



MAHARASHTRA EDUCATION SOCIETY'S
(SINCE 1860)

INSTITUTE OF MANAGEMENT & CAREER COURSES (IMCC)

Approved by AICTE and Recognized by Savitribai Phule Pune University, Pune
IMCC Campus, 131, Mayur Colony, Kolhrud, Pune -411008, Maharashtra, India | Ph.: 020-2546 6271/73
E-mail: info.imcc@mespune.in | <https://imcc.mespune.in>

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made at Pune, and is effective as of 06 September, 2023 (the "Effective Date") by and between

deAsra Foundation, a not for profit company incorporated in India under Section 8 of the Companies Act, 2013 having its registered office at 101, Vanashree Apartment, 94/20, Erandwane, Prabhat Road, Lane No. 11, Pune – 411004. (hereinafter referred to as the "Company", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

And

MES' Institute of Management and Career Courses (IMCC), having its address located at 131, Mayur Colony, (hereinafter referred to as the "Partner", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

Company and the Partner shall collectively be called as "Parties" and individually as a "Party".

RECITALS,

Whereas,

- A. Company is engaged in the activity of helping new and existing entrepreneurs to start, manage and grow their business ventures.
- B. The Partner is engaged in conducting Postgraduation Programs MCA and MBA affiliated to SPPU.
- C. The Parties have decided to combine their synergies and collaborate on principal-to-principal basis in order to support new /existing entrepreneurs to start/manage & grow their businesses.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth, the sufficiency of which is hereby acknowledged, the Parties agree to the following terms:

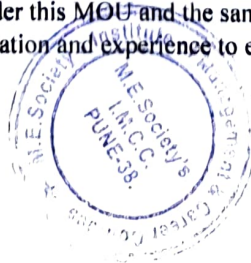
1. REPRESENTATIONS AND WARRANTIES

2.1 The COMPANY represents and warrants that:

- i. it is a validly existing entity under the applicable laws of India.
- ii. it has obtained the requisite licenses, authorization, permits required for carrying on its business and performing its obligations under this MOU and the same are in full force and effect.
- iii. It shall not engage in any action that may lead to defamation of Partner or any of its directors, officers or employees.

2.2 The Partner represents and warrants that:

- i. it is a validly existing entity under the applicable laws of India.
- ii. it has the authority to enter into and the performance of its obligations under this MOU shall not violate any law or regulatory or court order.
- iii. it has obtained the requisite licenses, authorization, permits required for carrying on its business and performing its obligations under this MOU and the same are in full force and effect.
- iv. It possesses the necessary qualification and experience to execute the objectives agreed upon in this MOU.





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- v. It shall not engage in any action that may lead to defamation of COMPANY or any of its directors, officers or employees.

2. RESPONSIBILITIES OF THE PARTNER

- a) The Partner shall encourage its students (Hereinafter referred to as "The Beneficiaries") to attend the "Inspire Program" organised by the Company for the Partners Beneficiaries. The Partner shall provide necessary support to the Company in the form of coordination and follow-ups wherever required with its Beneficiaries to ensure the successful execution of the said program.
- b) The Partner shall encourage and mobilize its Beneficiaries who are planning to start their businesses, to avail the various services, tools and templates, knowledge resources (Collectively referred to as "Company offerings") offered by the Company. The interested Beneficiaries may avail the relevant Company Offerings by raising service requests on the Company's Platform through an affiliate link provided to them for their existing or proposed business ventures
- c) The Partner shall encourage its Beneficiaries to attend the Company organised online webinars on such topics as mutually decided by the Parties. The fees, if any for the same and its payment terms shall be mutually decided by the Parties.
- d) The Partner may after prior permission received from the Company use the logo of the Company on its website for the purpose envisaged in this MoU

3. RESPONSIBILITIES OF COMPANY

- a) The Company shall organise its "Inspire Program" for the Partners Beneficiaries to create awareness about entrepreneurship and inculcate entrepreneurship mindset amongst the Partners Beneficiaries who shall be attending the said program. The training contents, the mode of delivery and its format shall be mutually decided by the Company. The fees, if any for the same and its payment terms shall be mutually decided by the Parties.
- b) The Company shall assist the Partner referred Beneficiaries by providing relevant Company offered services, tools, templates, and knowledge resources. The eligible Beneficiaries shall raise service requests on the Company platform through the redirection link as provided to the Partner. These eligible Beneficiaries shall be required to pay the applicable service fees.
- c) The Company shall share the copies of its e-newsletter Yashaswi Udyojak to the Partners Beneficiaries who have subscribed for the e-newsletter.
- d) Company may, on requisition from the Partner participate in the events, programs, and training sessions which the Partner may organise for its Beneficiaries. The contents, mode of deliver and way these sessions will be delivered shall be mutually agreed by the Parties.
- e) The Company may after prior permission received from the Partner use the logo of the Partner on its website for the purpose envisaged in this MoU

4. TERM AND TERMINATION

- a) The MOU is effective for a period of 2 (Two) years from the Effective Date. The Parties may extend the term of this MOU on mutually agreed terms and conditions.
- b) The MOU may be terminated by either Party without cause upon sixty (60) days prior written notice to the other Party.





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- c) Either Party may terminate the MOU s(a) with thirty (30) days' notice if other Party materially breaches the terms of the MOU.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY DIRECT OR INDIRECT DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO COMPANY'S EXERCISE OF THE RIGHTS GRANTED HEREIN.

8. INDEPENDENT CONTRACTOR

It is understood between COMPANY and the Partner that COMPANY's employees shall not have any employer-employee or master-servant relationship with the Partner. COMPANY's relationship with the Partner is that of an independent contractor, and nothing in this MOU shall be construed to create a joint partnership, joint venture or agency relationship between the Parties.

9. NON-SOLICITATION NON-CIRCUMVENTION

Both Parties agree not to solicit, employ, and/or absorb, either directly or indirectly, any of the employees or representatives of the other Party, during the subsistence of this MOU and for a period of two (2) years from the expiry or termination of the MOU.

10. MISCELLANEOUS

- a) Notice: Any and all notices that either Party is required or may desire to give to the other Party hereunder, shall be given by addressing the communication to the address set forth at the start of this MOU, and shall be served by certified or registered post or email. Any change to the abovementioned address shall be informed to other Party in writing, within thirty (30) days of such change.
- b) Waiver: No delay or failure of either Party in exercising any right and no partial or single exercise of any right shall be deemed to constitute a waiver of that right or any other rights under this MOU
- c) Assignment: This MOU is personal to the Parties and may not be assigned in part or whole by either Party without prior written consent of the other Party.
- d) Force majeure: Neither Party shall be liable for any failure or delay in fulfilling the terms of this MOU due to fire, strike, war, civil unrest, terrorist action, government regulations, acts of Nature or other causes which are unavoidable and beyond the reasonable control of the Party claiming force majeure. However, this provision shall not be construed as relieving either Party from its obligation to pay any sum due to the other Party.
- e) Governing law: This MOU shall be construed and governed by the laws of India. Any dispute arising out of or in relation to this MOU shall be submitted to the jurisdiction of the courts of law at Pune.
- f) Headings: The Section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this MOU.
- g) Severability: The provisions of this MOU shall be deemed severable, and the invalidity or unenforceability of any provision (or part thereof) of this MOU shall in no way affect the validity or enforceability of any other provision (or remaining part thereof).





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- h) Entire agreement: This MOU shall constitute the complete and exclusive agreement between the Parties respecting the subject matter. This MOU may not be amended, terminated, or superseded except by MOU in writing between the Parties. This MOU supersedes all previous MOUs between the Partner and COMPANY, whether oral or written, regarding subject matter hereof.

IN WITNESS WHEREOF, each Party hereto has caused this agreement to be executed, as of the date first above written, by its duly authorized officer or representatives.

deAsra Foundation

MES' Institute of Management and Career Courses (IMCC)

Signature 

Name: **Pradnya Godbole**

i) Designation: **Chief Executive Officer (CEO)**

Signature 

Name: **Dr. Manasi Bhate**

Designation: **Deputy Director (IMCC)**

