

MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN

**Institute of Management & Career Courses-
(IMCC)**

&

**PES Modern College of Engineering,
Department of MBA (Master of Business
Administration) & Department of MCA (Master
of Computer Applications)**

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 1st – January – Two Thousand Twenty Five (01/01/2025),

BETWEEN

Institute of Management & Career Courses (IMCC), Mayur colony, Kothrud, Pune represented herein by its **Dr. Santosh Deshpande** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

PES Modern College of Engineering, Department of MBA (Master of Business Administration) & Department of MCA (Master of Computer Applications), the Second Party, and represented herein by its Zonal / Divisional Head, **Dr. Shraddha Bhandwalkar**, (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')

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) **Institute of Management & 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 Skill Based Training, Education and Research.

D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;.

E) Second Party is a Higher Educational Institution named:

PES Modern College of Engineering, Department of MBA (Master of Business Administration) & Department of MCA (Master of Computer Applications)

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO 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 both the parties 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 both 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:** Both the parties will give valuable inputs to each other in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of Management & technology.
- 2.4 **Skill Development Programs:** Both parties will involve each other's students in the training on the emerging technologies and other management areas in order to bridge the skill gap and make them industry ready.
- 2.5 **Guest Lectures:** Both parties will involve each other's students in the guest lectures and also will exchange faculties to deliver the guest lectures.
- 2.6 **Faculty Development Programs:** Both parties will involve each other's faculty members in the faculty development program organized by the.
- 2.7 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.8 There is no financial commitment on the part of the **both the parties** to take up any program 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 until it is expressly terminated by either Party on mutually agreed terms.
- 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.

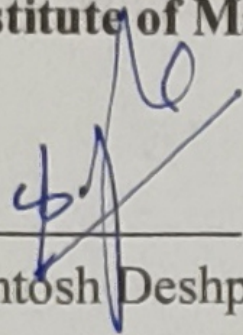
CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that First Institute of Management & Career Courses (IMCC) and PES Modern College of Engineering, Department of MBA (Master of Business Administration) & Department of MCA (Master of Computer Applications) 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 City**.

AGREED:

For **Institute of Management & Career Courses**



Dr. Santosh Deshpande
Authorized Signatory

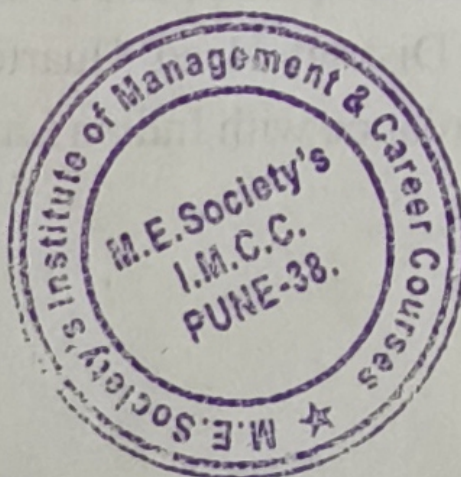
For **PES Modern College of Engineering, Department of MBA (Master of Business Administration) & Department of MCA (Master of Computer Applications)**

S.S. Bhandwalkar

Dr. Shraddha Bhandwalkar
Authorized Signatory

Institute of Management & Career Courses	PES Modern College of Engineering, Department of MBA (Master of Business Administration) & Department of MCA (Master of Computer Applications)
131, Mayur Colony, Kothrud, Pune 411 038 MH INDIA	186/A, Off J.M. Road, Shivajinagar, Pune, Maharashtra – 411005
020-2546 6271, 2546 6273	(020) 25533638, (020) 25533648 Fax: (020) 25530957
Director.imcc@mespune.in	hodmba@moderncoe.edu.in
<u>MES Institute of Management & Career Courses (IMCC), Pune (mespune.in)</u>	<u>https://moderncoe.edu.in</u>

Witness1: Manasi
Dr. Manasi Bhate



Witness2: Shubhangi
Dr. Shubhangi Varadse

Witness3: Poonam
Dr. Poonam Vatharkar



Witness4: Deepali
Dr. Deepali Abale