

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

MAHARASHTRA EDUCATION SOCIETY'S
INSTITUTE OF MANAGEMENT AND CAREER COURSES (IMCC)

&

SOHAM DADARKAR ACADEMY

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, AND RELATED SERVICES

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 17th Day of September Two Thousand and Twenty One (17/09/2021) to 17th Day of September Two Thousand and Twenty Three (17/09/2023) by and between

M. E. Society's Institute of Management and Career Courses (IMCC) 131, Mayur Colony, Kothrud, Pune 411 038 (Maharashtra State) INDIA, (MES's IMCC) the First Party represented herein by its Director MES's IMCC herein after referred as the 'First Party', The institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrations and assigns).

AND

SOHAM DADARKAR ACADEMY, KOTHRUD, PUNE

The Second Party, and represented herein by its proprietor, Mr. Soham Dadarkar (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors- in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

- A) First Party is a Higher Educational Institution named:
M. E. Society's Institute of Management and Career Courses (IMCC)
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Trainings, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) SOHAM DADARKAR ACADEMY, the Second Party is engaged in delivering Introduction to Lean Management and Six Sigma Course
- F) SOHAM DADARKAR ACADEMY, the Second Party is promoted by Mr. Soham Dadarkar, has no branches anywhere. The company is into Training, Learning & Development.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1

CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2

SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum of the training so that the students fit into the industrial scenario meaningfully.
- 2.3 Skill Development Programs: Second Party to train the students of First Party on Various aspects of Verbal and non-verbal communication skill covering intricacies of body language, personality development and other areas in order to make them industry ready.
- 2.4 Guest Lectures: Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.

- 2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.6 There is no financial commitment on the part of the MES's IMCC, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3

INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4

VALIDITY

- 4.1 This Agreement will be valid from 17th September 2021 to 17th September 2023. during which period SOHAM DADARKAR ACADEMY, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of SOHAM DADARKAR ACADEMY, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5

RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of PUNE.

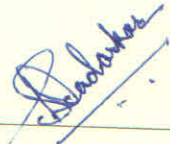
AGREED:

For M. E. Society's Institute of Management
and Career Courses (IMCC)


Authorized Signatory


Witness 1:

For SOHAM DADARKAR ACADEMY


Authorized Signatory


Witness 2:

M. E. Society's MES's Institute of Management and Career Courses (IMCC)	SOHAM DADARKAR ACADEMY
131, Mayur Colony Kothrud Pune 411038, Maharashtra	Address: Anupam Darshan, Kothrud Pune- 411038
Contact Details 8308398100	Contact Details: 9422013429
E-mails: director.imcc@mespune.in	E-mails: soham@sdacademy.in
Web https://imcc.mespune.in/	Web: