

AGREEMENT OF COOPERATION

Between

BRIHAN MAHARASHTRA COLLEGE OF COMMERCE

And

MILES PUBLICATIONS PRIVATE LIMITED



AGREEMENT OF COOPERATION

This **Agreement of Cooperation** (hereinafter referred to as the “**Agreement**”) is signed inter-alia by the herein mentioned Parties and is entered into and executed at Pune, India, on this **18th day of January, 2017** (hereinafter referred to as the “**Effective Date**”) by and between:-

Miles Publications Private Limited, a Private Limited Company duly incorporated and registered in India under the Companies Act, 2013, bearing Corporate Identification No. U22222AP2013PTC085437 and having its Registered Office situated at 38-8/2, Chenna Reddy Nagar, Gandhinagar, Hyderabad 500037 (hereinafter referred to as the “**Miles**”, which expression shall unless it be repugnant to the context or meaning hereof, be deemed to mean and include its successors, administrators, executors, representatives and permitted assigns) of the **FIRST PART**.

AND

Brihan Maharashtra College of Commerce, located at 845, BMCC Road, Deccan Gymkhana, Shivajinagar, Pune 411004 (hereinafter referred to as “**BMCC**”, which expression shall unless it be repugnant to the context or meaning hereof, be deemed to mean and include its successors, administrators, executors, representatives and permitted assigns) of the **SECOND PART**.

For the purposes of this Agreement, “**Miles**” and “**BMCC**” have been individually referred to as a “**Party**” and collectively as “**Parties**”.

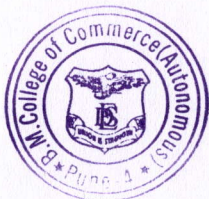
WHEREAS:

1. Miles is the official partner of Institute of Management Accountants, US (hereinafter referred to as “**IMA**”), and Wiley India Pvt. Ltd. (hereinafter referred to as “**Wiley**”) to provide CMA training across India using the IMA-licensed Wiley CMA-excel Learning System (hereinafter referred to as the “**Wiley CMA Study Material**”) and Miles’ proprietary CMA training videos and notes (hereinafter referred to as the (“**Miles CMA Training Aids**”) and all these partner parties are jointly referred to herein as “**Participating Associates**”.
2. BMCC is an educational institution, and is desirous to enter into this present Agreement with Miles to impart training on Certified Management Accountant (CMA), US, on a non-exclusive basis, as per the terms and conditions of this Agreement at its campuses.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the Parties with intent to be legally bound hereby have entered into this present Agreement.

1. Responsibilities and covenants of Miles:

- a) Miles hereby agrees to provide Wiley CMA Study Material, Miles CMA Training Aids and other support to BMCC as detailed in Annexure-A in consideration for the commercial terms as detailed in Annexure-A.
- b) Miles will facilitate training as per schedule agreed with and Miles and BMCC from time to time.
- c) Miles will facilitate collaborative research for faculty with the IMA in the areas of accounting and finance.
- d) Miles will assist in promoting the CMA qualification by providing marketing materials and counseling support.
- e) Miles will assist in course design for the IMA endorsement of the program.
- f) Miles will help the students avail special IMA discounts which may be applicable on the official IMA fees via the IMA-Wiley-Miles partnership.
- g) Miles will assist BMCC in campus placements for students who have cleared both the parts of the CMA exams.



2. **Responsibilities and covenants of BMCC:**

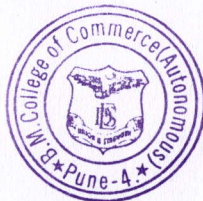
- a) BMCC will facilitate all the requisite training and Miles' support to the enrolled students to clear the CMA exams.
 - b) BMCC will recommend the IMA-licensed Wiley CMA Study Materials for the students.
 - c) BMCC will encourage students to take CMA exams which would help them in their career progression besides making them eligible for the differential campus placements.
 - d) BMCC will ensure payment of fee detailed in Annexure-A to Miles on a timely basis.
3. BMCC hereby agrees not sell, distribute or cause to sell/distribute the Wiley CMA Study Material and/or Miles CMA Training Aids to re-sellers, distributors or any others other than students undergoing the CMA course under the enrolment data of BMCC.
4. The Parties undertake to keep confidential and not disclose the contents of this Agreement, as well as all information disclosed to or obtained by the Parties from each other pursuant to this Agreement, and other information or documents that may come into the possession of the Parties in connection with performance of their obligations under this Agreement.
5. The Parties hereby acknowledge that any and all of the copyrights, trademarks, trade names and other intellectual property rights subsisting in or used in connection with the Parties or with IMA or Wiley are and shall remain the sole and exclusive property of the respective owners in perpetuity, both during and after the term of this Agreement. Nothing in this Agreement shall be deemed or construed to mean or imply that any intellectual property rights subsisting in Wiley CMA Study Material or Miles CMA Training Aids is transferred or transmitted to either BMCC or to any other third party whomsoever.
6. The Parties further acknowledge that either party acquires no rights, title and interest in any of the proprietary materials of the other including of their Participating Associates and either party shall not have any right to register, display or advertise any trademarks, copyrights and other intellectual property rights of the other together with its own or under its own name and all goodwill in the names and trademarks of the respective Party shall pertain to and remain exclusively with the respective owners during or at any time after the expiry or termination of this Agreement.
7. The Parties further agree and acknowledge that either of them shall be entitled to terminate this Agreement with immediate effect by giving a Notice in writing to the other at any time if it finds out, discovers or comes to know of any violation/infringement of copyrights and other intellectual property rights of the other including that of Participating Associates.
8. All Notice/s to be given under this Agreement shall be made in writing in English and shall be delivered either by (1) Registered Post, or (2) by Courier Service or (3) by electronic mail (to the herein specified email id/s) scanned with duly signed written confirmation to their respective following addresses, unless otherwise designated or changed by written notice by the Parties hereto.

Miles:

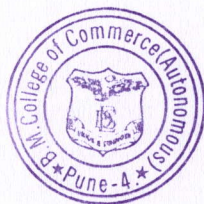
Name: Miles Publications Private Limited
Attention: Mr. Varun Jain
Designation: Managing Director
Address: 38-8/2, Chennai Reddy Nagar, Gandhinagar, Hyderabad 500037.

BMCC:

Name: Brihan Maharashtra College of Commerce
Attention:
Designation: Principal
Address: Pune



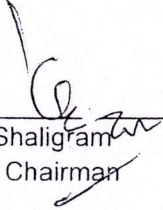
9. This Agreement is valid for an initial period of 3 years from the date of execution and is renewable for further additional periods through a written Addendum duly signed by both the parties at the time of renewal. This Agreement is executed in two counterparts. Each counterpart shall be deemed to be original and each party shall have/retain one original.
10. This Agreement may be terminated without any reason/cause by either of the Parties by giving not less than 3 months' notice in writing to the other Party at the address given in the Agreement.
11. The provisions of this Agreement are severable, and if any one or more such provisions are determined to be illegal or otherwise unenforceable, in whole or in part, under the laws of any jurisdiction, the remaining provisions or portions hereof shall, nevertheless, be binding on and enforceable by and between the Parties hereto.
12. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. No provision of this Agreement shall be deemed waived, amended or modified by either Party, unless such waiver, amendment or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment or modification.
13. Nothing contained herein shall or shall be deemed to create any partnership, agency, association, trust, or joint venture between the Parties, or their representatives and employees and nothing herein shall be deemed to confer on either Party any authority to incur any obligation or liability on behalf of the other Party.
14. This Agreement along with its Annexure A shall constitute the entire Agreement as understood between the Parties relating to the subject matter of this Agreement and supersedes all prior writings, negotiations, representations or understandings with respect to the matters referred to herein unless otherwise confirmed in writing between the Parties.
15. The Parties shall not transfer or assign the present Agreement or any right or obligation hereunder, without the prior written consent of the other Party.
16. This Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the Parties hereto shall be subject to and be governed by the applicable laws of India, and any conflicts thereon shall be tried by the competent courts of appropriate jurisdiction.
17. The Parties expressly acknowledge that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favour of either Party, but shall be construed in a neutral manner.

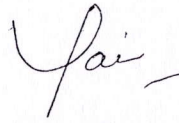


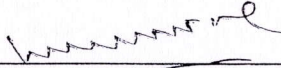
IN WITNESS WHEREOF, the Parties to this Agreement have hereunto subscribed their respective hands by its authorised signatories on the date first above written/mentioned, in presence of the Witnesses.

Brihan Maharashtra College of Commerce


Miles Publications Private Limited



Name: Mr. Kiran Shaligram
Designation: CDC Chairman

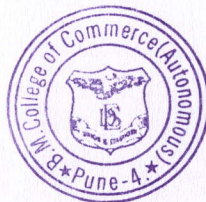

Name: Mr. Varun Jain, CPA, CMA
Designation: Managing Director


Name: Dr. Chandrakant Rawal
Designation: Principal

Witness:


Name: Dr. Ashish Puranik
Designation: Vice Principal


Name: Mr. Fenil Vadakken
Designation: Associate Vice President



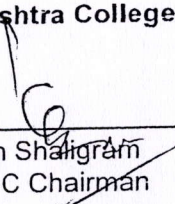
Annexure A: Commercial Terms

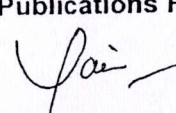
The below stated terms and conditions have been expressly agreed by and between Miles and BMCC:

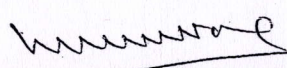
Sl.	Items	Details
a)	Miles Offerings & Support	<ol style="list-style-type: none">1. Provide Wiley CMA Study Material and Miles CMA Training Aids2. Facilitate Train The Trainer (TTT) program.3. Facilitate collaborative research for faculty with the IMA in the areas of accounting and finance.4. Assist in promoting the CMA qualification by providing marketing materials and Counseling support5. Assist in course design for the IMA endorsement of the program.6. Help the students avail special IMA discounts which may be applicable on the official IMA fees via the IMA-Wiley-Miles partnership.7. Assist in differential campus placements for students who have cleared both the parts of the CMA exams.
b)	Price & Payment Terms	<p>INR 45000/- per student of which: (Integrated Model)</p> <ol style="list-style-type: none">1. INR 15,000 per student is payable at the beginning of Semester III2. INR 15,000 per student is payable at the beginning of Semester IV3. INR 15,000 per student is payable at the beginning of Semester V <p>INR 45000/- per student of which: (add on Model)</p> <ol style="list-style-type: none">1. INR 26,500 per student is payable at the time of Enrollment2. INR 18,500 per student is payable at the beginning of CMA Part II paper <p>IMA Fee will be updated in 4 Party MoU.</p>
c)	IMA fees (to be paid directly by the students)	Students would pay for IMA membership, CMA certification entrance and CMA exam fees directly to the IMA. Special discounts may be applicable on these official IMA fees via the IMA-Wiley-Miles partnership.

Brihan Maharashtra College of Commerce

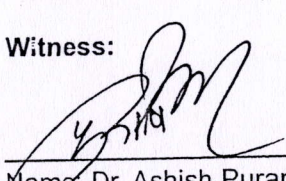
Miles Publications Private Limited



Name: Mr. Kiran Shaigram
Designation: CDC Chairman

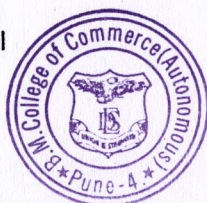

Name: Mr. Varun Jain, CPA, CMA
Designation: Managing Director

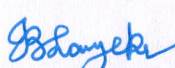

Name: Dr. Chandrakant Rawal
Designation: Principal

Witness:


Name: Dr. Ashish Puranik
Designation: Vice Principal


Mr. Fenil Vadakken
Associate Vice President




Officializing Principal
B.M. College of Commerce
(Autonomous)
Pune-411004.

Officializing Principal
B.M. College of Commerce
(Autonomous)
Pune-411004.



The Association of Accountants and Financial Professionals in Business



Memorandum of Understanding

Between

BRIHAN MAHARASHTRA COLLEGE OF COMMERCE

And

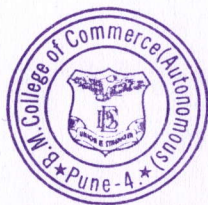
INSTITUTE OF MANAGEMENT ACCOUNTANTS

And

WILEY INDIA PRIVATE LIMITED

And

MILES PUBLICATIONS PRIVATE LIMITED



J

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MoU") is made this 18th day of January, 2018 ("Effective Date").

By and Between:

BRIHAN MAHARASHTRA COLLEGE OF COMMERCE, situated on 845, Shivajinagar, Pune 411004. Maharashtra- 411005, India (hereinafter referred to as "BMCC")

AND

INSTITUTE OF MANAGEMENT ACCOUNTANTS, INC., a corporation duly organized and existing under the Laws of the State of New Jersey, with its place of business at 10 Paragon Drive, Montvale, New Jersey, 07645-4427 (hereinafter referred to as "IMA")

AND

WILEY INDIA PRIVATE LIMITED, a company duly registered and incorporated under the Companies Act 1956, bearing Corporate Identification Number (CIN) U74899DL1999PTC099286 and having its registered office at 4435/7, Ansari Road, Daryaganj, New Delhi - 110002 (hereinafter referred to as "Wiley")

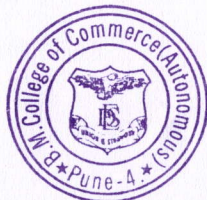
AND

MILES PUBLICATIONS PRIVATE LIMITED, a company duly registered and incorporated under the Companies Act 1956, bearing Corporate Identification Number (CIN) U22222AP2013PTC085437 and having its registered office at 38-8/2, Chenna Reddy Nagar, Gandhinagar, Hyderabad - 500037 (hereinafter referred to as "Miles").

BMCC, IMA, Wiley and Miles shall hereinafter referred to collectively as Parties and individually as a Party.

WHEREAS:-

- A. IMA is the worldwide association of accountants and financial professionals working in business committed to helping more than 90,000 members to expand their professional skills, better manage their organization, and enhance their career. For more than 90 years, IMA has been a champion of and resource for the financial management and accounting profession. The organization was founded in Buffalo, N.Y., in 1919 as the National Association of Cost Accountants (NACA) to promote knowledge and professionalism among cost accountants and foster a wider understanding of the role of cost accounting in management. The name was later changed to the National Association of Accountants (NAA). In 1991, the organization name was again changed to the Institute of Management Accountants (IMA), signifying the broader role as the association for accountants and financial professionals working inside organizations.
- B. BMCC is looking to offer professional programs to its students which complement their academic studies at the University. These include IMA's (Institute of Management Accountants) Certification of Management Accountants (CMA) global certification program.
- C. IMA's CMA certification program is an advanced-level assessment for accounting and financial professionals in business. The two-part exam covers financial reporting, planning, performance and control; and financial decision making.



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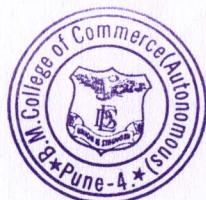
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- D. The Parties share the common interest of providing holistic learning and education opportunities for individuals to pursue globally relevant professional qualifications to enhance their future career prospects.
- E. The Parties recognize that establishing a cooperative relationship would benefit the Parties and students pursuing qualifications and programmes offered by BMCC and IMA.
- F. This MoU will be supported and executed with the help of Wiley and Miles:
- i) Wiley will support in terms of the content in the form of print – Wiley CMAexcel Learning System which is IMA's official test preparation study materials for the CMA examinations.
 - ii) Miles will support BMCC in training delivery for the CMA examinations.
- G. This MoU sets out below the general framework and intentions of the Parties for collaboration for facilitation of further definitive agreement(s)
- H. In achieving the objectives of this MoU, the Parties shall work on the basis of reciprocity in areas of mutual interest within the parameters of their laws, constitutions, regulations and/or policies.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS OF BMCC , IMA, WILEY AND MILES UNDER THIS MOU, THE PARTIES AGREE TO DISCUSS ENTERING INTO A BINDING AGREEMENT THAT ADDRESSES THE FOLLOWING:

1. PURPOSE OF THIS MOU

1. The purpose of this MoU is to set out the understanding between the Parties without any intention to create legal relations or obligations, but rather open discussions in the spirit of mutual cooperation. Any collaborative ventures that may bind the Parties are subject to separate contractual arrangements.
2. BMCC, IMA, Wiley and Miles will endeavor to assist and support each other in the functioning of this MoU to mutually benefit the Parties, such as:
 - a) promoting the IMA, the CMA certification program, Wiley's suite of CMA test preparation materials and CMA training services of Miles and at the campus(es) of BMCC and to their students (current and prospective);
 - b) collaborating with each other to develop specific programs that create opportunities for students to achieve the CMA certification. Such collaborations shall be agreed by the Parties and form part of further agreements;
 - c) disseminating information in collaboration with each other, to students, about the accounting and finance profession and the opportunities available to accounting and finance professionals;
 - d) developing joint seminars, conferences, common research projects and publications on IMA, the CMA certification and the accounting profession whilst other forms of co-operation may be arranged by the parties during the term of this MoU;



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- e) providing teaching, training and preparing students taking CMA examinations using Wiley materials; and
 - f) undertaking any other activities that shall be mutually identified and agreed by both Parties at a later stage.
3. This MoU shall form the basis of consensus for the Parties to examine the feasibility of the collaboration until such time when any other manner of agreement is entered into by the Parties upon terms and conditions to be mutually agreed upon.

2. RESPONSIBILITIES OF THE PARTIES

1. RESPONSIBILITIES OF IMA:

IMA shall provide support to BMCC to enable students to achieve the CMA certification. IMA would afford BMCC the status of APPROVED UNIVERSITY PARTNER, through the provision of an official certificate. IMA would encourage and support activities by BMCC to further the management accounting professional in general and CMA certification in particular.

IMA agrees to provide Student membership to the students of BMCC at \$50 for two years. Further, the students of BMCC who enroll for 2 years membership will also be eligible for a 50% discount on the Student CMA certification entrance fees and exam fees.

2. RESPONSIBILITIES OF WILEY:

Wiley would support the MoU with the official CMA test preparation content, Wiley CMAexcel Learning System, for CMA exam preparation of BMCC students. This shall be provided to BMCC through Miles.

3. RESPONSIBILITIES OF MILES:

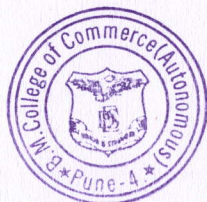
Miles shall be responsible for providing marketing collateral, Wiley study materials and training to BMCC faculty as well as students towards the CMA certification. Miles shall execute and monitor the training performed for students pursuing the CMA certifications.

Miles shall assist BMCC in providing differential placement assistance to the students of BMCC who have cleared both the parts of the CMA examinations. Miles shall also assist in providing internship placements to students who have cleared the CMA examinations but are yet to pass out from BMCC.

Miles and BMCC may undertake a separate agreement which would detail the training delivery, content coverage, fee structure and payment schedule.

4. RESPONSIBILITIES OF BMCC :

BMCC shall be responsible for providing platform and access to its campus for IMA, Wiley and Miles to promote the IMA, the CMA certification program, the training services of Miles and Wiley's suite of test preparation materials. BMCC shall make reasonable efforts to ensure that all students pursuing the CMA certification program do so through the official CMA test preparation materials published by Wiley and training services provided by Miles.



3. COSTS

The Parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.

4. CONFIDENTIALITY

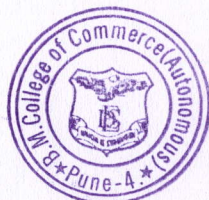
For the purposes of this MoU, the term "Confidential Information" shall mean all information concerning either party or any of its businesses, assets, products, services, employees, or customers (including students), or of any third party that is in the possession of the receiving party, that is designated as confidential or proprietary or that is customarily or legally required to be protected from public disclosure, regardless of whether such information is provided orally, in writing or other tangible form, via email or in electronic form, or is obtained through visual observation. The parties acknowledge that all Confidential Information that it receives from the other party is confidential and proprietary. The receiving party shall use Confidential Information only to the extent necessary to perform the services set forth herein and for no other purpose whatsoever. The receiving party shall not disclose or permit access to Confidential Information to any third party without the written consent of the disclosing party, and subject to confidentiality obligations no less stringent than those set forth herein. All Confidential Information shall be returned or destroyed promptly upon termination of the Agreement or upon request. The obligations set forth in this Paragraph shall not apply to any information that (i) was previously known to the receiving party free of any obligation of confidentiality; (ii) is or becomes publicly available other than by means of unauthorized disclosure by the receiving party; (iii) is independently developed by the receiving party; or (iv) is required to be disclosed pursuant to statute, regulation, or order of a court; provided, however, that the receiving party provides timely notice to the disclosing party so that the disclosing party may take appropriate protective measures. The terms of this MoU and any agreement between the parties is

5. TERM AND TERMINATION OF THE MOU

1. This MoU shall be effective from the Effective Date hereof and shall remain valid and in effect for a period of 3 (three) years ("Term"). Upon expiry of the Term this MoU may be renewed by the Parties on similar terms as contained in this MoU if the parties agree in writing.
2. This MoU may be terminated at any time, without any reason or cause, irrespective of the above Clause, by either Party by giving a written notice of not less than 90 (ninety) days to the other Parties.
3. No termination of the MoU shall affect continuity of already signed agreement/s of cooperation specified under Sections 1.1 and 1.2 until its normal conclusion so that no student shall be put to any disadvantage due to such termination.

6. NOTICE

Any notice, communication or statement required to be given under this MoU shall be in writing and shall be sent by hand delivery, registered post with postage fully prepaid and with acknowl-



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edgment due, receipted courier, fax or by electronic mail to the applicable Party at the contact details indicated below or to such other address as a Party shall designate by similarly giving notice to the other Party.

Notice to be given to Brihan Maharashtra College of Commerce :

Address: #845, Shivajinagar, Pune 411004. Maharashtra- 411005, India
Phone:
Email:

Notice to be given to Institute of Management Accountants:

Address: 10 Paragon Dr, Montvale, NJ, USA, 07645
Phone: +1-201-962-0809
Email: jpiechowski@imanet.org

Notice to be given to Wiley India Private Limited:

Address: 4435/7, Ansari Road, Daryaganj, Delhi 110002, India
Phone: +91-11-43630000
Email: csupport2@wiley.com

Notice to be given to Miles Publications Private Limited:

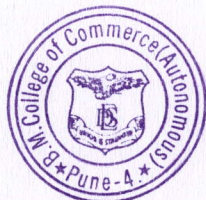
Address: 38-8/2, Chenna Reddy Nagar, Gandhinagar, Hyderabad 500037, India
Phone: +91-40-65511105
Email: varun.jain@mileseducation.com

7. ENTIRE MOU AND ALTERATION

No modification, amendment, supplement or waiver of any provision of this MoU shall be effective unless made by a written instrument duly executed by all Parties to this MoU. Both Parties agree to consider e-mail as a written instrument for the purposes of this Clause.

8. MARKS

The Parties acknowledge that IMA owns the marks CERTIFIED MANAGEMENT ACCOUNTANT and CMA. The Parties acknowledge that Wiley owns the marks to Wiley and Miles owns the marks to Miles. Parties acknowledge that BMCC owns its own marks and the nomenclature/s for the Degrees it awards. No Party shall use, nor permit any person or entity to use the Marks (or any variation thereof) of the other Party without first obtaining the written consent of the other Party.



9. LIMITATION OF LIABILITY

In no event will any Party be liable to the other for any indirect, incidental, exemplary, special or consequential damages whatsoever (including damages for loss of profits, income or saving, or interruption of business) even if advised of the possibility of such damage.

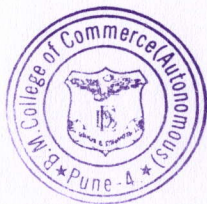
10. PARTNERSHIP AND NON-BINDING

1. The Parties are independent contractors and nothing in this MoU will create any partnership, joint venture, and franchise or employment relationship between the Parties.
2. Notwithstanding the statements and responsibilities herein, this MoU shall not create a legal relationship between the Parties and the Parties shall not be legally bound until and unless a definitive agreement has been negotiated and duly executed by the authorized representatives of IMA, BMCC, Wiley and Miles
3. BMCC may enter into a parallel, mutually independent contractual agreement with Miles for the delivery of training associated with the terms of this MoU

11. MISCELLANEOUS

This MoU and any Agreement shall be construed and interpreted conflicts of laws provisions in accordance with generally accepted legal meanings and connotations of the State of New York applicable to contracts wholly entered into and performed in the State of New York without regard to the application of conflicts of laws provisions.

<<SIGNATURE PAGE FOLLOWS >>



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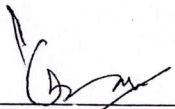
IN WITNESS WHEREOF, THE PARTIES HERUNTO HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING ON THE EFFECTIVE DATE FIRST ABOVE WRITTEN AT PUNE, IN THE PRESENCE OF THE FOLLOWING WITNESSES:

WE AGREE TO ALL THE ABOVE TERMS AND CONDITIONS.

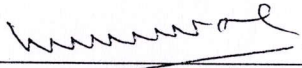
Signed and delivered by the authorized representatives for and on behalf of:

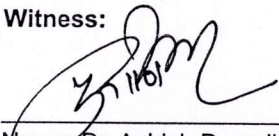
Brihan Maharashtra College of Commerce

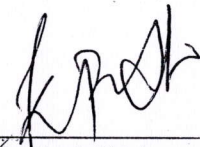
Institute of Management Accountants


Name: Mr. Kiran Shaligram
Designation: CDC Chairman


Name: Mr. Jim Gurovka
Designation: Senior Vice President

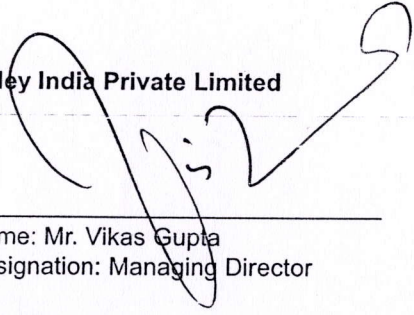

Name: Dr. Chandrakant Rawal
Designation: Principal

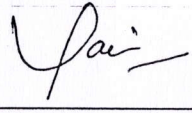
Witness:

Name: Dr. Ashish Puranik
Designation: Vice Principal

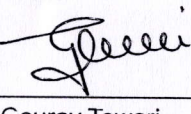

Name: Mr. Pranesh Krishnan
Designation: Operations Manager


Wiley India Private Limited

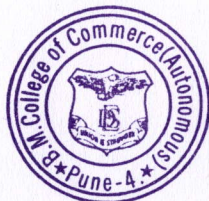
Miles Publications Private Limited

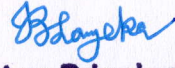

Name: Mr. Vikas Gupta
Designation: Managing Director


Name: Mr. Varun Jain, CPA, CMA
Designation: Managing Director

Witness:

Mr. Gaurav Tewari
Head - Business Development


Mr. Fenil Vadakken
Associate Vice President




Officiating Principal
B.M. College of Commerce
(Autonomous)
Pune - 411 004.



(3)

ISDC
International Skill Development Corporation
Skills for Tomorrow

ISDC Projects India Pvt Ltd

14/01/2022

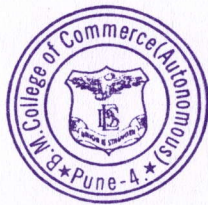
Memorandum of Understanding

Between

International Skill Development Corporation [ISDC]

And

**The Brihan Maharashtra College of Commerce (BMCC),
Pune**



Officiating Principal
B.M. College of Commerce
(Autonomous)
Pune-411004.



महाराष्ट्र MAHARASHTRA

2021

BH 062941

अनु.क्र. 35282 दि 12 JAN 2022

म.शु.रकम..... 500/-

दस्तावा प्रकार..... A Agreement

दस्त नोंदणी करणार आहेत का ? होय/नाही.

मिळकतीचे वर्णन

मुद्रांक विकत घेणाऱ्याचे नांव व पत्ता ISDC

दुसऱ्या पक्षाचा नांव Nanded City Pune, H/

हस्ताव्यक्तीचे नांव व पत्ता B.M.C.C. F.C.R.D., Pune

श्री. बालासाहेब मारुती गायकवाड
परधान क्र. 2209956
प्र.ब.गाव खुर्द, सिहगाड रोड, पुणे-49

मुद्रांक विकत घेणाऱ्याची सही
Tushar Maphari - Nanded city pune

वरिष्ठ कोषागार अधिकारी
पुणे
170 JAN 2022

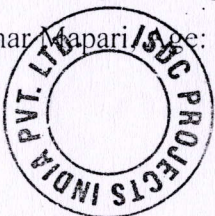
प्रथम मुद्रांक लिपीक
कोषागार पुणे करित

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into at Pune day of 14th January 2022.

BETWEEN:

ISDC Projects India Pvt. Ltd, trading as "ISDC - International Skill Development Corporation" and having its Regional Office at Lakshmi Narayan Complex, Palace Road, Vasanth Nagar, Bengaluru, Karnataka - 560052, represented by its Regional Manager Mr. Tushar Maphari (hereinafter referred to as "ISDC" or FIRST PARTY).





AND

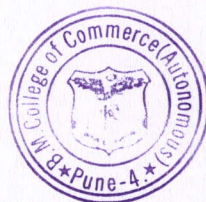
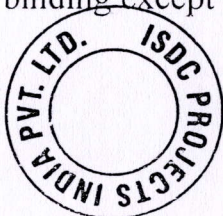
The Brihan Maharashtra College of Commerce (BMCC), an Autonomous College, conducting Graduate and Post Graduate courses and having its premises at 845, Shivajinagar, Pune 411004, Maharashtra, INDIA, represented by its Principal, Dr. Seema Purohit, hereinafter referred to as "BMCC College" or SECOND PARTY.

Both Parties as above have expressed a desire of entering a Memorandum of Understanding to meet their respective objectives, which are set out herein below.

WHEREAS

- a. The First Party- ISDC, a Skill Development & Education Company having expertise in Professional and Vocational Education and is interested in associating with the Second Party to promote and deliver B.Com with the US CMA (Certified Management Accountant) credentials. The US CMA is awarded by IMA (Institute of Management Accountants), USA. IMA is the global professional body for Management Accountants. The US CMA Course is globally recognized, advanced-level credential appropriate for commerce and management students, accountants, and financial professionals in business.
- b. The Second Party –BMCC Pune, on its part is interested in associating with First Party for using their expertise to promote and deliver the B.Com, as the Undergraduate program of BMCC Pune which leads to the professional qualification and membership from IMA to the students enrolled with the Second Party along with their Undergraduate degree from BMCC Pune.
- c. The purpose of this Memorandum of Understanding is to set forth the terms and conditions under which the Parties to this understanding shall conduct themselves during the subsistence of the Memorandum.

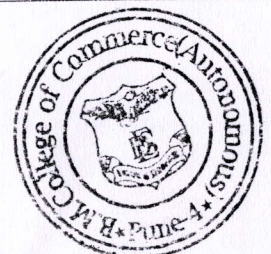
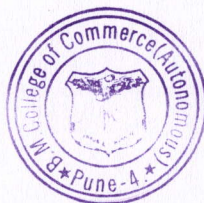
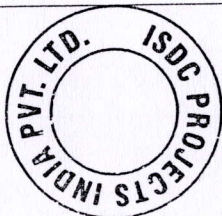
This Memorandum of Understanding ("MOU") is not, and is not intended to be, legally binding except as specifically set out below.





1. The First Party shall support the Second Party to develop the B.Com and the students enrolled for US CMA leads to the additional qualification / Membership from IMA along with their Undergraduate Degree from BMCC Pune .
2. It is the responsibility of the Second Party to get the necessary approvals for running the program at BMCC Pune .
3. The First Party can use the name of the Second Party for promoting this Partnership. The Promotion of the said program has to be taken care jointly by the parties. The Second Party can also use the name of First Party for advertisements and promotional purposes.
4. The admission criteria and the number of seats for the programs are fixed by the Second Party in consultation with the First Party.
5. The First Party provides digital version of the relevant Learning Materials to the students enrolled.
6. The First Party provides additional training support/ master classes to the students enrolled for B.Com with Strategic Finance and the number of hours per subject / per module is given in the Annexure 1. If the number of students enrolled for the program is less than 30, the training will be done through Online Mode by using the LMS of the First Party.
7. All responsibilities regarding registration of the students with the IMA should be dealt with by the First Party. The students must follow the rules and regulations of the IMA to appear for the examination and pursue the qualification/membership and designation.
8. The relevant fee to IMA has to be paid by the students directly as per the rules and regulations set by IMA time to time as per Annexure 2.
9. Out of the Tuition Fees Collected, the Second Party has to make the necessary payment to the First party as per the table given below:

Courses/Offerings	ISDC Fees
B.Com with Strategic Finance	INR 40,000 Per Student for the Whole Course Fees to be

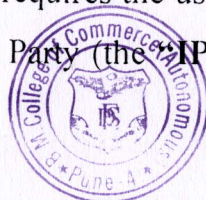
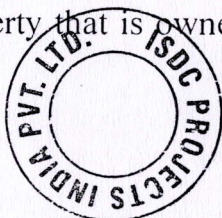




	paid in single instalment <ul style="list-style-type: none">• INR 40,000 to be payable before 30th Nov 2022
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Please note:

- a) This is for the Batch of 2022-23 while the same will continue for subsequent fresh batches.
 - b) The Specified commercials does not include GST or any other tax components.
 - c) The mentioned fee to be collected by the BMCC.
10. The complete list of Students of the course shall be provided to the First Party by the Second Party. Changes in Students if any, shall be communicated by the representative of the Second Party to the First Party immediately.
 11. It is intended that the terms of this MoU will remain in force for an initial period of three years set out above i.e., the completion of First Batch or is otherwise terminated in accordance with the provisions of Clause (12). The MoU can be extended for further periods after the expiry of three years upon the parties mutually agreeing such extension in writing. The terms of this Memorandum may be modified at any time by both parties on mutual consent.
 12. Either Party shall be entitled to terminate the MOU on 60 days' notice. The MoU will automatically terminate:
 - Any potential Binding Agreement would be unenforceable, void or illegal due to any statutory or regulatory requirements; or
 - Terminates any Binding Agreement for cause.
 - In the event of the termination of the agreement, the First Party agrees to complete the existing batches on agreed terms.
 13. All Intellectual Property created by a Party in connection with the collaboration shall remain the property of that Party. The Parties agree that any material jointly created by the Parties for the collaboration shall be jointly owned (based on the Contributions) by the Parties, unless otherwise agreed in writing.
 14. Where the collaboration reasonably requires the use by one Party of Intellectual Property that is owned by the other Party (the "IPR Owner"), the IPR Owner



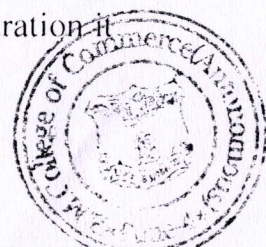
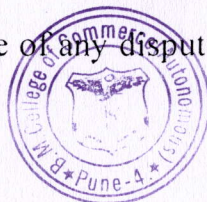
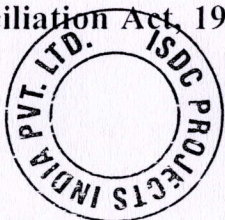


will license such rights to the other Party on a non-exclusive basis, without the right to sub-license, solely for the purpose and to the extent necessary in connection with the collaboration. Any such license will automatically terminate when the MoU is terminated.

15. For the purposes of this MoU, “**Confidential Information**” shall be all information of a confidential nature (whether written or oral) concerning the business and affairs of either Party which is obtained or received as a result of the discussions leading up to, the entering into or the performance of this MoU, including Financial Information, Training & Learning Material, Trade Secrets, University / College Lists, Trade and Commercial Details and Computer Software and Databases, the Contents of all Reports and Documentation prepared by either Party or on its behalf and any other information of a confidential nature designated by a Party as confidential; Each of the Parties shall at all times while this MoU remains in force and after it has terminated, keep confidential the Confidential Information except where:

- The Confidential Information was already lawfully known, or became lawfully known to either of the Parties independently.
- Disclosure or use is necessary by either of the Parties (including their employees, agents and sub-contractors) for the proper and effective performance of this MoU;
- Disclosure is required by law to any Government, Governmental Department, Agency, Regulatory or Fiscal Body or Authority (whether national or foreign) and their Authorised Agents (including professional advisers);
- The Confidential Information is disclosed, in the case of ISDC, to another member of the ISDC Group of Companies.
- Each Party undertakes to the other that it will not disclose or make use of, for its own benefit, any of the Confidential Information of that other Party.

16. All disputes and differences of any kind whatever arising out of or in connection with this MoU shall be referred to the arbitration as per the **Arbitration and Conciliation Act, 1996** and In case of any disputes not settled due to arbitration it





will license such rights to the other Party on a non-exclusive basis, without the right to sub-license, solely for the purpose and to the extent necessary in connection with the collaboration. Any such license will automatically terminate when the MoU is terminated.

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- The Confidential Information was already lawfully known, or became lawfully known to either of the Parties independently.
- Disclosure or use is necessary by either of the Parties (including their employees, agents and sub-contractors) for the proper and effective performance of this MoU;
- Disclosure is required by law to any Government, Governmental Department, Agency, Regulatory or Fiscal Body or Authority (whether national or foreign) and their Authorised Agents (including professional advisers);
- The Confidential Information is disclosed, in the case of ISDC, to another member of the ISDC Group of Companies.
- Each Party undertakes to the other that it will not disclose or make use of, for its own benefit, any of the Confidential Information of that other Party.

16. All disputes and differences of any kind whatever arising out of or in connection with this MoU shall be referred to the arbitration as per the **Arbitration and Conciliation Act, 1996** and In case of any disputes not settled due to arbitration it





will be subject to the courts of Pune Jurisdiction.

Each party hereby confirms its agreement to the terms contained in this MOU on this day of 14th January 2022.

On behalf of

BMCC College Pune

ISDC

Dr. Seema Purohit

Mr. Tushar Mapari

Principal

Regional Manager Sales

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed as of the first date set forth above.

On this 14th January 2022.

Witness:

BMCC Pune

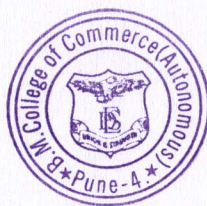
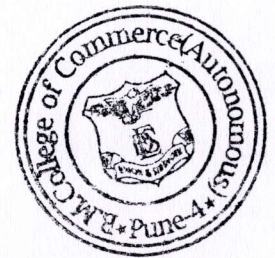
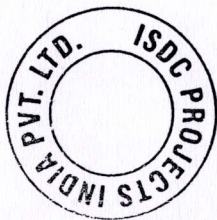
ISDC

Dr. Ashish Puranik

Mr Milind Date

Vice Principal

Director Learning





Annexure 1

Master Training sessions by ISDC Trainers through online mode:

Part	Module	Sessions
Part 1	Financial Planning, Performance & Analytics	60 Hrs
Part 2	Strategic Financial Management	60 Hrs
	TOTAL	120 Hours

Annexure 2

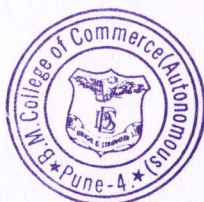
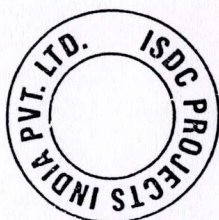
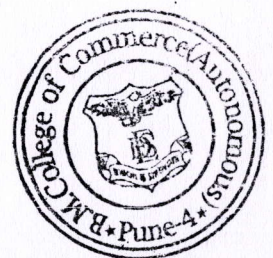
	Particulars	Regular Fee	Discounted Fee for BMCC	When to Pay?
IMA FEE	IMA - Professional Membership	\$ 39 Per year	\$ 118 for 3 years	At the time of admission in Semester I
	CMA Entrance Fee	\$ 188		
	Exam fee Part 1	\$311	\$ 200	At the time of taking up the Part 1 Exam.
	Exam fee part 2	\$311	\$ 200	At the time of taking up the Part 2 Exam.
	Total	\$ 927	\$ 518	

The applicable fees to be paid to IMA directly.

The mentioned IMA fee is valid up to Dec 2021.

IMA fee is as per the discretion of IMA and is subject to change.

<https://www.imanet.org/cma-certification/getting-started?ssopc=1>



B. Sanyal
Officiating Principal
B.M. College of Commerce
(Autonomous)
Pune - 411 004.

Memorandum of Understanding

This memorandum of understanding is made and executed at Pune on 09-03-2018, Friday.

BETWEEN

Brihan Maharashtra College of Commerce- (BMCC), address as 845, Shivajinagar Pune 411004, India, represented by The Chairman, LMC BMCC and The Principal BMCC hereinafter called the **Party of the FIRST PART**.

AND

CCA Education Pvt. Ltd Address: Office No 311/12/13/14, 3rd floor, Mahalaxmi Market, Mandai road, Shanipar chowk, Pune: 411002, hereinafter called the **Party of the SECOND PART**.

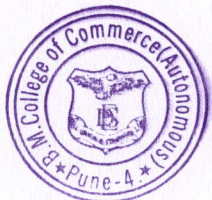
1. BACKGROUND

The **Party of the FIRST PART** was established in the year 1943, by the Deccan Education Society Pune. It is affiliated to the University of Pune and recognized by the Government of Maharashtra.

The **Party of the SECOND PART** is a corporate and academic trainer, who has wide experience in teaching technical and non-technical courses in accordance with professional and competent environment.

2. OFFER AND ACCEPTANCE

2.1. The **Party of the SECOND PART** made an offer to the **Party of the FIRST PART** by its offer letter dated 3rd Aug 2016.



2.2. After having preliminary discussions in this matter and have ascertained areas of broad consensus the both the parties mutually decided to finalize the terms and conditions to approve CCA to conduct training program on **TALLY ERP9** at Brihan Maharashtra College of Commerce- BMCC, Pune, campus.

3. PURPOSE

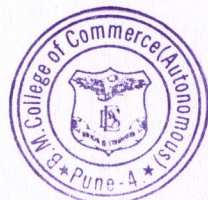
The purpose of this Memorandum of Understanding is to establish a framework for co-operation between **Parties of the FIRST PART** and **Party of the SECOND PART** to conduct the tally program courses at BMCC campus the parties now, have therefore, and agreed to sign Memorandum of Understanding. The Memorandum of Understanding will be applicable for the period April 2018 to May 2021.

4. RESPONSIBILITIES

4.1. Training Program and syllabus: The **Party of the SECOND PART** shall offer the following training program as approved by the **Party of the FIRST PART**.

Tally. ERP9 Courses-

Sr No	Course Name	Duration	With	Course Fees
1	Tally Professional-4 Credit	120 hrs	4 Books, Online Exam & Certificate	6000/- + GST
1	Smart Tally -2 Credit	75 hrs	2 Books, 2 Online Exam & Certificate	1800/- + GST



Syllabus:

Course: Tally Professional

1. Module 1 : Non Trading Organization:

- Introduction Of Tally, Accounting basics, Transactions in Tally.ERP 9, Ledger & Groups, Features Of Tally .ERP 9, Accounting Vouchers, Processing Transaction in Tally.ERP9 Use Of Vouchers, Purchase & Sales, Backup & Restore, Taxation in Tally n Tally.ERP 9, **GST Introduction, GST Mechanism & Journey, How GST Work, Chart Of Accounts, Function Key,**

2. Module 2 : Trading Organization:

- Purchase & Sales ,Cash & Credit Purchase & Sales ,Invoicing in Tally.ERP 9, Inventory Creation ,Inventory Transactions ,Features of Tally.ERP9 , Advanced Inventory Features, Actual & Billed Quantity, Separate Discount Columns, Multiple Price Levels, Taxation in Tally.ERP 9, Goods and Service Tax **G.S.T, Scenario 1, G.S.T.R 2 Return Summary, Exporting GSTR1 , Scenario 2, Statutory Adjustment , Scenario 3, Statutory Adjustment Of Reverse Charge, Scenario 4, Point of Sales(POS),Reports, Accounting Reports, Statement of Accounts Inventory Reports, Statements of Inventory, Statutory Reports**

3. Module 3 :Manufacturing Organization:

Accounting Voucher with GST applicable, batch wise details, Order Processing, Includes all Statutory Features, Goods Under GST ,Service Exempted, Processing Job, Goods and Services on Manufacturing Under GST, Job work In Order, TDS, TCS, Payroll, Multi Currency, Bill Of Material, Manufacturing Process.

4. Module 4 : Display & Reporting:

Include management & Control systems, Reports & All Statements, Backup & Restore, account Security, Budget, Scenarios, Finalization Of accounts.

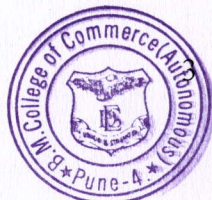
Course: Smart Tally:

Module 1 : Non Trading Organization:

- Introduction Of Tally, Accounting basics, Transactions in Tally.ERP 9, Ledger & Groups, Features Of Tally .ERP 9, Accounting Vouchers, Processing Transaction in Tally.ERP9, Use Of Vouchers, Purchase & Sales, Backup & Restore, Taxation in Tally in Tally.ERP 9, **GST Introduction, GST Mechanism & Journey, How GST Work, Chart Of Accounts, Function Key,**

Module 2: Trading Organization:

- Purchase & Sales, Cash & Credit Purchase & Sales, Invoicing in Tally.ERP 9, Inventory Creation, Inventory Transactions, Features of Tally.ERP9, Advanced Inventory Features, Actual & Billed Quantity, Separate Discount



Columns, Multiple Price Levels, Taxation in Tally. ERP 9, Goods and Service Tax **G.S.T, Scenario 1, G.S.T.R 2 Return Summary, Exporting GSTR1 , Scenario 2, Statutory Adjustment , Scenario 3, Statutory Adjustment Of Reverse Charge, Scenario 4,** Point of Sales(POS),Reports, Accounting Reports, Statement of Accounts Inventory Reports, Statements of Inventory, Statutory Reports

4.2. **Fees and Charges:**

4.2.1. It has been agreed to the Parties that the Fees for the said training Course shall be Rs. 1800/- + GST per Trainee for Smart Tally & Rs 6000/- + GST per Trainee for Tally Professional and **Party of the FIRST PART** shall collect fees from trainees.

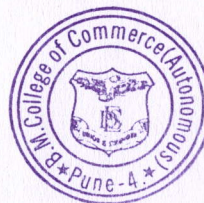
4.2.2. Fees will be Shared between the parties as follows

Course	Fees	CCA
Tally Professional	6000 + GST	3500+ GST
Tally Smart	1800 + GST	1000+GST

The **Party of the FIRST PART** shall make the 50% advance payment of the above said share after collecting from students within 15 days after start of the said training course. Such payment shall be calculated on the number of students admitted for the course batch and made along with the letter of confirmation to start the training batch.

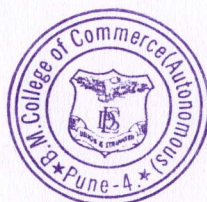
4.2.3. The **Party of the FIRST PART** shall pay remaining 50% of the Fees after completion of training batch.

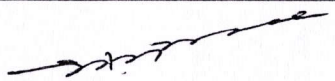
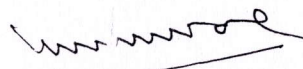
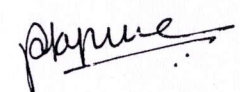
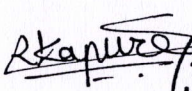
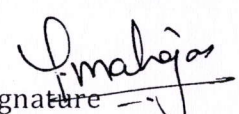
4.3. **Payment Mode:** The payment of share in fees as per clause 4.2.2 by the **Party of the FIRST PART** to the **Party of the SECOND PART** can be done through Cash/cheque/ DD/ RTGS/ NEFT or any other mode which is suitable and mutually decided between the parties.

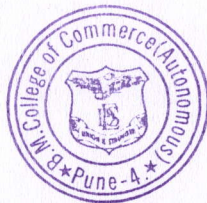
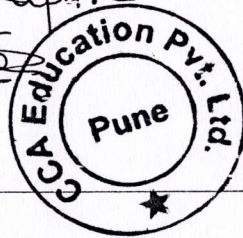


- 4.4. **Handouts and Certificates:** The cost of handouts and Certificates to be distributed and given to trainees is included in the Fees as decided in clause 4.2.1. The **Party of the SECOND PART** shall not distribute the Handouts and Certificates without prior permission of the **Party of the FIRST PART** the cost of printing certificate, study material, handouts should be borne by party of Second Part
- 4.5. **Training Schedule and Duration:** The schedule of the training batches will be decided as per mutual consent and availability of computer lab.
- 4.6. **Administrative and Infrastructural support:** The **Party of the FIRST PART** shall provide training room, suitable to the number of trainees to conduct training program along with Computer Lab, Projector with screen, Audio file players, and Helpdesk counter for counselling the students.
- 4.7. **Teaching Staff:** The trainer will be our professional certified and will be provided by part of the second part. The trainer's remuneration convenience will be paid by party of the second part. Trainer will not be employed by BMCC
- 4.8. Faculty will be provided By **Party of the SECOND PART** and their remuneration will be paid by **Party of the SECOND PART**.
- 4.9. **Exam:** The **Party of the SECOND PART** will conduct Tally Exam with prior permission of the **Party of the FIRST PART**.
- 4.10. **Resolution of dispute and jurisdiction:** This memorandum of understanding is governed and construed in all respects in accordance with the laws of India and each party hereby submits to the non exclusive jurisdiction of Pune Courts. In the event of any dispute or difference between The **Party of the FIRST PART** and the **Party of the SECOND PART** with regards to any terms of this memorandum of understanding, such dispute/difference shall be referred to mutually decided arbitrator for arbitration. The proceedings shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- 4.11. This MOU can be terminated by either parties with one month prior notice, subject to completion of batch in process.

In witness whereof the parties have signed this Memorandum of Understanding of the day, month and year first hereinabove written



Signed and delivered	Witness :
1)  Dr. S. N. Kanetkar 2) Mr. K. D. Shaligram	1.  Signature _____ Name : <u>Dr. C. N. Rawal</u> , Address : _____
PARTY OF THE FIRST PART	
1) Mrs. Puja A. Gavande  2) Miss Shradha R Kapure 	2.  Signature _____ Name : <u>Y. P. Mahajan</u> Address : _____
PARTY OF THE SEOND PART	



Memorandum of Understanding

This memorandum of understanding is made and executed at Pune on 09-03-2018, Friday.

BETWEEN

Brihan Maharashtra College of Commerce- (BMCC), address as 845, Shivajinagar Pune 411004, India, represented by The Chairman, LMC BMCC and The Principal BMCC hereinafter called the **Party of the FIRST PART**.

AND

CCA Education Pvt. Ltd Address: Office No 311/12/13/14, 3rd floor, Mahalaxmi Market, Mandai road, Shanipar chowk, Pune: 411002, hereinafter called the **Party of the SECOND PART**.

1. BACKGROUND

The **Party of the FIRST PART** was established in the year 1943, by the Deccan Education Society Pune. It is affiliated to the University of Pune and recognized by the Government of Maharashtra.

The **Party of the SECOND PART** is a corporate and academic trainer, who has wide experience in teaching technical and non-technical courses in accordance with professional and competent environment.

2. OFFER AND ACCEPTANCE

2.1. The **Party of the SECOND PART** made an offer to the **Party of the FIRST PART** by its offer letter dated 3rd Aug 2016



2.2. After having preliminary discussions in this matter and have ascertained areas of broad consensus the both the parties mutually decided to finalize the terms and conditions to approve CCA to conduct training program on **TALLY ERP9** at Brihan Maharashtra College of Commerce- BMCC, Pune, campus.

3. PURPOSE

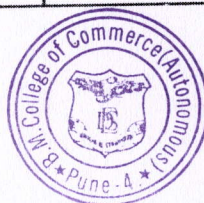
The purpose of this Memorandum of Understanding is to establish a framework for co-operation between **Parties of the FIRST PART** and **Party of the SECOND PART** to conduct the tally program courses at BMCC campus the parties now, have therefore, and agreed to sign Memorandum of Understanding. The Memorandum of Understanding will be applicable for the period April 2018 to May 2021.

4. RESPONSIBILITIES

4.1. Training Program and syllabus: The **Party of the SECOND PART** shall offer the following training program as approved by the **Party of the FIRST PART**.

Tally. ERP9 Courses-

Sr No	Course Name	Duration	With	Course Fees
1	Tally Professional-4 Credit	120 hrs	4 Books, Online Exam & Certificate	6000/- + GST
1	Smart Tally -2 Credit	75 hrs	2 Books, 2 Online Exam & Certificate	1800/- + GST



Syllabus:

Course: Tally Professional

1. **Module 1 : Non Trading Organization:**

- Introduction Of Tally, Accounting basics, Transactions in Tally.ERP 9, Ledger & Groups, Features Of Tally .ERP 9, Accounting Vouchers, Processing Transaction in Tally.ERP9, Use Of Vouchers, Purchase & Sales, Backup & Restore, Taxation in Tally in Tally.ERP 9, **GST Introduction, GST Mechanism & Journey, How GST Work, Chart Of Accounts, Function Key,**

2. **Module 2 : Trading Organization:**

- Purchase & Sales ,Cash & Credit Purchase & Sales ,Invoicing in Tally.ERP 9, Inventory Creation ,Inventory Transactions ,Features of Tally.ERP9 , Advanced Inventory Features, Actual & Billed Quantity, Separate Discount Columns, Multiple Price Levels, Taxation in Tally.ERP 9, Goods and Service Tax **G.S.T, Scenario 1, G.S.T.R 2 Return Summary, Exporting GSTR1 , Scenario 2, Statutory Adjustment , Scenario 3, Statutory Adjustment Of Reverse Charge, Scenario 4,** Point of Sales(POS),Reports, Accounting Reports, Statement of Accounts Inventory Reports, Statements of Inventory, Statutory Reports

3. **Module 3 :Manufacturing Organization:**

Accounting Voucher with GST applicable, batch wise details, Order Processing, Includes all Statutory Features, Goods Under GST ,Service Exempted, Processing Job, Goods and Services on Manufacturing Under GST, Job work In Order, TDS, TCS, Payroll, Multi Currency, Bill Of Material, Manufacturing Process.

4. **Module 4 : Display & Reporting:**

Include management & Control systems, Reports & All Statements, Backup & Restore, account Security, Budget, Scenarios, Finalization Of accounts.

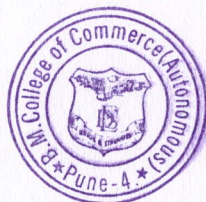
Course: Smart Tally:

Module 1 : Non Trading Organization:

- Introduction Of Tally, Accounting basics, Transactions in Tally.ERP 9, Ledger & Groups, Features Of Tally .ERP 9, Accounting Vouchers, Processing Transaction in Tally.ERP9, Use Of Vouchers, Purchase & Sales, Backup & Restore, Taxation in Tally in Tally.ERP 9, **GST Introduction, GST Mechanism & Journey, How GST Work, Chart Of Accounts, Function Key,**

Module 2: Trading Organization:

- Purchase & Sales, Cash & Credit Purchase & Sales, Invoicing in Tally.ERP 9, Inventory Creation, Inventory Transactions, Features of Tally.ERP9, Advanced Inventory Features, Actual & Billed Quantity, Separate Discount



Columns, Multiple Price Levels, Taxation in Tally. ERP 9, Goods and Service Tax **G.S.T, Scenario 1, G.S.T.R 2 Return Summary, Exporting GSTR1 , Scenario 2, Statutory Adjustment , Scenario 3, Statutory Adjustment Of Reverse Charge, Scenario 4,** Point of Sales(POS),Reports, Accounting Reports, Statement of Accounts Inventory Reports, Statements of Inventory, Statutory Reports

4.2. **Fees and Charges:**

4.2.1. It has been agreed to the Parties that the Fees for the said training Course shall be Rs. 1800/- + GST per Trainee for Smart Tally & Rs 6000/- + GST per Trainee for Tally Professional and **Party of the FIRST PART** shall collect fees from trainees.

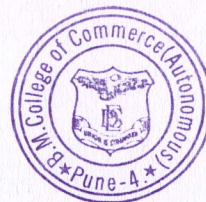
4.2.2. Fees will be Shared between the parties as follows

Course	Fees	CCA
Tally Professional	6000 + GST	3500+ GST
Tally Smart	1800 + GST	1000+GST

The **Party of the FIRST PART** shall make the 50% advance payment of the above said share after collecting from students within 15 days after start of the said training course. Such payment shall be calculated on the number of students admitted for the course batch and made along with the letter of confirmation to start the training batch.

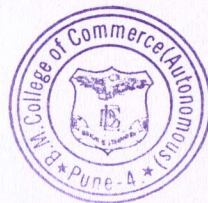
4.2.3. The **Party of the FIRST PART** shall pay remaining 50% of the Fees after completion of training batch.

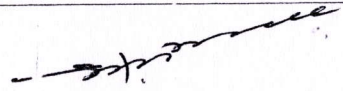
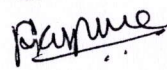
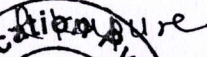
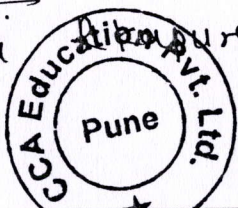
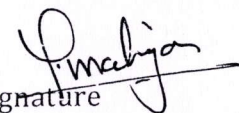
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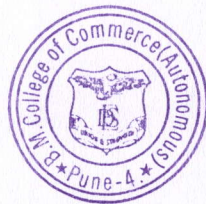


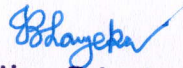
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In witness whereof the parties have signed this Memorandum of Understanding of the day, month and year first hereinabove written



Signed and delivered	Witness :
1)  Dr. S. N. Kanetkar 2) Dr. K. D. Shaligram	1.  Signature _____ Name : <u>Dr. C. N. Rawal</u> . Address : _____
PARTY OF THE FIRST PART 1) Mrs. Puja A. Gavande  2)  Miss. Shraddha  	2.  Signature _____ Name : <u>Y. P. Mahajan</u> Address : _____
PARTY OF THE SEOND PART	




Officiating Principal
B.M. College of Commerce
(Autonomous)
Pune - 411 004.

5

Bahai Academy
26/05/2018



Memorandum of Understanding Between

DECCAN EDUCATION SOCIETY'S BRIHAN MAHARASHTRA COLLEGE OF
COMMERCE, PUNE

And
THE BAHÁ'Í ACADEMY (A RECOGNIZED INSTITUTION OF SHIVAJI
UNIVERSITY), PANCHGANI, DIST.: SATARA

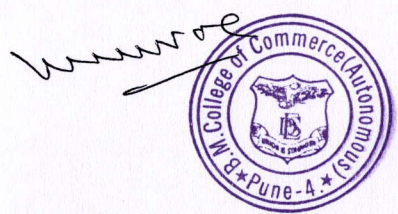
In Relation to the Programme "Education in Universal Human Values"

Preamble

Brihan Maharashtra College Of Commerce, Pune and the Bahá'í Academy, Panchgani recognizing the strengths and achievements of the College, in offering opportunities for higher education to hundreds of deserving students from Pune and beyond; and recognizing its high aspiration and commitment to educating future generations to be ethical professionals, creative and informed citizens with strong moral capabilities for personal development and contributing to unity, prosperity and social progress;

And bearing in mind that the Bahá'í Academy, a Recognized Institution of Shivaji University, is an institution engaged in research and action in the field of value education for institutions of higher learning and its commitment to the above aspirations and commitments by providing a programme of international standard on education in universal human values which includes a number of courses for faculty members, Administrative/non-teaching staff members, both U.G. and P.G. students, and research courses. And noting the recognition that the Bahá'í Academy has achieved in providing this programme to institutions of higher learning in Maharashtra and beyond, a programme that is universally relevant with secular modules prepared by well qualified local and international educationists and trainers.

And acknowledging that the benefits to all the stakeholders of the programme include such **benefits to the students** as developing core employability skills (including attitudinal and affective abilities; skills such as team work and decision making; and values and attitudes such as integrity, self-discipline willingness to learn, flexibility, goal oriented mindeset), enhancing communication skills (such as team discussion, presentation, consultation, and clear thinking), becoming joyful learners with moral capabilities, leadership abilities and enhanced self-confidence, forming a global perspective and world-view, developing their vision and purpose in life, and serving communities. And in short they become "Leaders", but leaders of a new kind. And **benefits to the teachers** including boosting their professional growth through grooming their capabilities to meet the growing challenges of their professional and social mission, redefining their relationship with students and improving their participatory teaching skills and cooperative/experiential learning competence, overhauling their personalities and working out fresh value-based attitudes towards their institution and co-workers. And **benefits to the College** including training teachers in cooperative and participatory learning and becoming mentors for the modules of education in universal human values, implementing such meaningful Service Learning Activities/ Extension Activities by the students in the college neighborhood and target communities, promoting quality education by meeting some important criteria set by NAAC (NBA, TEQIP), promoting unity of vision and thought among students and



staff, begin changing their attitudes towards their responsibilities, enhancing leadership capabilities to fulfil the institution's vision and mission, and implementing innovative community projects.

And further noting the Courses/Activities being offered under this MoU by the for various target groups such as:

1. First Year Students:

To start with, there will be a 10-Day Campaign (10X6=60 hours) for the first year students to complete the Foundation Module "Moral Capabilities: Fundamentals" and its related practical assignments and community project. This is equal to 4 Credits, as per the UGC norms.

Fees payable to the Academy will be Rs.850/- per participant. This will include study material, evaluation and certification. As this is the first collaborative activity of the two institutions, the Academy will not charge any training /tuition fee for this batch. It is expected that a large number of students will participate. The College will provide tea and mid-day food to the participants. Travelling expenses of the Resource Persons and hospitality will be provided by the College. As discussed, the Campaign will be in the first week of September.

Evaluation and Certification:

Assessment and evaluation will be done by the Academy. Certificates will be issued to the deserving participants jointly by the Bahá'í Academy and the BMCC

2. M.Com. Students:

These students will take Academy's Course called "ASHA: Abilities, Skills and Healthy Attitudes". (A 9 Credit Course)

ASHA is a Course for intellectual, professional, moral and social development of the youth. It seeks their personal and career development while building their moral capabilities to meet their social responsibilities:

Fee structure of the course per student:

A: Tuition fees:

Rs 1500/-

B: Other fees:

- Course materials and students' portfolios to be supplied by the Bahá'í Academy: Rs. 375/-
- Supervision at College level and Project by the Bahá'í Academy: Rs 250/-
- Evaluation by the Bahá'í Academy: Rs 75/-
- Certification Rs.75/-

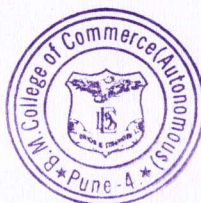
Total: Rs.2275

3. U.G. Students: 3 –Level Course for Self Development

The Bahá'í Academy offers a 12-Credit Diploma Course for Self Development called "Fostering Personal Development and Social Progress". It consists of three levels of 4-credits each. Students can take one level can per semester or per year. Thus on completion of their degree course, they will also be awarded their diplomas in "Fostering Personal Development & Social Progress".

Level 1: Foundation Level

At the Foundation Level, students study a module designed to help develop moral capabilities such as managing one's affairs with rectitude of conduct, building environments of unity built on diversity and fostering initiative. This module is accompanied by the service learning activities module, training on cooperative learning and Happy Hippo Show are also included.



Level 2: Certificate Level

At the Certificate Level, in addition to the foundation level modules, students study the two moral forces; "Attraction to Beauty" and "Thirst for Knowledge." The impact of change, forces of destruction and construction, destiny of mankind, Human Rights and Duties and influencing and being influenced by the environment are among other themes of this module.

Level 3: Diploma Level

The Diploma Level includes the modules of the above two courses and also the Basic Concepts of Education module. This module presents eight aspects of education.

1. Its nature.
2. Aim.
3. The nature of understanding.
4. Concepts and information.
5. The twofold purpose of education.
6. Investigation of truth.
7. Building capabilities.
8. Integration.

Alternatively they may opt for module "True Happiness, Social Harmony and Peace"

Evaluation and Certification:

Assessment and evaluation will be done by the Academy. Certificates will be issued to the deserving participants jointly by the Bahá'í Academy and the BMCC.

4. Refresher Course for Non-Teaching Staff Members:

There will also be a two-day (or a three-day) workshop at the Academy for non-teaching staff members of the College.

Similarly workshop for teaching staff members will be arranged at the Academy.

Certification:

Certificates will be issued to the deserving participants jointly by the Bahá'í Academy and the BMCC.

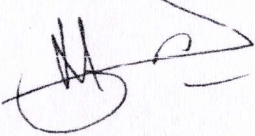
Expenses:

The expenses per person for the three-day Workshop will be as follows.

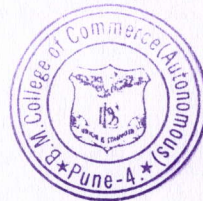
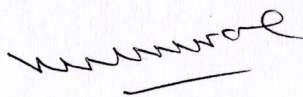
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|---|---------------|
| 1. Registration | Rs. 100/- |
| 2. Study Kit and Certification | Rs. 850/- |
| 3. Training | Rs. 720/- |
| 4. Three days food and Accommodation at dormitories
(This includes Daily three meals, twice tea and refreshment) | Rs. 2310/- |
| | Total: 3980/- |

Note: Accommodation at double occupancy rooms if required will be @ Rs. 480/- extra per day per person.

Therefore the **BRIHAN MAHARASHTRA COLLEGE OF COMMERCE, PUNE AND THE BAHÁ'Í ACADEMY, PANCHGANI** enter into the following Memorandum of Understanding which will remain valid for an initial period of five years.



Page 3 of 6



Terms and Commitments:

The Bahá'í Academy has developed modules and courses as described above, focusing on Universal Human Values, life skills and abilities, healthy attitudes, and leadership capabilities. These modules draw on universal principles, cooperative and experiential learning techniques, educational activities and games, personal and people skills and reflection upon current problems and challenges facing India and the world, including the problems faced by the younger generation of university and college students. Hence personal development, family environment, career and professional development, and service to society are the contexts within which the development of human values and soft skills are addressed.

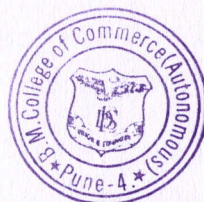
1. The Bahá'í Academy's Commitment:

- i- The Academy will conduct the necessary Teachers' Orientation and Refresher Workshops on the modules of Courses under this Memorandum as per a schedule agreed by the Bahá'í Academy and Brihan Maharashtra College Of Commerce, (BMCC) Pune and the Bahá'í Academy, Panchgani College. Each faculty member thus trained will form a Study Group among students and train them as per the course content and methodology. (It is preferable that initially the Teacher:Student ratio for these Study Groups will be about 1:25)
- ii. The Academy will support these study groups through visits, at least three times per module, by its Programme Officers, to guide and facilitate their progress to fulfil the educational objectives of the programme. They make suggestions and recommendations to the teachers / mentors and College authorities in this regard. These visits will be part of this MoU; no honorarium will be provided to the Academy Officers for these visits. Travel expenses and hospitality will be provided to the Academy representatives by the College.
- iii. The Academy will conduct assessment and evaluation of the students' progress at the end of each module and prepare Certificates/Diplomas (and transcripts) at the end of each Course for the deserving students to be issued jointly with the College.
- iv. Similarly the Teachers who mentor these students, the College Principal as well as the College receive from the Bahá'í Academy their respective Certificates of Accomplishment.
- v. The Academy will carry out one joint research project per module with the College. It will be related to various aspects/impacts of education in universal human values, and provide required academic and administrative support for the same.

2. Brihan Maharashtra College Of Commerce College's Commitment:

- i- The College decides and informs the Bahá'í Academy what percentage of its students and teachers should receive the benefits for this MoU during its 5-year term.
- ii- The College will provide financial support for Teachers' Orientation Workshops/FDPs, and Administrative staff workshops.
- iii- The College will ensure that on completion of their training the trained teachers (who will become mentors for Education in Universal Human Values programme) form Study Groups of about 25 students each and implement the Course among them on payment of the Course fees by the students. Students can grow through higher modules each subsequent year and achieve higher levels of competence and certification.
- iv- The College will ensure that adequate publicity is given to the programme among the students through various means.
- v- The College will provide a slot of 3-4 hours in its weekly timetable (for about 10 weeks in one or two semesters) and/or a few days campaign in its annual calendar for implementing contact sessions and service learning activities, that is a total of 40 hours per module for contact sessions and about 30 hours for Service Learning Activities/Community Project.
- vi- The College will ensure that the mentors' reports and students' assignments are submitted to the Academy on time for evaluation.

The College nominates a capable and interested staff member to be the Programme Coordinator at the College and be the liaison with the Academy.



3. Shared Responsibilities:

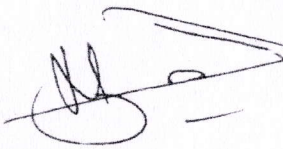
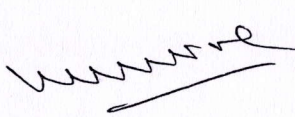
- i. Both parties to this Memorandum undertake to promote its terms and implement the same in good faith and in a spirit of mutual co-operation.
- ii. Either or both the parties may propose changes to the implementation strategies as the programme progresses, bearing in mind the feedback from trainers and the course participants. If these changes are accepted by both parties as adding value to the courses, both organizations continue to present the courses as joint awards.
- iii. Subject to any financial constraints and any such arrangements as may be necessary to safeguard the confidentiality of any information or documents, the parties agree to provide each other with such documents, information or materials as may be necessary for any activity to be carried out under this memorandum.
- iv. Quality control is the shared responsibility of both the parties, each one in its own sphere of activities and roles.
- v. Both the parties share the right of accepting into the course students who desire to join the course.
- vi. Although evaluation and assessment is carried out by the Bahá'í Academy, certificates and transcripts are issued jointly by the College and the Academy.

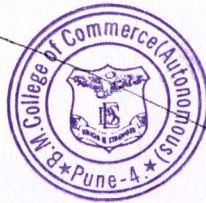
4. Final Provisions:

- i. This MoU is valid only if within 3 months from its inception, the first training programme stipulated in this MoU is implemented.
- ii. The terms of this memorandum may be amended in writing with the written consent of both organizations. The organizations undertake to resolve in good faith any concerns or questions which may arise concerning the terms and implementation of this Memorandum of Understanding.
- iii. Either organization may terminate this Memorandum of Understanding by giving three months prior notice in writing to the other party, which shall not however affect any legal rights or obligations which may have been created under any agreement.
- iv. This MoU shall also stand terminated for any reason such as legal processes, Acts of the State or similar such exigencies beyond the normal control of the parties concerned and which disable any of the parties hereto from functioning further.

5. Arbitration:

Any dispute arising in relation to or in connection with this MoU between the parties shall be resolved by mutual negotiations. In case of any unresolved dispute, the parties shall refer the said dispute for arbitration, to the sole arbitrator appointed by the Principal, Brihan Maharashtra College Of Commerce, Pune, and the Director of the Bahá'í Academy and the decision of the arbitrator shall be final and binding on both the parties. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to such arbitration. Such arbitration proceeding shall be held at Panchgani.



I. Dated, this the day of year
For College
Principal

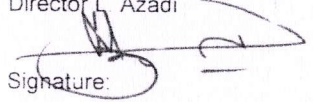
Signature:

Seal of College,

Address:

Phone and Fax No.

II. Dated, this the 26th day of May year 2018
For Bahá'í Academy, Panchgani
Director L. Azadi

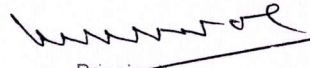
Signature: 

Ph: 02168-240100/240461



Seal of the Bahá'í Academy, Shivajinagar,
Panchgani-412 805, Dist. Satara, Maharashtra.

Signature

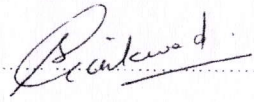

Principal
BMCC College, Pune



III. Witnesses:

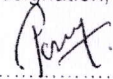
Dr. Mrs. Shashi Gawkwad, Asst. Director

1. Name, Designation and Address:

Signature: 

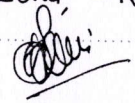
Mr. Parag B. Tondale, Programme Officer

2. Name, designation, address:

Signature: 

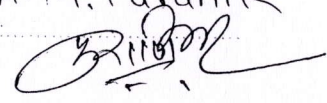
3. Name, designation, address:

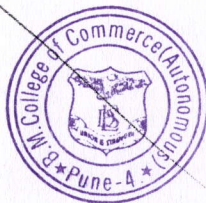
S. G. Gosavi - Registrar, BMCC


Signature: 

4. Name, designation, address:

Dr. A. M. Puranik

Signature: 




Officiating Principal
B.M. College of Commerce
(Autonomous)
Pune - 411 004.

Memorandum of Understanding

Commencement Date: the last date of signature by both parties of this document being

Between **Brihan Maharashtra College of Commerce (BMCC)**, 845, Shivajinagar, Pune, Maharashtra 411004

and

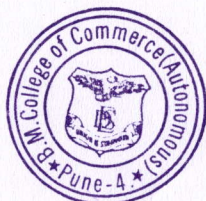
Association of Chartered Certified Accountants, incorporated by Royal Charter (number RC000732) of The Adelphi, 1-11 John Adam Street, London WC2N 6AU ("ACCA")

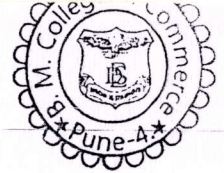
1. Background

- 1.1. This Memorandum of Understanding (MOU) made between the Brihan Maharashtra College of Commerce (BMCC) and ACCA provides for the establishment of a mutual co-operation between these two institutions.
- 1.2. Recognising the value of promoting mutual co-operation for the advancement of their respective members and the accountancy and tax professions, Brihan Maharashtra College of Commerce (BMCC) and ACCA agree to the following terms as set out below.

2. Purpose

- 2.1. The purpose of this MoU is to set out the understanding between the Parties without any intention to create legal relations, rather in the spirit of mutual cooperation. Any collaborative ventures that may bind the Parties are subject to separate contractual arrangements. The purpose of this MoU is to explore opportunities for collaboration to their mutual benefit, to set out the respective roles and responsibilities of the Parties in working cooperatively to further each other's and their mutual interests.
- 2.2. No funding will be required from either Party except as mutually agreed from time to time. The Parties agree that all financial arrangements will be negotiated for each specific case prior to commencement of the activity and will depend on the availability of funds.





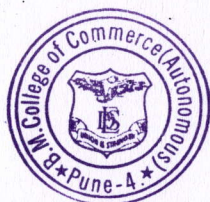
3. Duration and Termination

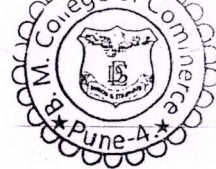
- 3.1. This MOU will be deemed to have come into force and effect on the Commencement Date and will continue for a period of three (3) years from that date. The parties agree to review this MOU annually. This MOU may be terminated at any time during its term by either ACCA or Brihan Maharashtra College of Commerce (EMCC) upon three (3) months' prior written notice to the other.
- 3.2. Either party may terminate ("Terminating Party") this MOU by immediate written notice to the other party in the event of an occurrence of any act, omission or conduct which is deemed by the Terminating Party, at all times acting reasonably, to undermine, jeopardise or damage the professional reputation of the Terminating Party.
- 3.3. This MOU may be amended upon the mutual written agreement of both parties.

4. Specific areas of co-operation

ACCA undertakes to work together with Brihan Maharashtra College of Commerce (BMCC) in the following areas:

- 4.1. Provide access to ACCA professional development and learning resources
- 4.2. Learning and development initiatives - e.g. competencies, skills and training mapping, etc.
- 4.3. Jointly develop strategies and marketing campaigns to promote the global collaboration between BMCC and ACCA
- 4.4. Work collaboratively and carry out joint engagement and outreach to promote and create awareness about ACCA trainings, Qualification, ACCA-X, master's programme and other relevant trainings
- 4.5. Joint partnership programmes supporting the training and development of students to prepare them for successful careers in accountancy and finance;
- 4.6. Explore and create new pathways for students to further their education and enhance their careers in accountancy and finance;
- 4.7. Enhance the employability of students through capacity building initiatives;
- 4.8. Tap into one another's networks of professional and industry contacts to support the above objectives





5. Other areas of co-operation

Brihan Maharashtra College of Commerce (BMCC) and ACCA will also explore other potential areas where co-operation would be of mutual benefit.

6. Confidentiality

The parties agree to keep confidential any information which is disclosed or obtained and which is not publicly available or already known and not to disclose such information to third parties, otherwise than in accordance with the consent of the other party or as required by law or any relevant regulatory authority.

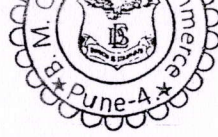
7. Anti-bribery and Modern Slavery Measures

- 7.1. Each Party undertakes to the other to comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption and each other's respective anti-bribery and gift and hospitality policies (where applicable) as may be amended from time to time, copies of which will be provided on written request.
- 7.2. Each party shall ensure that it and any persons or subcontractors involved in the delivery of the objectives of this MOU shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force.
- 7.3. Breach of this part 7 shall be deemed to be a material breach and in case either party breaches this part 7, the non-breaching party may terminate the MOU immediately by written notice.

8. Intellectual Property Rights

- 8.1. All intellectual property content that is developed jointly by the Parties after the commencement of this MOU will be jointly owned by the Parties and subject to any other terms and conditions that will be worked out on a case-to-case basis, as may be agreed upon in writing.
- 8.2. Any intellectual property that is owned by either of the Parties, pre dating this agreement, and is exploited or modified under this MOU, will remain the sole property of that Party. It will therefore not be reproduced or transmitted in any other form or by any other means, electronic or mechanical, including photocopying, recording on any storage or retrieval system, without the prior permission and written consent of the intellectual property owner.
- 8.3. Use of logos, trademarks, intellectual property, copyright materials, etc. will be in accordance with each organisation's guidelines. Neither Party shall use, nor permit any person or entity to use the name, logo (or any variation thereof), intellectual property, copyright





materials, etc. of the other party without first obtaining the other Party's written consent.

9. Assignment

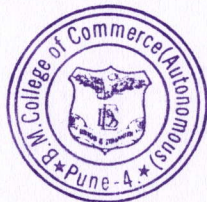
Unless this MOU expressly states otherwise, no right or obligation arising under this MOU may be assigned, transferred or otherwise disposed of, in whole or in part, without the prior written agreement of the parties.

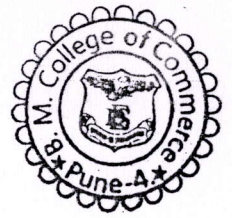
10. Form of Understanding

- 10.1. This MOU outlines the areas of co-operation that have been agreed between Brihan Maharashtra College of Commerce (BMCC) and ACCA, however nothing in this MOU should be construed as creating legal obligations between the two parties, except for clauses 6 (Confidentiality), 7 (Anti-bribery Measures) and 8 (Intellectual Property).
- 10.2. This MOU supersedes any previous agreement between the parties relating to its subject matter.

11. Good Faith

- 11.1. In entering into this MOU, the parties recognise that it is impractical to make provisions for every contingency that may arise during the course of the MOU.
- 11.2. Accordingly, the parties declare it to be their intention that this MOU shall operate between them in accordance with the principles of good faith, with fairness and without detriment to the interests of anyone and if any dispute arises, the parties shall use commercially reasonable endeavours to agree upon such action as may be necessary and equitable to remove or resolve the cause or causes of the same.





[Handwritten signature]

Brihan Maharashtra College of Commerce (BMCC)

Name: Dr. Chandrakant N Rawal

Position: Principal

Date: 23/05/2018

[Handwritten signature]

Brihan Maharashtra College of Commerce (BMCC)

Name: Shri. Kiran Shaligram I

Position: Chairman CDC

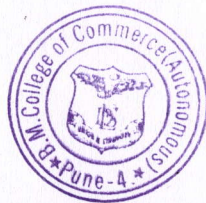
Date: 23/05/2018

Signed for and on behalf of Association of Chartered Certified Accountants

Name _____

Position _____

Date _____

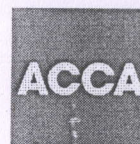


[Handwritten signature]

Officiating Principal
B.M. College of Commerce
(Autonomous)
Pune-411004.

Exemption Accreditation

Think Ahead



This is to certify that

Savitribai Phule Pune University

**B.Com with International Finance
(in conj with Deccan Education Society's
Brihan Maharashtra College of Commerce)**

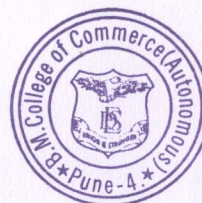
is an

ACCA Accredited Programme

A handwritten signature in black ink, appearing to read 'J. Bennett', written over a horizontal line.

Judith Bennett

Director – Professional Qualifications



Association of Chartered Certified Accountants

This certificate remains the property of ACCA and must not in any circumstances be copied, altered or otherwise defaced.

ACCA retains the right to demand the return of this certificate at any time and without giving reason.

Yashodhan Mahajan
Savitribai Phule Pune University
Deccan Education Society's Brihan Maharashtra College of Commerce
845, Shivajinagar
Pune
411 004
India

18 March 2019

Dear Yashodhan Mahajan

B.Com with International Finance
(in conj with Deccan Education Society's Brihan Maharashtra College of Commerce)

I refer to your application for exemption accreditation in respect of the above programme.

I am pleased to advise that ACCA has now fully assessed this programme for accreditation. Cohorts will be eligible for exemption as follows:

B.Com with International Finance (in conj with Deccan Education Society's Brihan Maharashtra College of Commerce)	
Accountant in Business Management Accounting Financial Accounting Corporate Law	On completion
Performance Management	1306(I) Costing Paper I 1406(I) Costing Paper II
Taxation	1604(A) Taxation

This programme will hold accreditation for a period of 5 years, for graduates from 01/01/2021 until 31/12/2025. If any module changes should occur within this period, please let ACCA know as soon as possible.

Full details of the syllabus, study guide and examinations are available on ACCA's website at <http://www.accaglobal.com>. This accredited programme will be communicated externally by ACCA via our exemption calculator.

ACCA does not permit, under any circumstances, the unauthorised copying, reproduction or translation of ACCA's qualifications. ACCA's entire suite of qualifications remains the intellectual property of ACCA and should never be held out as the intellectual property of another party.

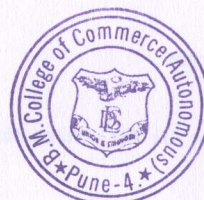
ACCA

+44 (0)141 534 4199

PQApprovals@accaglobal.com

www.accaglobal.com

110 Queen Street Glasgow G1 3BX United Kingdom






Any attempt to copy, replicate or translate any aspect of ACCA's qualifications is an infringement of ACCA's intellectual property rights and, as such, provides grounds for ACCA to pursue a claim for copyright infringement.

Please also note ACCA's policy statement on copyright infringement at the following weblink: http://www.accaglobal.com/content/dam/acca/global/pdf/copyright_statement.pdf

Please do not hesitate to contact me by e-mail at PQApprovals@accaglobal.com if I can be of further assistance.

Yours sincerely


Jason Forbes
Professional Qualifications Approvals Officer

On completion	Accountant in Business Management Accounting Financial Accounting Corporate Law
1300(1) Costing Paper I 1400(1) Costing Paper II	Performance Management Taxation



ACCA



+44 (0)141 534 4199



PQApprovals@accaglobal.com



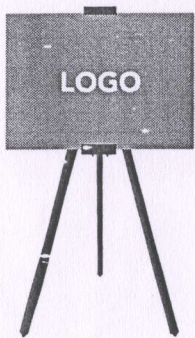
www.accaglobal.com



110 Queen Street Glasgow G1 3BX United Kingdom



ACCA Accredited Programme logo usage guide



User Guide



If you require further help with, or advice about the ACCA logo, please e-mail design@accaglobal.com

If you have been accepted onto ACCA's accredited programme, you should have received logo artwork.

The logo should be printed in ACCA red only. The ACCA letters must always be white. The red square of the ACCA logo contains an integral white border outline. This will only reproduce if the logo is placed onto a coloured background as shown opposite. The 'reversed' logo should only be used when being placed onto a dark background.

The recommended minimum size is 12mm.

IMPORTANT: For printing purposes ACCA will supply you with EPS files which you should pass on to your print provider. EPS files can be 'placed' or 'inserted' into most software applications. It is only possible to 'open' EPS files with specialised software and this operation is not necessary or required before using them. To view the logo, open the PDF version which should also have been supplied to you.

PNG files are for on-screen use. They should be reproduced at actual size and not reduced or enlarged at all. **THE PNG FILE MUST NOT BE USED FOR PRINT PURPOSES.**

USAGE NOTE

Where possible, the logo should be placed towards the outer edges of a page or screen layout and preferably towards the bottom right. However, this is a recommendation only and should not restrict or compromise a layout. An area no less than 4mm must be allowed between the entire outer perimeter of the logo and any other text, graphical element or page edge etc. Only officially supplied digital artwork should be used and under no circumstances should the logo be recreated or altered ie by cropping or stretching. No other text or graphical elements may be added to the logo and none of the elements contained within the logo may be removed or rearranged.

Logo in colour



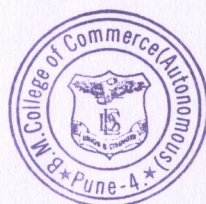
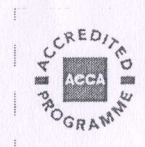
Reversed logo



Recommended minimum size is 12mm



Leave a 4mm space around the entire perimeter of the logo



Bhambhani
Officiating Principal
B.M. College of Commerce
(Autonomous)
Pune - 411 004.

(8)

Mettle Innovations

29/01/2020

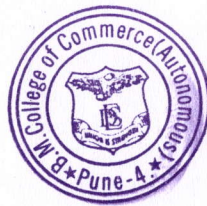
MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN

DECCAN EDUCATION SOCIETY'S Brihan Maharashtra College Of
Commerce, Pune

&

Mettle Innovations





महाराष्ट्र MAHARASHTRA ○ 2019 ○

AW 252922

₹ 500 28 JAN 2020 500
मुद्रांक संख्या
मुद्रांक मूल्य
मुद्रांक जारी करने का तिथि
मुद्रांक जारी करने का स्थान
मुद्रांक जारी करने का अधिकारी का नाम
मुद्रांक जारी करने का पता

Prin B.M.C.C
Bmcc Reg. Pune
Mx - 198
S.B. Chitre - Prin

सी. आर. राजेंद्र डी. परदेशकर
प्रधान अ. 2902103
29/1/20, देकन जिमखाना
पुणे 411004

22 JAN 2020
प्रथम मुद्रांक लिपीक
कोषागार मंत्री कार्यालय

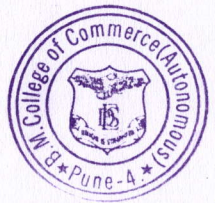
ज्या कारणासाठी या मुद्रांक जारी केले जाऊ शकते त्याच कारणासाठी
मुद्रांक खोरी याप्रमाणे प्रत्येक मुद्रांक यापुढील कोषागार मंत्री कार्यालय आणि
P. 107
PRIYANKA
PRAVEEN
MAHAMUNI
DIST PUNE
(MAHARASHTRA)
Regd. No.16221
Exp. Dt.
08/01/2025
GOVERNMENT OF INDIA

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 29th day of January – Two Thousand Twenty (29.01.2020),

BETWEEN

DECCAN EDUCATION SOCIETY'S Brihan Maharashtra College Of Commerce, Deccan Gymkhana ,Pune 411004, the First Party represented herein by its Principal BMCC , Dr.C.N.Rawal, 845,Deccan Gymkhana ,Pune 411004, (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

Mettle Innovations, 106, Grandeza Apartment, Bhujbal Township, Kothrud Pune 411038
the **Second Party**, and represented herein by its **Chief Executive Officer, Mukund Jagdish Deshpande** (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).

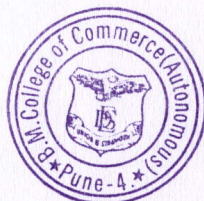
(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

First Party is a Higher Educational Institution named:

DECCAN EDUCATION SOCIETY'S Brihan Maharashtra College Of Commerce, Deccan Gymkhana ,Pune 411004,

- 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) **Mettle Innovations** –, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of Business and Commerce and related fields
- F) **Mettle Innovations** –, the Second Party is promoted by its **Chief Executive Officer,**



Mukund Jagdish Deshpande, 106, Grandeza Apartment, Bhujbal Township,
Kothrud Pune 411038

- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MOU is sworn.

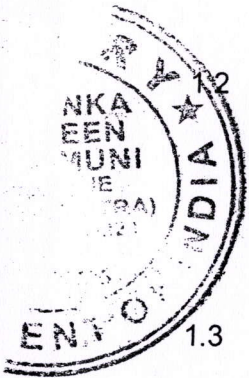
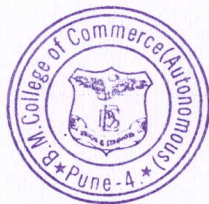
NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

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 that may be relevant to secure additional opportunities for one another.

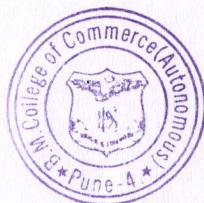
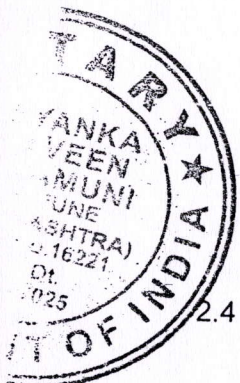
First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.

- 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 so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per UGC/AICTE internship Policy. The Second Party will also register itself on UGC/AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields under the scope of institution
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **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.

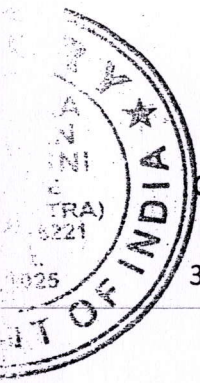
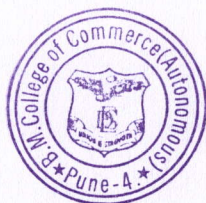
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
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- 2.11 Both parties will be indulging in the specific certificate courses and will share revenue for the same. The revenues will be decided and agreed upon depending on the scope of work for both the parties.

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.
- 3.2 The incidental IPR created because of this MoU and activities under its umbrella will be shared after case to case considerations not limited to knowhow, inventions, patents, copyrights and design.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Mettle Innovations**, the Second Party,

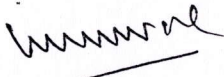


as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **Mettle Innovations**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

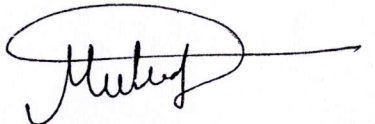
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

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.

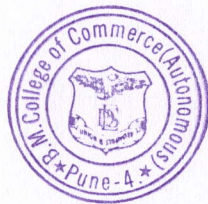
x 

First Party



Second Party

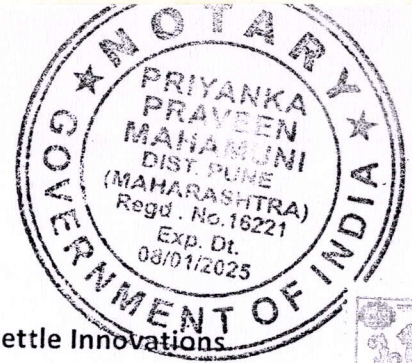
Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance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



AGREED:

For DECCAN EDUCATION SOCIETY'S
Brihan Maharashtra College Of Commerce,
Deccan Gymkhana ,Pune 411004,

For – Mettle Innovations

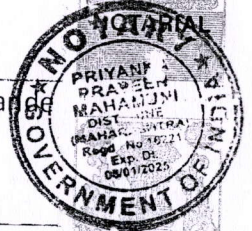
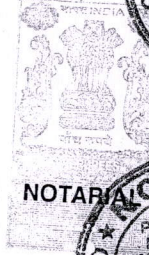


X Wammal

Authorized Signatory

Muttel

Authorized Signatory



Name of Institution- DECCAN EDUCATION SOCIETY'S Brihan Maharashtra College Of Commerce,	Name of Industry- Mettle Innovations
Address: Deccan Gymkhana ,Pune 411004,	Address:106, Grandeza Apartment, Bhujbal Township, Kothrud Pune 411038
Contact Details Dr. C.N.Rawal 9890132166	Contact Details: Mukund Jagdish Deshpande +91 9730306695 +91 9422701984
E-mails: principal.bmcc@despune.org	E-mails: mukundj.deshpande@gmail.com
Web: https://www.bmcc.ac.in	Web: www.mettleinnovations.in

Witness1:

X B/S
Bharati Upadhye

Witness2:

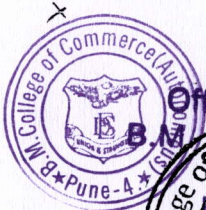
Vidishpande
(Vrushali Deshpande)

Witness3:

Deepale Powdel

Witness4:

Tejashree Sukre
(Tejashree Sukre)



Officiating Principal
B.M. College of Commerce
(Autonomous)
Pune-411004.

NOTED AND REGISTERED
AT SR. NO. 87/2020
DATE 25 NOV 2020

PRIYANKA PRAVEEN MAHAMUNI
NOTARY, GOVT. OF INDIA
Residential Add.-
238, Budhwar Peth, Bhat Wada,
Babuwan Chowk Near Tulshi Baug,
PUNE-411004.
Mob. No.8485853091, 8275796400

BEFORE ME
Gahamuni
PRIYANKA PRAVEEN MAHAMUNI
NOTARY GOVT. OF INDIA
DIST. PUNE (MAHARASHTRA)
Regd. No.16221
Exp. Dt.08/01/2025

Stamp

9

15

Objectives Solutions

29/01/2020

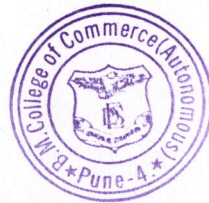
MEMORANDUM OF UNDERSTANDING (MOU)

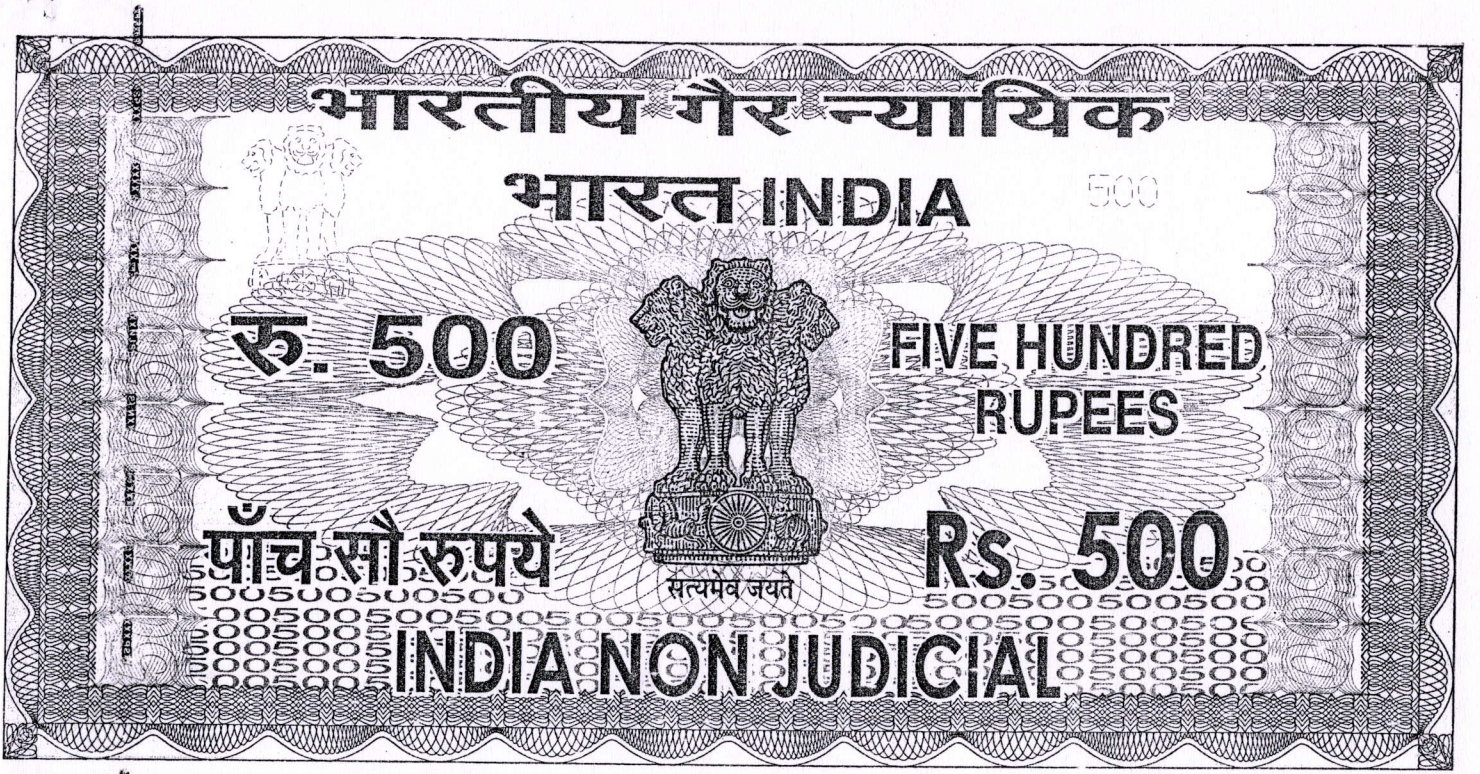
BETWEEN

DECCAN EDUCATION SOCIETY'S Brihan Maharashtra College of
Commerce, Pune

&

OBJECTIVE SOLUTIONS





महाराष्ट्र MAHARASHTRA

2019

AW 252927

17505, 28 JAN 2020 80

दस्तावेज प्रकार.....

दस्त नावणी करणार आहेत का ? होय / नाही.....

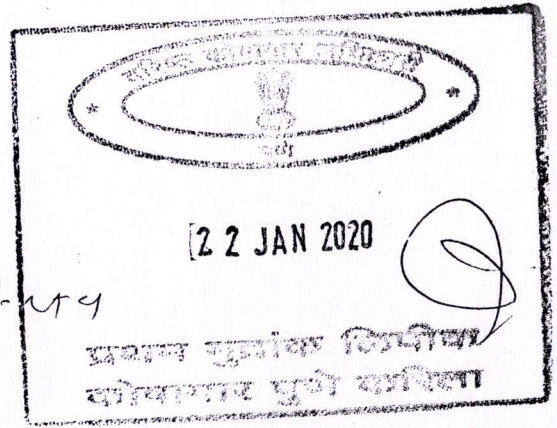
मिळवणीचे वर्णन.....

मुद्रांक विकत घेणाऱ्याचे नांव..... Prin Bmcc

पत्ता..... Bmcc, Deccan Gymkhana, Pune

दुसऱ्या पक्षकाराचे नांव..... Objective Solutions Party

हस्ते द्यायचीचे नांव व पत्ता..... S.B. Chitre - Party



[Handwritten signature]

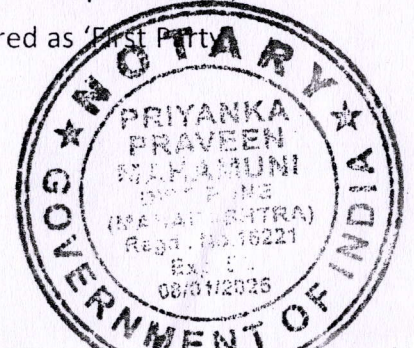
सी. आरिचिनी डी. पाटमकर
पर्यायाना क्र. २२०११३३
६५८/ए, डेकन जिमखाना
पुणे ४११००४

मुद्रांक विकत घेणाऱ्याची सही MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 29th day of January – Two Thousand Twent / (29.01.2020),

BETWEEN

DECCAN EDUCATION SOCIETY'S Brihan Maharashtra College Of Commerce, Deccan Gymkhana ,Pune 411004, the First Party represented herein by its Principal BMCC , Dr.C.N.Rawal, 845,Deccan Gymkhana ,Pune 411004, (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

Objective Solutions BHAMA Emerald, 3rd Floor, Chaitanya Nagar, Pune Satara Road, Dhankawadi, Pune- 411043, Maharashtra, and represented herein by its Founder and Chief Technology Officer, Rajesh Parekar, (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:

DECCAN EDUCATION SOCIETY'S Brihan Maharashtra College Of Commerce, Deccan Gymkhana ,Pune 411004,

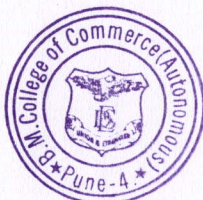
B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

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) **Objective Solutions**–, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of Business and Commerce and related fields

F) **Objective Solutions**–, the Second Party is promoted by its Founder and Chief Technology Officer, Rajesh Parekar, BHAMA Emerald, 3rd Floor, Chaitanya Nagar, Pune Satara Road, Dhankawadi, Pune- 411043, Maharashtra

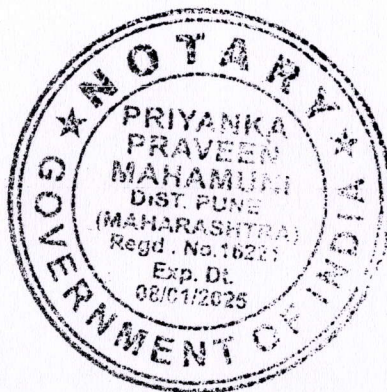
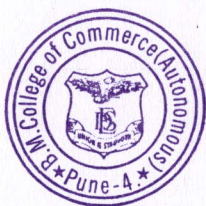
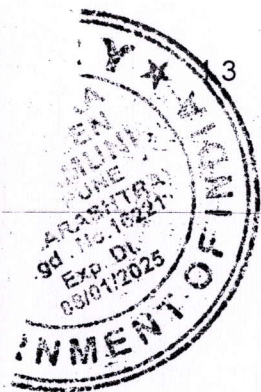


- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MOU is sworn.

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

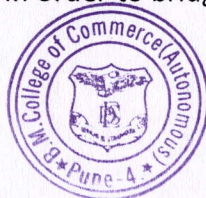
CLAUSE 1 CO-OPERATION

- 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 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.
- 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 so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per UGC/AICTE internship Policy. The Second Party will also register itself on UGC/AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields under the scope of institution
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry



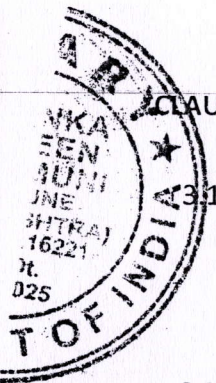
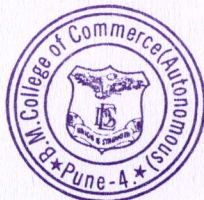
ready.

- 2.7 **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.
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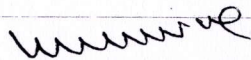
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CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

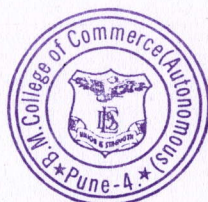
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FirstParty

SecondParty

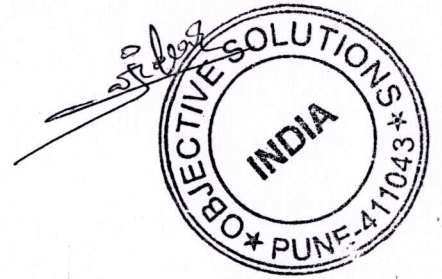
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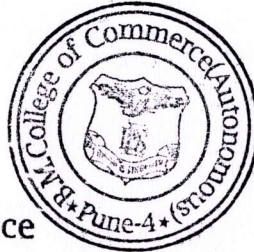
AGREED:

For DECCAN EDUCATION SOCIETY'S
Brihan Maharashtra College Of Commerce,
Deccan Gymkhana ,Pune 411004,

For – Objective Solutions



[Signature]



Authorized Signatory

Authorized Signatory
Principal
B. M. College of Commerce
(Autonomous)
Pune - 411 004.

Name of Institution- DECCAN EDUCATION SOCIETY'S Brihan Maharashtra College Of Commerce,	Name of Industry- Objective Solutions
Address: Deccan Gymkhana ,Pune 411004,	Address: BHAMA Emerald, 3rd Floor, Chaitanya Nagar, Pune Satara Road, Dhankawadi, Pune- 411043, Maharashtra
Contact Details Dr. C.N.Rawal 9890132166	Contact Details: Rajesh Parekar 9881122186
E-mails: principal.bmcc@despune.org	E-mails: <u>rajparekar@gmail.com</u> <u>rajesh@coreobjectivesolutions.com</u>
Web: https://www.bmcc.ac.in	Web: www.objectiveindia.com

Witness1:

Witness2:

Witness3:

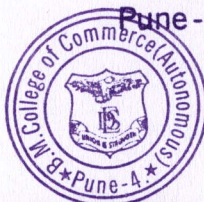
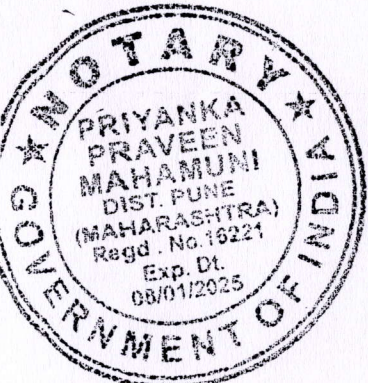
Witness4:

[Signature]
Officiating Principal
B.M. College of Commerce
(Autonomous)
Pune - 411 004.

BEFORE ME

[Signature]

PRIYANKA PRAVEEN MAHAMUNI
NOTARY GOVT. OF INDIA
DIST. PUNE (MAHARASHTRA)
Regd. No.16221
Exp. Dt.09/01/2025



NOTED AND REGISTERED
AT SR. NO. 92/2020
DATE 08 DEC 2020

PRIYANKA PRAVEEN MAHAMUNI
NOTARY, GOVT. OF INDIA
Residential Add.-
238, Budhwar Peth, Bhat Wada,
Babugenu Chowk, Near Tulshi Baug,
PUNE-411002.
Mob. No.8485853091, 8275796400

MEMORANDUM OF UNDERSTANDING(MOU)**BETWEEN****DECCAN EDUCATION SOCIETY'S Brihan Maharashtra College of
Commerce, Pune****&****Opine Group**



महाराष्ट्र MAHARASHTRA

2019

AW 127811

क्र. 584/29 JAN 2020 500

पक्षकार

दस्तावेज को करणार अहंत का ? होय // नाही

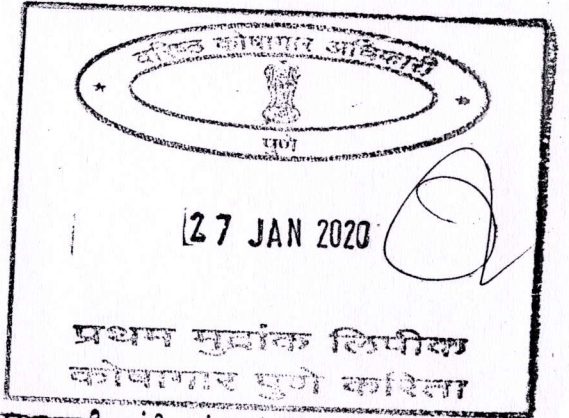
मिळविलेले वर्णन

मुद्रांक विकत घेणाऱ्याचे नाव P. N. Rawal B.M.C.C.

पत्ता B.M.C.C. Bldg. Pune

मुद्रांक पक्षकाराचे नाव O.P. Rawal

मुद्रांक घेतलेले नाव व पत्ता S. B. Chitambar - Pune



[Signature]

सौ. आश्विनी डी. पाटसकर
परवाना क्र. 22011333
646/ए, डेकन जिमखाना
पुणे 411004

मुद्रांक विकत घेणाऱ्याची सही

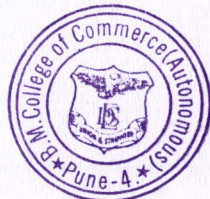
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्याच कारणासाठी
मुद्रांक खरेदी केल्यापासून 6 महिन्यात यासाठी वेळोवेळी अर्ज

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 29th day of January – Two Thousand Twenty (29.01.2020),

BETWEEN

DECCAN EDUCATION SOCIETY'S Brihan Maharashtra College Of Commerce, Deccan Gymkhana ,Pune 411004, the First Party represented herein by its Principal BMCC , Dr.C.N.Rawal, 845,Deccan Gymkhana ,Pune 411004, (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

Opine Group, 2nd Floor, IDBI Bank Bldg, Mendele Garage Rd, Near Abhishek Veg, Erandwana, Pune 411004, and represented herein by its Founder Anand Kolharkar (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:

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DECCAN EDUCATION SOCIETY'S Brihan Maharashtra College Of Commerce, Deccan Gymkhana ,Pune 411004,

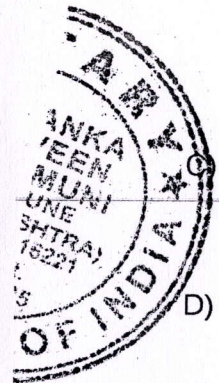
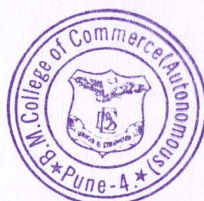
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The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.

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

E) **Opine Group –**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of Business and Commerce and related fields

F) **Opine Group –**, the Second Party is promoted by its Founder Anand Kolharkar, 2nd Floor, IDBI Bank Bldg, Mendele Garage Rd, Near Abhishek Veg, Erandwana, Pune 411004

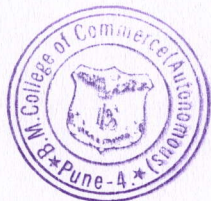


- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MOU is sworn.

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

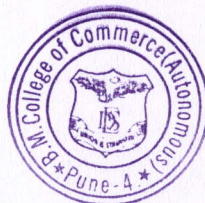
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CLAUSE 2 SCOPE OF THE MOU

- 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 so that the students fit into the industrial scenario meaningfully.
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- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields under the scope of institution
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
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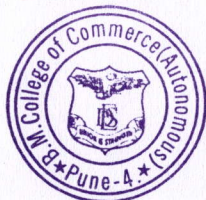
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- 2.10 There is no financial commitment on the part of the **DECCAN EDUCATION SOCIETY'S Brihan Maharashtra College Of Commerce, Deccan Gymkhana ,Pune 411004**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.
- 2.11 Both parties will be indulging in the specific certificate courses and will share revenue for the same. The revenues will be decided and agreed upon depending on the scope of work for both the parties.

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- 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.
- 3.2 The incidental IPR created because of this MoU and activities under its umbrella will be shared after case to case considerations not limited to knowhow, inventions, patents, copyrights and design.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Opine Group**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **Opine Group**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be



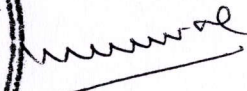
construed as an extension of this MOU

- 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.





First Party

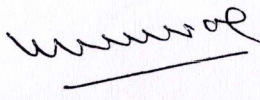

* _____
Second Party

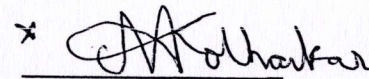
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AGREED:

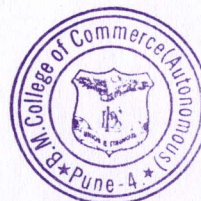
For **DECCAN EDUCATION SOCIETY'S**
Brihan Maharashtra College Of Commerce,
Deccan Gymkhana ,Pune 411004,

For – **Opine Group**



* 

Authorized Signatory
PRINCIPAL
B. M. College of Commerce
(Autonomous)
Pune - 411 004.



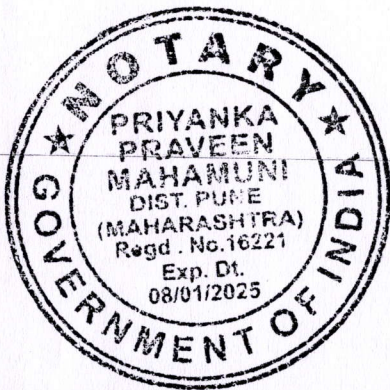
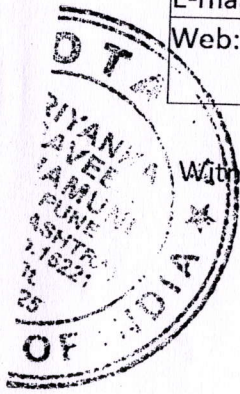
Name of Institution- DECCAN EDUCATION SOCIETY'S Brihan Maharashtra College Of Commerce,	Name of Industry- Opine Group
Address: Deccan Gymkhana ,Pune 411004,	Address: 2nd Floor, IDBI Bank Bldg, Mendele Garage Rd, Near Abhishek Veg, Erandwana, Pune 411004
Contact De tails Dr. C.N.Rawal 9890132166	Contact Details: Anand Kolharkar 9850837305
E-mails: principal.bmcc@despune.org	E-mails: anandkolharkar@opinegroup.com
Web: https://www.bmcc.ac.in	Web: https://www.opinegroup.com

Witness1:

Witness2:

Witness3:

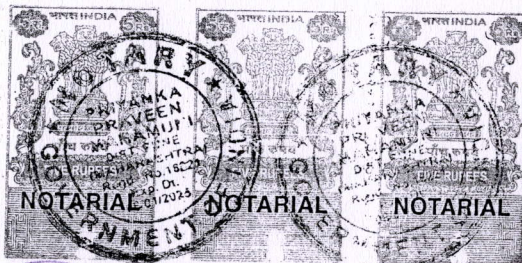
Witness4:



NOTED AND REGISTERED
AT SR. NO. 9012020
DATE 08 DEC 2020

BEFORE ME

Priyanka Mahamuni
PRIYANKA PRAVEEN MAHAMUNI
 NOTARY GOVT. OF INDIA
 DIST. PUNE (MAHARASHTRA)
 Regd. No.16221
 Exp. Dt.08/01/2025



PRIYANKA PRAVEEN MAHAMUNI
 NOTARY, GOVT. OF INDIA
 Residential Add.-
 238, Budhwar Peth, Bhat Wada,
 Babugenu Chowk. Near Tulshi Baug,
PUNE-411002.
Mob. No.848453091, 8275796400



B. M. Rawal
Officiating Principal
B.M. College of Commerce
(Autonomous)
Pune - 411 004.

(11)

Blue Planet Solutions etc.

29/01/2020

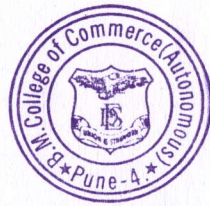
MEMORANDUM OF UNDERSTANDING(MOU)

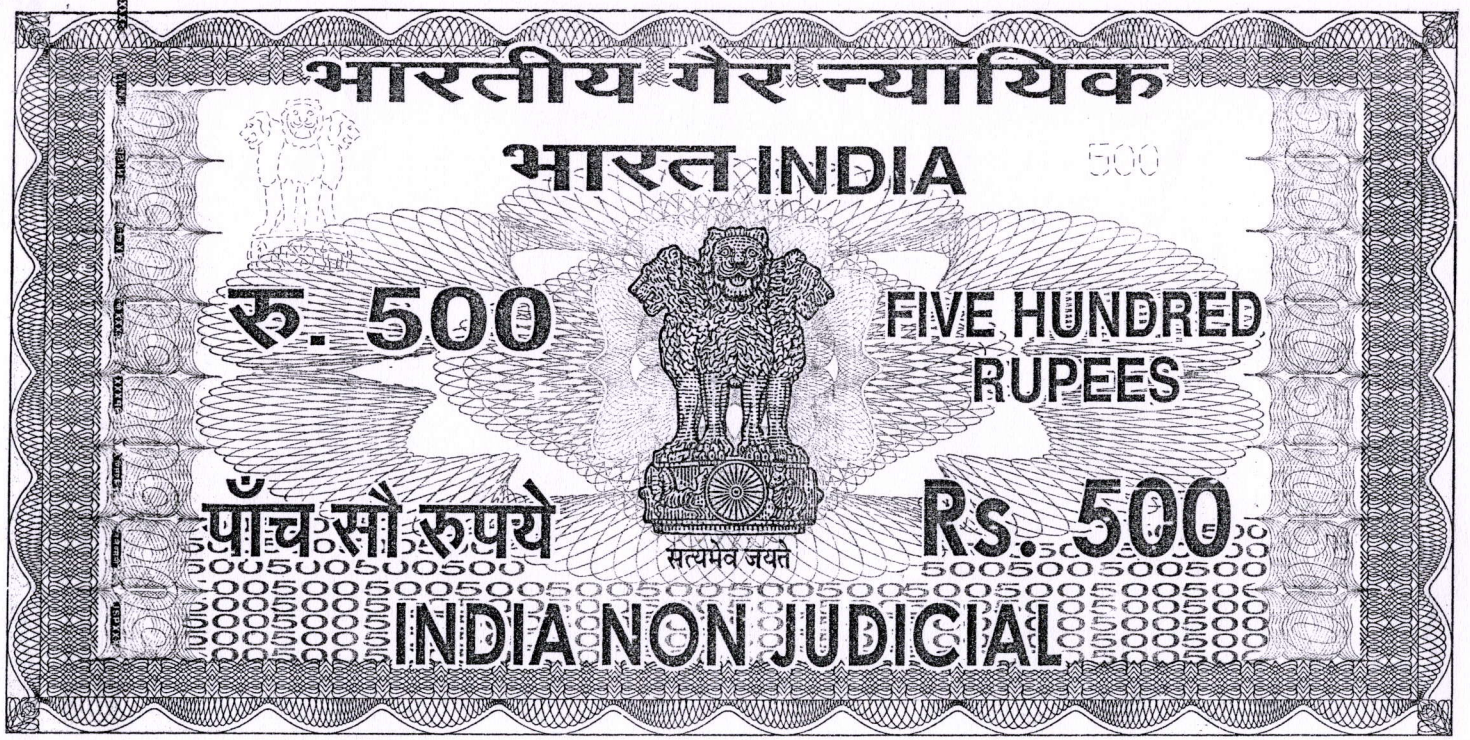
BETWEEN

DECCAN EDUCATION SOCIETY'S Brihan Maharashtra College Of
Commerce, Pune

&

Blue Planet Solutions/ Smart Cookie/ Smart Radio





महाराष्ट्र MAHARASHTRA

© 2019 ©

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28 JAN 2020

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दस्तावेज प्रकार..... may

दस्तावेज करणार आहेत का ? होय / नाही.....

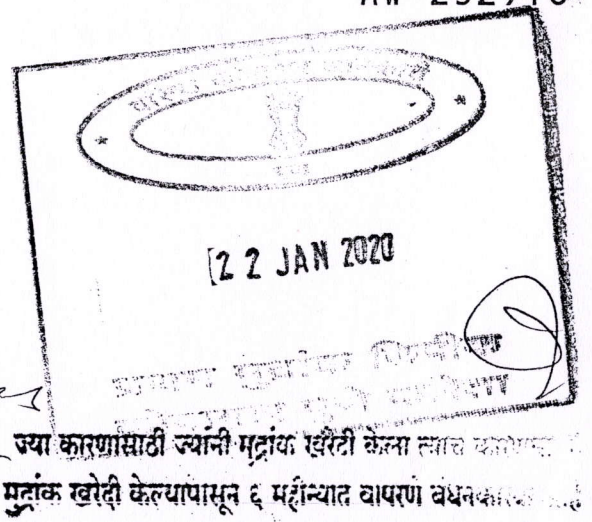
मिटरकमीने रकम.....

मुद्रांक देवकते घेणाऱ्याचे नाव..... Prince BMCC

पत्ता..... 100, Raj Park

दुसऱ्या पक्षकगचे नाव..... Blue Planet Solutions

हस्त व्यक्तीचे नाव व पत्ता..... S.B. Chitre - Pune



ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून 6 महीन्यात वापरणं बंधनकारक आहे.

सी. आश्विनी डी. पाटयकर
परधाना क्र. २२०९१३३
६५८/ए, डेक्कन जिमखाना
मु. ४११००४

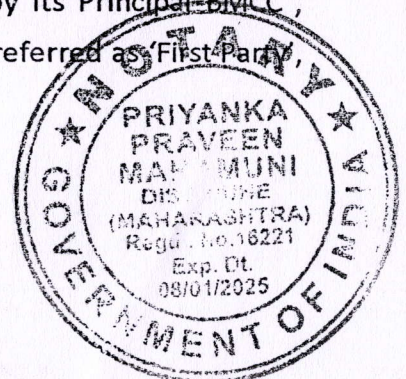
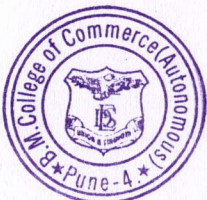
मुद्रांक विकत घेणाऱ्याची सही

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 29th day of January – Two Thousand Twenty (29.01.2020),

BETWEEN

DECCAN EDUCATION SOCIETY'S Brihan Maharashtra College Of Commerce, Deccan Gymkhana ,Pune 411004, the First Party represented herein by its Principal-BMCC , Dr.C.N.Rawal, 845,Deccan Gymkhana ,Pune 411004, (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

Blue Planet Solutions/ Smart Cookie/ Smart Radio, 55 Anmol Bldg, Prashant Society, Near Krishna Hospital, Paud Road, Kothrud Pune 411038 , the Second Party, and represented herein by its Vice President, Shubhangi Yeole (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:

DECCAN EDUCATION SOCIETY'S Brihan Maharashtra College Of Commerce, Deccan Gymkhana ,Pune 411004,

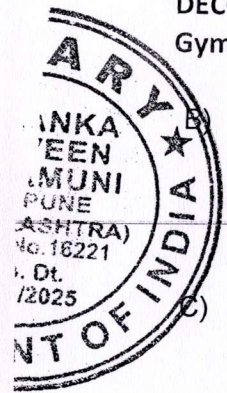
B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

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) Blue Planet Solutions/ Smart Cookie/ Smart Radio–, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of Business and Commerce and related fields

F) Blue Planet Solutions/ Smart Cookie/ Smart Radio–, the Second Party is



promoted by its Vice President, Shubhangi Yeole, 55 Anmol Bldg, Prashant Society, Near Krishna Hospital, Paud Road, Kothrud Pune 411038

- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MOU is sworn.

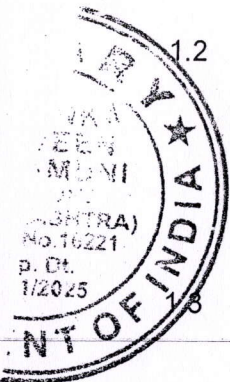
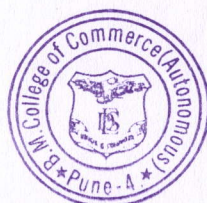
NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

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 that may be relevant to secure additional opportunities for one another.

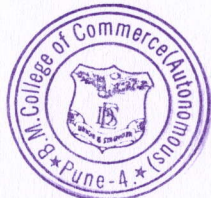
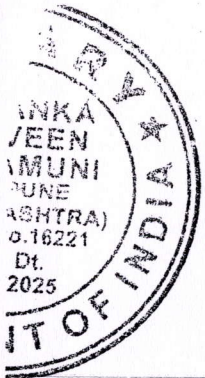
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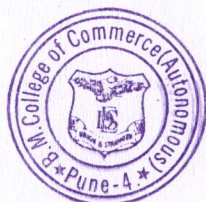
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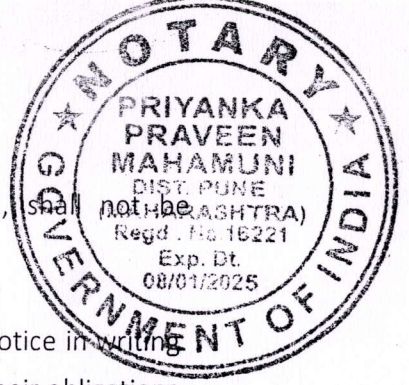
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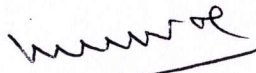


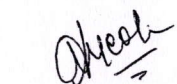
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First Party

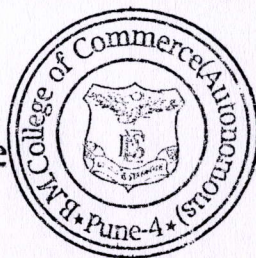

Second Party

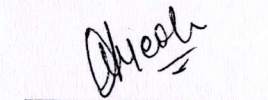
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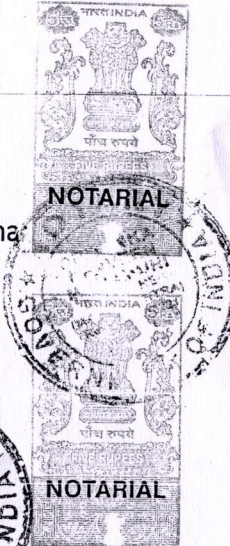
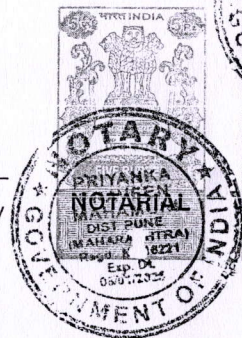
AGREED:

For DECCAN EDUCATION SOCIETY'S For – Blue Planet Solutions/ Smart Cookie/ Smart
Brihan Maharashtra College Of Commerce, Radio
Deccan Gymkhana ,Pune 411004,


Authorized Signatory
Principal
B. M. College of Commerce
(Autonomous)
Pune - 411 004.



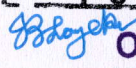

Authorized Signatory

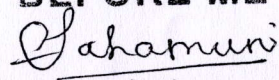


PRIYANKA PRAVEEN MAHAMUNI
NOTARY, GOVT. OF INDIA
Residential Add.-
238, Budhwar Path, Chat Wada,
Babugenu Chowk, Near Tulshi Baug,
PUNE-411002
Mob. No.8485856091, 8275796400

NOTED AND REGISTERED
AT SR. NO. 105/2020
DATE 10 DEC 2020




Officiating Principal
B.M. College of Commerce
(Autonomous)
Pune-411004.

BEFORE ME

PRIYANKA PRAVEEN MAHAMUNI
NOTARY GOVT. OF INDIA
DIST. PUNE (MAHARASHTRA)
Regd. No.16221
Exp. Dt.08/01/2025

(12)

J.A. Solutions
4/02/2020

MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN

**DECCAN EDUCATION SOCIETY'S Brihan Maharashtra College Of
Commerce, Pune
&**

J.A. Solutions





महाराष्ट्र MAHARASHTRA

2019

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 प्राप्तकर्ता का नाम.....
 मुद्रांक विफल प्रमाणपत्र संख्या.....
 मुद्रांक विफल प्रमाणपत्र संख्या.....
 मुद्रांक विफल प्रमाणपत्र संख्या.....
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 मुद्रांक विफल प्रमाणपत्र संख्या.....
 मुद्रांक विफल प्रमाणपत्र संख्या.....

22 JAN 2020
 प्रमाण मुद्रांक लिपिक
 कोषागार सुरक्षित करिता

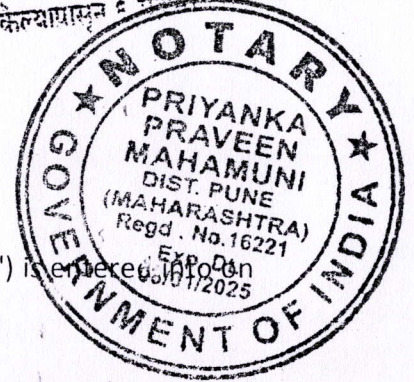
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्याच कारणासाठी
 मुद्रांक खरेदी केल्यापासून २ वर्षांच्या आत ही मुद्रांक खरेदी

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on
 this the 4th day of February – Two Thousand Twenty (04.02.2020),

BETWEEN

DECCAN EDUCATION SOCIETY'S Brihan Maharashtra College Of Commerce, Deccan
 Gymkhana ,Pune 411004, the First Party represented herein by its Principal BMCC ,
 Dr.C.N.Rawal, 845,Deccan Gymkhana ,Pune 411004, (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

J.A.Solutions, Kapila Park, Nr. Sumitraraja Udyan,Camp Sadar Bazar, Satara 415001, Maharashtra, the Second Party, and represented here n by its **Chief Executive Officer, Alankar Jadhav** (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:

DECCAN EDUCATION SOCIETY’S Brihan Maharashtra College Of Commerce, Deccan Gymkhana ,Pune 411004,

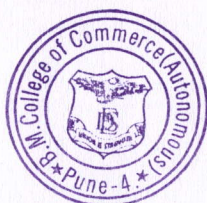
First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

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) **J.A. Solutions** –, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of Business and Commerce and related fields

F) **J.A. Solutions** –, the Second Party is promoted by its **Chief Executive Officer, Alankar Jadhav, Kapila Park, Nr. Sumitraraja Udyan,Camp Sadar Bazar, Satara 415001, Maharashtra**



- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MOU is sworn.

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

CLAUSE 1 CO-OPERATION

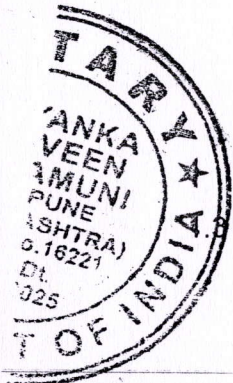
1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities 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.

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.

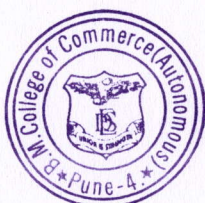
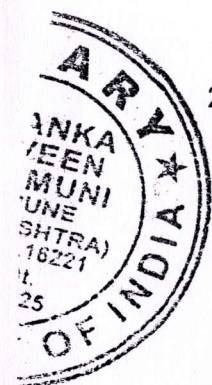
CLAUSE 2 SCOPE OF THE MOU

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 so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per UGC/AICTE internship Policy. The Second Party will also register itself on UGC/AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields under the scope of institution
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **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.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement



considering the National Occupational Standards in concerned sector, if available.

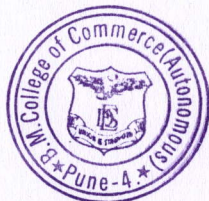
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of the **DECCAN EDUCATION SOCIETY'S Brihan Maharashtra College Of Commerce, Deccan Gymkhana ,Pune 411004**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.
- 2.11 Both parties will be indulging in the specific certificate courses and will share revenue for the same. The revenues will be decided and agreed upon depending on the scope of work for both the parties.

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.
- 3.2 The incidental IPR created because of this MoU and activities under its umbrella will be shared after case to case considerations not limited to knowhow, inventions, patents, copyrights and design.

CLAUSE 4 VALIDITY


- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **J.A. Solutions**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **J.A. Solutions**, 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.

x 

First Party



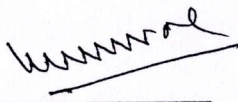
Second Party

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.

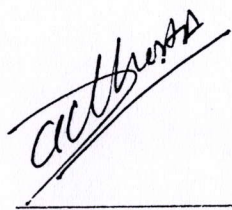
AGREED:

For DECCAN EDUCATION SOCIETY'S
Brihan Maharashtra College Of Commerce,
Deccan Gymkhana ,Pune 411004,

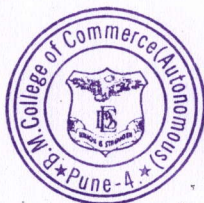
For – J.A. Solutions

x 

Authorized Signatory



Authorized Signatory



Name of Institution- DECCAN EDUCATION SOCIETY'S Brihan Maharashtra College Of Commerce,	Name of Industry- J.A. Solutions
Address: Deccan Gymkhana ,Pune 411004,	Address: Kapila Park, Nr. Sumitraraja Udyan, Camp Sadar Bazar, Satara 415001, Maharashtra
Contact Details Dr. C.N.Rawal 989013.166	Contact Details: Alankar Jadhav +919822420544
E-mails: principal.bmcc@despune.org	E-mails: alankar.jadhav@gmail.com
Web: https://www.bmcc.ac.in	Web: www.jasolutions.net

Witness1:

x BUS
Bharati Upadhye

Witness2:

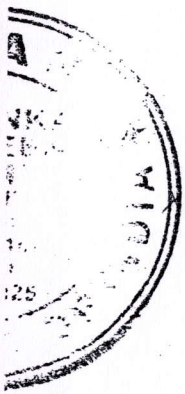
Garuda
Lavanya Raste

Witness3:

Dr
Deepak Paudel.

Witness4:

Mukund
(Mukund Deshpande)



Stamp



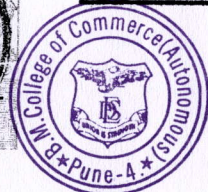
NOTED AND REGISTERED
AT SR. NO. 84/2020
DATE 25 NOV 2020

BEFORE ME

Priyanka

PRIYANKA PRAVEEN MAHAMUNI
NOTARY GOVT. OF INDIA
DIST. PUNE (MAHARASHTRA)
Regd. No. 10221
Exp. Dt. 05/01/2025

PRIYANKA PRAVEEN MAHAMUNI
NOTARY, GOVT. OF INDIA
Residential Add. -
238, Budhwar Path, Bhat Wada,
Babugenu Chowk, Near Tulshi Baug,
PUNE-411002.
Mob. No. 8485853091, 8275796400



Bodhaye
Officiating Principal
B.M. College of Commerce
(Autonomous)
Pune- 411 004.

Memorandum of Understanding
Between
Brihan Maharashtra College of Commerce (BMCC)
And
International Skill Development Corporation (ISDC)





MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into at Pune on this, 9th day of March in the Year 2018

BETWEEN:

ISDC Projects India Pvt Ltd, trading as ISDC - International Skill Development Corporation, (Registered under the Indian Companies Act, 1956), and having its Regional Office at Lakshmi Narayan Complex, Palace Road, Vasanth Nagar, Bengaluru, Karnataka - 560052 represented by its Head – Institutional Partnerships, Mr. Daya Murthy, hereinafter referred to as the **FIRST PARTY**

AND

Brihan Maharashtra College of Commerce, an institution affiliated to University of Pune with Autonomous Status; conducting Graduate and Post Graduate Courses having its premises and office at 845, Shivajinagar, Pune 411004. Maharashtra, represented by its Principal, Dr. C. N. Rawal, hereinafter referred to as the **SECOND PARTY**

Both parties as above have expressed a desire of entering into a Memorandum of Understanding to meet their respective objectives, which are set out herein below.

WHEREAS

- a. The First Party- ISDC, a Skill Development Company having expertise in Professional and Vocational Education and is interested in associating with the Second Party to develop, promote and deliver -



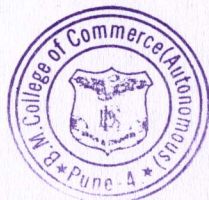


- B.Com, which is integrated with the ACCA – Association of Chartered Certified Accountants, UK Professional Qualification Curriculum.
 - BBA which is integrated with the ACCA – Association of Chartered Certified Accountants, UK Professional Qualification Curriculum.
- b. The Second Party on its part is interested in associating with First Party for using their expertise to develop, promote and deliver the courses mentioned above as the Undergraduate programs of Brihan Maharashtra College of Commerce with their Academic Autonomy and which leads to the following additional qualifications given below to the students enrolled with the Second Party along with their undergraduate degree from Brihan Maharashtra College of Commerce
- B.Com, which is integrated with the ACCA – Association of Chartered Certified Accountants, UK Professional Qualification Curriculum.
 - BBA, which is integrated with the ACCA – Association of Chartered Certified Accountants, UK Professional Qualification Curriculum.

The purpose of this Memorandum of Understanding is to set forth the terms and conditions under which the Parties to this understanding shall conduct themselves during the subsistence of the Memorandum.

This Memorandum of Understanding (“MOU”) is not, and is not intended to be, legally binding except as specifically set out below.

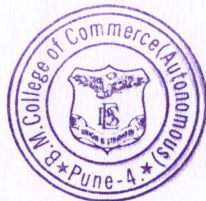
1. The First Party shall support the Second Party to develop the undergraduate courses mentioned in the First Part (Part A) of this MOU. The Students enrolled for these courses/programs leads to the additional qualifications / Membership from the respective professional organizations as mentioned above (Part B).
2. It is the responsibility of the Second Party to get the necessary approvals for running the program at Brihan Maharashtra College of Commerce. The final approved syllabus by





Board of Studies and Academic Council of the institution for the Courses/ Programs with the exemptionsavailed form professionalbodies through program accreditation process will be given as Annexure 1.

3. The First party can use the name of the Brihan Maharashtra College of Commerce (BMCC) for promoting the above program in advertisements and other modes of communications. The Promotion of the said program has to be taken-care jointly by the parties.
4. The admission criteria and the number of seats for the above said programs are fixed by the Second Party in consultation with First Party.
5. The First Party facilitates necessary train the trainer program.
6. The First Party provides Electronic Copy as well as limited printed copy for reference of relevant learning materials (For the subjects of integrated curriculum of professional bodies only) to the students enrolled for the above said Courses/Program
7. The First Party provides exam oriented training support to the students enrolled for the above program for their external examinations of ACCA. The number of hours per subject / paper/module is given as Annexure 2.
8. The students enrolled for B.Com and BBA are given the opportunity to attend the examinations of Certificate in IFRS of ACCA.
9. All responsibilities regarding registration of the students with professional bodies should be dealt with, by the First Party. The students have to follow the Rules and Regulations of Respective Professional bodies to appear the examination and pursue the qualifications/ memberships and designations.
10. The relevant fee to professional bodies has to be paid by the students directly as per the rules and regulations set by the professional bodies time to time as per Annexure 3.
11. Out of the Above Tuition Fees Collected, the Second Party has to make the necessary payment to the First party as per the table given below:

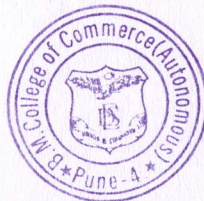




Courses/Programs	Payment before the commencement or at the beginning of the first semester
B.Com	INR 36,000 Per Student
BBA	INR 36,000 Per Student

This is for the Batch of 2018-19 while the same will continue for subsequent fresh batches.

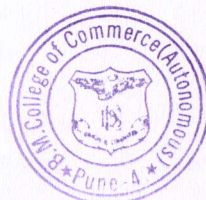
12. The complete list of Students of the course shall be provided to the First Party by the Second Party. Changes in Students, if any, shall be communicated by the representative of the Second Party to the First Party immediately.
13. It is intended that the terms of this MoU will remain in force for an initial period of three years set out above ie, the completion of First Batch or is otherwise terminated in accordance with the provisions of Clause 15. The MoU can be extended for further periods after the expiry of three years upon the parties mutually agreeing such extension in writing. The terms of this Memorandum may be modified at any time by both parties on mutual consent.
14. Either party shall be entitled to terminate the MOU on 60 days' notice. The MoU will automatically terminate:
 - Any potential Binding Agreement would be unenforceable, void or illegal due to any statutory or regulatory requirements; or
 - Terminates any Binding Agreement for cause.
 - In the event of the termination of the agreement, the First Party agrees to complete the existing batches on agreed terms.
15. All intellectual property created by a party in connection with the collaboration shall remain the property of that party. The parties agree that any material jointly created by the parties for the collaboration shall be jointly owned (in equal proportions) by the parties, unless otherwise agreed in writing.
16. Where the collaboration reasonably requires the use by one party of intellectual property that is owned by the other party (the "IPR Owner"), the IPR Owner will





license such rights to the other party on a non-exclusive basis, without the right to sub-license, solely for the purpose and to the extent necessary in connection with the collaboration. Any such license will automatically terminate when the MoU is terminated.

17. The college will comply by providing the required documents for ACCA Accreditation, academic program guide with details of the integrated syllabi and sample question papers.
18. For the purposes of this MoU, "**Confidential Information**" shall be all information of a confidential nature (whether written or oral) concerning the business and affairs of either party which is obtained or received as a result of the discussions leading up to, the entering into or the performance of this MoU, including financial information, training & learning material, trade secrets, college lists, trade and commercial details and computer software and databases, the contents of all reports and documentation prepared by either party or on its behalf and any other information of a confidential nature designated by a party as confidential; Each of the parties shall at all times while this MoU remains in force and after it has terminated, keep confidential the Confidential Information except where:
 - The Confidential Information was already lawfully known, or became lawfully known to either of the parties independently;
 - Disclosure or use is necessary by either of the parties (including their employees, agents and sub-contractors) for the proper and effective performance of this MoU;
 - Disclosure is required by law to any government, governmental department, agency, regulatory or fiscal body or authority (whether national or foreign) and their authorised agents (including professional advisers);
 - The Confidential Information is disclosed, in the case of ISDC, to another member of the ISDC group of companies;
 - Each party undertakes to the other that it will not disclose or make use of, for its own benefit, any of the Confidential Information of that other party.
19. All disputes and differences of any kind whatever arising out of or in connection with this MoU shall be referred to the arbitration, and the final decision of an arbitrator Jointly appointed by both the parties to be agreed upon and appointed by both the parties, or in case of disagreement as to the appointment of a single arbitrator, two





arbitrators, one to be appointed by each party and if there are two arbitrators, they shall before taking upon themselves the burden of reference appoint a third arbitrator who shall act as Presiding Arbitrator. This submission to the arbitrators shall be deemed to be a submission to arbitration within the meaning of the **Arbitration and Conciliation Act, 1996**, or any statutory modification thereof. The award of the arbitrator or arbitrators as the case may be, shall be final and binding on the parties.

20. This MoU does not bear any legal action status. However, in case of any dispute arising, the same will be resolved within Pune jurisdiction.

Each party hereby confirms its agreement to the terms contained in this MOU on this 9th day of March, 2018.

On behalf of **BMCC**

On behalf of **ISDC**

Dr. C. N. Rawal
Principal

Mr. Daya Murthy
Head – Institutional Partnerships

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed as of the first date set forth above.

On this 9th day of March 2018.

Witness

Shanmugan
Business Development Manager
ISDC

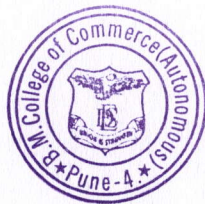




Annexure 2

B.COM International Finance and Accounting.

Revision Classes		
Exams	ACCA Papers	Sessions
Exam 1	F7 (Financial Reporting)	30 Hrs
Exam 2	F8 (Audit and Assurance)	30 Hrs
Exam 3	F9 (Financial Management)	30 Hrs
Exam 4	Strategic Business Leader (SBL)	30 Hrs
Exam 5	Strategic Business Reporting (SBR)	30 Hrs
Exam 6	Advanced Financial Management	30 Hrs
Exam 7	Advanced Performance Management	30 Hrs





Annexure 3

ACCA Exam fees		
Exams	ACCA Papers	GBP
Exempted	F1 (Accountant in Business)	0
Exempted	F2 (Management Accounting)	0
Exempted	F3 (Financial Accounting)	0
Exempted	F4 (Corporate and Business Law)	0
Exempted	F5 (Performance Management)	0
Exempted	F6 (Taxation)	0
Exam 1	F7 (Financial Reporting)	103
Exam 2	F8 (Audit and Assurance)	103
Exam 3	F9 (Financial Management)	103
Exam 4	Strategic Business Leader (SBL)	128
Exam 5	Strategic Business Reporting (SBR)	128
Exam 6	Advanced Financial Management	128
Exam 7	Advanced Performance Management	128
Total Exam Fees *		821

*The mentioned exam fees are as per standard entry

Please Note:

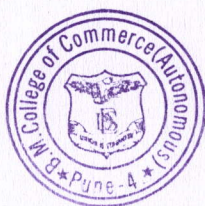
The ACCA Fees can be found on the URL given below and it is subject to the discretion of ACCA.

<http://www.accaglobal.com/in/en/qualifications/accountancy-career/fees/fees-charges.html?countrycode=India>

Out of the above Fees, the students are Paying 20 GBP towards Registration

The Exemption Fees for the First Six Papers from ACCA is waived off.

There is no waiver for Annual Subscription and Examinations Fees.



B. B. B. B.
Officiating Principal
B.M. College of Commerce
(Autonomous)
Pune - 411 004.

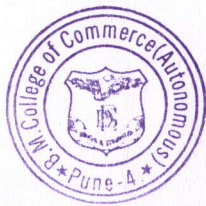
MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN

**DECCAN EDUCATION SOCIETY'S Brihan Maharashtra College Of
Commerce, Pune),**

&

NHRDN

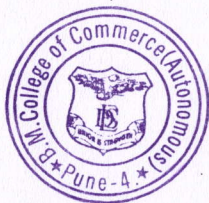


MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into and executed on this the 4th day of March – Two Thousand Twenty (04.03.2020),

BETWEEN

DECCAN EDUCATION SOCIETY'S Brihan Maharashtra College Of Commerce, Deccan Gymkhana ,Pune 411004,, the First Party represented herein by its -----, R/at --



-----, R/at ----- , (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

NHRDN.....the Second Party, and represented herein by its(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')

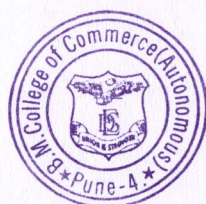
WHEREAS:

- A) First Party & 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.
- B) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Research and Social Responsibility
- C) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;

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 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

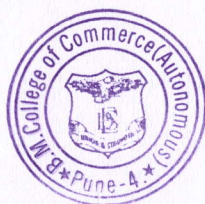


of the industry, the Second Party.

- 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.
- 1.4 The second party shall primarily act as a facilitator/ catalyst between its associates/ members and the first party in enabling the first party to achieve the initiatives/ activities/ programmes etc. stated in scope of the MOU.
- 1.5 Separate tri-party agreements may be entered between the first party, the second party and the associates/ members of the second party to achieve the initiatives/ activities/ programmes etc. stated in scope of the MOU.

CLAUSE 2 SCOPE OF THE MOU

- 2.1 **Formation of Advisory Boards:** The second party shall help the first party by identifying the relevant experts, through its associates/ members, to be nominated as members of Advisory Boards of various colleges and institutes of the first party. These Advisory Boards shall extend their expert advice and views in designing, strengthening the curriculum of various courses and development of the entrepreneurship eco-system.
- 2.2 **Resource Persons from Industry:** The second party shall help the first party by identifying the appropriate Resource Persons from Industry from amongst its associates/ members. Such Resource Persons shall be invited by various colleges and institutes of the first party as Guest Speakers or Adjunct Faculty for quality enhancement of the course delivery.
- 2.3 **On-the -Job Training to students:** The second party shall help the first party by being catalyst between its associates/ members and the first party in providing On Job training opportunities for students through relevant internship opportunities



and industrial visits to various colleges and institutes of the first party.

2.4 **On-the-Job Training to faculty members:** The second party shall help the first party by being catalyst between its associates/ members and the first party in providing On Job training opportunities for faculty members through relevant live projects opportunities to various colleges and institutes of the first party.

2.5 **Research Projects:** Both Parties have agreed to carry out the joint research activities in the fields relevant to the interest of both the parties. Such joint research projects may be divided into three categories as mentioned below:

- Institutional Research Projects: Such projects shall be carried out by a college or an institute of the first party as an institutional project.
- Faculty Research Projects: Such research projects shall be carried out by a faculty member of the first party either individually or jointly with other faculty members depending upon his/her/their area of expertise.
- Students: Such research projects shall be carried out by students of the first party under the supervision of its faculty members and/or the supervision of mentors nominated by the second party.

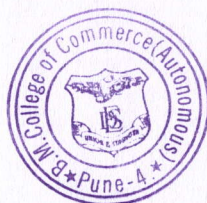
2.6 **CSR Funding:** The second party shall help the first party by being catalyst in identifying the CSR funding opportunities through its associates/ members for the first party.

CLAUSE 3: FINANCIAL LIABILITY AND REVENUE SHARING:

3.1 This MOU creates an in-principle agreement between both the parties and does not create any financial liability on either party signing the MOU.

3.2 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for various initiatives/ activities/ programs etc. on the terms specified herein.

3.3 The actual execution of various initiatives/activities/ programmes etc. on the terms specified herein is subject to the financial consideration arising out of such various initiatives/ activities/ programmes etc. and will be dealt separately and independently.



CLAUSE 4 INTELLECTUAL PROPERTY

- 4.1 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.
- 4.2 The incidental IPR created because of this MoU and activities under its umbrella will be shared after case to case considerations not limited to knowhow, inventions, patents, copyrights and design.

CLAUSE 5 VALIDITY

- 5.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms.
- 5.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties must discharge their obligations

CLAUSE 6: RELATIONSHIP BETWEEN THE PARTIES

- 6.1 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.

First Party

Second 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 DECCAN EDUCATION SOCIETY

For – NHRDN

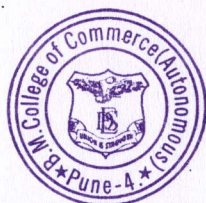
Authorized Signatory	Authorized Signatory
Name of Institution- DECCAN EDUCATION SOCIETY'S Brihan Maharashtra College Of Commerce,	Name of Industry- NHRDN
Address: Deccan Gymkhana ,Pune 411004,	Address:
Contact Details Dr. C.N.Rawal 9890132166	Contact Details:
E-mail: principal.bmcc@despune.org	E-mail:
Web: https://www.bmcc.ac.in	Web:

Witness1:

Witness2:

Witness3:

Witness4:



Bhavya
Officiating Principal
B.M. College of Commerce
(Autonomous)
Pune - 411 004.

CENTRALIZED CAMPUS MANAGEMENT SYSTEM

(CCMS[©])

ENTERPRISE RESOURCE PLANNING

Terms of Use, Data Protection and Handover

This Agreement, signed on 1st day of May, 2020, between

M/s. Mastersoft ERP Solutions Pvt. Ltd.,
1456-A, New Nandanvan, Nagpur, Maharashtra, India – 440024
(ERP Service Provider),

and

Deccan Education Society's
Brihan Maharashtra College of Commerce (Autonomous),
845, Shivajinagar Pune 411004
(ERP Service Purchaser),
including its Management, Faculty & Staff Representatives, Students and their
Parents, etc.),

upon Terms as under:

1. Term: 5 years (renewable by written Agreement on revised terms).

2. Scope and Objective:

- a) Cloud-based Centralized Campus Management System(CCMS) Enterprise Resource Planning (ERP) is developed, hosted and owned by ERP Service Provider, along with its modifications and upgrades (if, and as and when made);
- b) The ERP Service Provider shall implement the CCMS ERP to the extent of Modules procured by the ERP Service Purchaser; governed by the Offer Letter issued by ERP Service Provider and the Purchase Order issued by ERP Service Purchaser.
- c) The ERP Service Provider may incorporate essential upgrades (assessed as per popular demand, changes in technology, security concerns, or feasible requests of multiple Clients), and the same shall be available non-exclusively to all the Clients of the ERP Service Provider once in every three months.

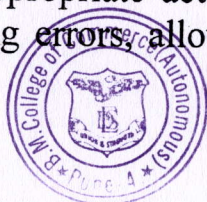


d) This agreement between the College and ERP service Provider will be in alignment with the agreement between Parent Body of Service Purchaser i.e., Deccan Education Society and ERP service Provider i.e. M/s. Mastersoft ERP Solutions Pvt. Ltd. (herein after referred as 'Base Agreement') In case of deviation in any clause the agreement between Deccan education society and ERP service Provider will prevail to the terms and conditions of this agreement.

3. Responsibilities of ERP Service Provider:

The ERP Service Provider –

- a) shall commence its services immediately from the date of Purchase Order along with agreed advance payment, or later, as mutually agreed between the Parties;
- b) shall enable the modules of CCMS ERP procured by the ERP Service Purchaser along with facilities as agreed in the Purchase Order, on Internet Servers (Cloud / VPS) at ERP Service Provider designated location(s), and shall grant access to the ERP Service Purchaser;
- c) shall provide adequate online training and support towards usage and optimum utilization of the CCMS ERP to the selected authorized personnel of the ERP Service Purchaser based on its 'Train the Trainer' model;
- d) shall provide on-site support towards CCMS ERP as may be required the ERP Service Purchaser, as per the terms and commitment given in the base agreement.
- e) shall, if so requested in advance by the ERP Service Purchaser, extend support in the form of configuring the CCMS ERP for important dates like that of Admissions, Examinations and Declaration of Results, in cooperation with the ERP Service Purchaser;
- f) may, as an academic initiative, offer free course(s), internship(s) or exam(s) to the students of ERP Service Purchaser, by communicating the same via SMS / WhatsApp / Email / push notifications / post;
- g) Shall develop an Android and IOS apps for college students and Staff and provide all required data on the app.
- h) The ERP service provider will fulfil the requirement of service purchaser as per the base agreement between the parties.
- i) may, as a security measure, inspect and analyze the data of ERP Service Purchaser for exceptions / challenges / corruptions / bugs / frauds / malpractices, and report the same (manually / by auto-generation) via email / post / SMS;
- j) may, if such data needs correction, accordingly, inform the ERP Service Purchaser to take appropriate action; or may correct common / routine mistakes like spelling errors, allotment of medium to students, defining



- level of Course(s), etc. as may be essential for generation of reports for MIS, Accreditation (NAAC, NBA...)etc.;
- k) shall not, modify finance data, exam marks or any other critical data without written consent of the ERP Service Purchaser.
 - l) shall not, under any circumstances, ask for password(s) from ERP Service Purchaser.
 - m) shall not, beyond initial support, undertake data entry or processing work.
 - n) ERP service provider should ensure that the reports and output of data processed should be as per the requirements and rules of the ERP service purchaser, it will be the responsibility of the ERP service provider to seek the proper output of the data entered.

4. Responsibilities of ERP Service Purchaser:

The ERP Service Purchaser –

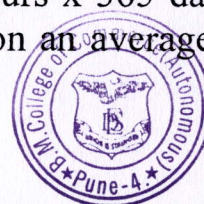
- a) shall designate one Co-coordinator / System Administrator for coordinating with the ERP Service Provider for implementation of the CCMS ERP;
- b) shall develop and maintain the infrastructure as required by or required to be modified by the ERP Service Provider from time to time, having basic necessities of a healthy Internet connection with high bandwidth, compatible hardware such as display of 1024x768 pixels, Printer, Scanner, Biometric Machine, compatible Software, Web Browser like Firefox, Google Chrome or Internet Explorer, and such other infrastructure, upon the ERP Service Provider approving its compatibility and feasibility with the CCMS ERP; however, the ERP Service Provider shall only recommend and not supply the same;
- c) shall provide training infrastructure at a centralized location, as agreed in the base agreement; and shall ensure that its key personnel of the ERP Service Purchaser are available to receive Demonstrations and Training, who may then train the Users of the ERP Service Purchaser; Also ensure that Concerned Users are participating in webinars-workshops, Difficulty solving sessions (on-line / Physical) organized by ERP Service Provider on CCMS ERP or related topics so that ERP Service Purchaser's Users will be aware of new facilities in CCMS ERP as well as their doubts / difficulties will be solved by ERP Service Provider Expert Team.
- d) shall, upon installation of and receiving training towards the CCMS ERP, access the same only through its authorized personnel upon being exclusively granted secret authorized login User-Ids and Passwords for such access by the ERP Service Purchaser, and such personnel shall be deemed to be bound at the responsibility of ERP Service Purchaser with the Terms of this Agreement.



- e) shall undertake the sole responsibility of entering Data in the CCMS ERP, the same being beyond the responsibility of or access by the ERP Service Provider, and therefore, the ERP Service Purchaser and shall be responsible and owner of the data, to ensure accuracy, authenticity, correctness and legality of the data entered in the system;
- f) shall manually get the aforesaid data entered into CCMS ERP, as there is no feature of migration of Data in the CCMS ERP, and it is understood that only the Data from current session can be entered in the same;
- g) shall, in order to secure the Data entered in CCMS ERP, have the liberty to download the same in the form of various reports on a daily basis, and must do so for ensuring backup of the said Data;
- h) shall, for security reasons, ensure that the reports printed by cash Counter/ Exam staff are always verified and certified by its senior authorities, and that a strict vigil is maintained on old cash collection receipts;
- i) shall use A4 sheets of paper weighing 60-100 gsm. for printing of Receipts, as the CCMS ERP does not permit its Payment Gateway to use pre-printed sheets, in order to prevent duplication of the Receipts;
- j) shall ensure that neither of its personnel shall share the access password(s) with unauthorized personnel or the team of ERP Service Provider, especially since the team of ERP Service Provider shall never require the same from the ERP Service Purchaser;
- k) shall, in order to ensure time-bound support, raise its important support requirements through the online Ticketing System adopted by the ERP Service Provider;
- l) shall, in order to protect its own interests, accord written confirmation from higher authority of the ERP Service Purchaser, as may be requested for by the ERP Service Provider;
- m) shall check all alerts sent by the ERP Service Provider / PG company via SMS / Whatsapp / Email / push notifications / post, and shall take action deemed apt thereupon;
- n) shall, upon execution of this Agreement, be deemed to have consented the ERP Service Provider to communicate with its students for introducing various offers.
- o) shall, prefer online Fees collection via Payment Gateway to rescue the heavy load on its Cash counters
- p) Notwithstanding anything in this agreement if the terms and conditions are beyond the scope of the base agreement. In such case the base agreement will prevail.

5. Mutual understanding and Responsibilities:

- a) The CCMS ERP is normally available for 24 hours x 365 days, and the ERP Service Purchaser should get 98% uptime on an average; however,



for technical reasons beyond the control of ERP Service Provider like maintenance, upgrading, server failure, etc., the same may not be available to the ERP Service Purchaser in part / entirety for some time ranging from few minutes to hours; and the ERP Service Provider shall endeavour to remedy such situation at the earliest;

- b) The ERP Service Provider may provide extra work and/or Modules beyond the scope of Purchase Order to the ERP Service Purchaser, upon specifying extra charges as per the base agreement will be payable;
- c) The Parties shall protect any and every Information received from the other Party as Confidential Information including but not limited to any information under the ownership, proprietary and/or responsibility of the other Party (unless specified otherwise), more specifically including the Intellectual Property Rights in the form of but not limited to existing CCMS ERP along with any future updates, modifications, customizations and/or new processes incorporated in the same, so also personal data in the form of but not limited to credentials of students / staff / management, finances, etc., along with mutual communications, negotiations, arrangements, transactions and resolutions;
- d) The Parties undertake to not access or use without consent, misuse, abuse or illicitly use, copy, duplicate, modify, decode, reverse-engineer, disassemble, decompile, recreate, enhance, license, transfer, distribute, sell, derive from, timeshare or put to prejudice, such Confidential Information of other Party;
- e) The Parties also undertake not to have, claim or demand any ownership, right, royalty or other benefit over such Confidential Information of other Party;
- f) The Parties shall dispose off the Confidential Information of other Party, if, as and when requested by such Party in the manner of its satisfaction;
- g) The Parties may, without prejudice to the aforesaid, use each other's name, logo, sample data and credentials for reference and marketing purposes;
- h) As a goodwill gesture, the ERP Service Purchaser shall kindly communicate its experience with CCMS ERP to the prospective customers of ERP Service Provider, and if required, shall allow them to visit its Campus on mutually convenient dates, for demonstration and discussions, if, as and when requested by the ERP Service Provider;
- i) The ERP Service Purchaser shall also kindly issue written / video Testimonials with respect to the CCMS ERP, if, as and when requested by the ERP Service Provider;
- j) Nothing in this Agreement shall prevent the ERP Service Provider from submitting due Reports with respect to CCMS ERP as may be required by the authorities like the Central Government, State Government, UGC,

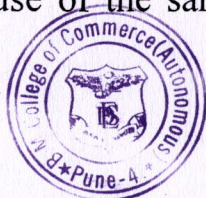


Accreditation (NAAC, NBA...), Statutory Bodies, or in any demonstrative Presentations and Conferences;

- k) Nothing in this Agreement shall imply an obligation upon the ERP Service Provider to share its data structure under any circumstances; and the ERP Service Purchaser shall not be granted direct access to the database, except through CCMS ERP;
- l) The Parties shall together endeavor to protect the data shared between them by deploying best security methodologies, periodic backup schedules and recovery methods; however, in the circumstances beyond their control, like hacking, virus attack, fire outbreak, electric outage, natural calamities, etc., if any data is lost / corrupted / compromised, the Parties shall have limited liability of the ERP Service Provider attempting restoration of data from its latest backup and to resume the CCMS ERP, and failing which the ERP Service Purchaser re-entering lost data;
- m) The Parties shall deploy CCMS ERP only as per this Agreement, and in consonance with the Terms, Conditions and Policies framed by the ERP Service Provider;
- n) It shall be deemed that the ERP Service Purchaser has (and shall always have) read, understood and bound itself by the standard Terms, Conditions and Policies of the ERP Service Provider with respect to CCMS ERP as posted on its official Website and modified from time to time, which the ERP Service Purchaser shall always update itself with;
- o) The Parties undertake not to solicit, obstruct or harass any person / entity concerned with the other Party, during and out of course of this Agreement and for a further period of 36 months after termination of the same.

6. Third-Party Responsibilities:

- a) Upon due diligence, the ERP Service Provider has incorporated Third-Party Payment Gateways in CCMS ERP, and the ERP Service Purchaser may choose one out of the same.
- b) The ERP Service Provider has similarly integrated a Third-Party SMS and Email Gateways, common to all the Clients of the ERP Service Provider, appropriately governed by norms of the Government of India / Telecom Regulatory Authority of India.
- c) The ERP Service Provider may offer new Gateway option(s) to the ERP Service Purchaser as per the relevant market, however, to ensure stability of CCMS ERP, the ERP Service Provider shall not be able to integrate a new Gateway as per choice of the ERP Service Purchaser.
- d) The ERP Service Purchaser shall enter into a direct, independent agreement with such Third-Party providers; and the ERP Service Provider shall bear no responsibility in use of the same or in any consequences



running therefrom, may it be delay, deficiency or non-fulfillment of Terms agreed between the ERP Service Purchaser and such Third-Party.

- e) The ERP Service Purchaser shall, thus bear the sole responsibility of getting acquainted with and monitoring the usage of such Gateways; of negotiations, interactions, certifications and transactions with the same; and of getting its queries / concerns (if any) resolved with such Third-Party.

7. Schedule of Work and corresponding Schedule of Payments:

- a) The Parties shall strictly abide by and follow the Schedule of Work and corresponding Schedule of Payments as defined in the base agreement
- b) There shall be no reduction of availed Modules (regardless of non-usage) as per the base agreement

8. Delay Management:

- a) Any delay caused in fulfillment of responsibilities of the ERP Service Provider due to an act, omission or hindrance on the part of ERP Service Purchaser shall not account as delay by ERP Service Provider; and the ERP Service Purchaser shall provide apt time to complete such work.
- b) Upon failure of the ERP Service Purchaser to release payments, in any case within 30 days of issuance of Invoice by the ERP Service Provider, the CCMS ERP shall cease functioning until such payment is released and shall thereafter be restored upon payment of restoration charges by the ERP Service Purchaser.
- c) Neither Party shall be responsible for delay caused due to an act, omission, or hindrance on the part of Third Party.

9. Suspension and Termination:

- a) This Agreement may be suspended by either Party, upon just cause including breach, non-payment and instances of *force majeure*, for a period of 90 days; subsequent to which it may be terminated if such grievance continues;
- b) This Agreement may also be terminated upon the aggrieved Party issuing a written Notice of 90 days to such effect, and for immediate termination (only) in the cases of insolvency, winding up or liquidation of either Party;
- c) Upon issuing the notice of termination, the ERP Service Provider may, at its discretion, provide its support for period of upto maximum 90 days; deliver the data of ERP Service Purchaser in Report format subject to clearance of dues by the ERP Service Purchaser, erase the same after further 90 days; and dispose off the entire data of the ERP Service Purchaser;
- d) Upon termination, the ERP Service Purchaser shall immediately cease to use CCMS ERP, service environment, equipment and information of the




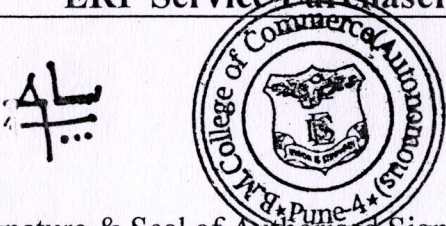
ERP Service Provider; release payments due to the ERP Service Provider; return material of the ERP Service Provider or purchase the same (if the ERP Service Provider so agrees) at the then market valuation or valuation as per books of the ERP Service Provider (whichever higher); and dispose off the Confidential Information of the ERP Service Provider;

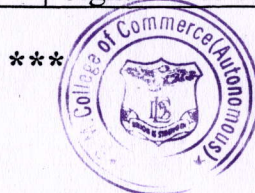
- e) The Parties shall be at liberty to revive, renew and/or re-execute this Agreement upon mutually decided Terms.

10. Legalities:

- a) The Parties undertake to honour the Terms of this Agreement and the law in force at the relevant time in the Republic of India;
- b) The Parties, to prevent aggravating adversities, undertake to promptly inform the other party of any breach of this Agreement, without suppression.
- c) Each Party shall be solely liable for any loss, injury or damage caused to the other Party and/or any Third Party, to the extent of its act and/or omission causing the same; and shall indemnify the other Party in such regards;
- d) Any dispute arising out of this Agreement shall be intimated by the disputing Party to the other Party for attempting amicable resolution, and if such dispute is not so resolved in subsequent 30 days, the disputing Party may initiate Arbitration proceedings in that regard, upon serving the other Party with a Notice of 15 days; thence the Parties shall mutually appoint sole Arbitrator to govern Arbitral Tribunal at Nagpur, India, as per the Indian Arbitration and Conciliation Act, 1996; and the Governing Law for all the purposes of this Agreement shall be the laws of Republic of India;
- e) This Agreement, consequential communications and proceedings shall be governed, read and understood in English language;
- f) This Agreement (original) shall be with the ERP Service Provider, while its attested photocopy with the ERP Service Purchaser, both bearing equivalent value in the eyes of law.

In witness whereof, the ERP Service Provider and the ERP Service Purchaser set their respective hands on this Agreement on this 1st day of May, 2020

ERP Service Provider	ERP Service Purchaser
 <p>Signature & Seal of Authorised Signatory</p>	 <p>Signature & Seal of Authorised Signatory</p>



B. Banerjee
Officiating Principal
B.M. College of Commerce
(Autonomous)
Pune - 411 004.

27/06/2020

STATEMENT OF INTENT

This statement of intent (Hereby referred to as "Sol") is being executed on this Date 27 June 2020.

BY AND BETWEEN

BRIHAN MAHARASHTRA COLLEGE OF COMMERCE (AUTONOMOUS), 845, SHIVAJI NAGAR, DECCAN GYMKHANA, PUNE - 411004 (Hereafter Referred as BMCC)

Lead Media and Publicity Pvt Ltd. 871 Swanand Building Opp Sane Dairy, Bhandarkar Road Pune 411004

(Hereafter Referred TO US Company)

BMCC and Lead Media and Publicity Pvt Ltd. are collectively referred to herein as the "Parties and individually referred to as "Party"

Preambles -

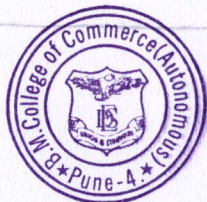
- i) WHEREAS BMCC is an autonomous public educational institution offering courses in streams of Commerce and vocational programs in Pune.
- ii) WHEREAS BMCC offers B VOC in Filmmaking and Dramatics which are full time and part time.
- iii) WHEREAS BMCC works on creating an enabling environment to propogule innovation and start-ups in the college.
- iv) Whereas BMCC creates a system to provide platform for startups to provide workshops to students in Filmmaking and Dramatics.
- v) WHEREAS Lead Media and Publicity Pvt Ltd. 871 Swanand Building Opp Sane Dairy, Bhandarkar Road Pune 411004

The notice address doe the respective parties shall be -

If for BMCC Brihan Maharashtra College of Commerce, 845 Shivajinagar, Deccan Gymkhana, Pune - 411004.	If for Lead Media and Publicity Pvt Ltd. 871 Swanand Building, Opp. Sane Dairy, Bhandarkar Road Pune 411004
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BMCC and COMPANY have caused this Sol to be executed by their respective authorized respective as set for the below as per terms and conditions hereinafter recorded

Lead Media and Publicity Pvt Ltd.	BMCC
By: Vinod Satav	Dr. Seema Uday Purohit
Director	Offg. Principal



Now the Sol witnessed, and the parties hereby confirm and acknowledge that:

Binding Effect:

This Sol is only intended to set the board terms of understanding on a preliminary basis between the parties. This Sol does not create binding obligations between the parties. However, for the purpose of effectuating this Sol and give legal and binding effect the Parties may entire into and execute the detailed contracts detailing the responsibilities, rights, obligations, representations, warranties, undertakings considerations, fees, and compensation.

BMCC and COMPANY, at their sole discretion and further subject to internal approvals make reasonable efforts to execute the following:

1. BMCC shall provide the following support:
 - a) Provide students to your company through placements.
 - b) Provide interns to work with COMPANY team.
 - c) Provide space for work to interns in the college as and when the space is available in the college hours.
 - d) As and when possible, revise the curriculum to add internship component in the course to make possible students working on Fashion Technology on an ongoing basis
2. COMPANY shall provide the following:
 - a) Internships to students from Filmmaking and Dramatics on un ongoing basis with certificate at the end.
 - b) Provide placements through campus or on one-to-one basis.
 - c) Provide trainings of production process and all related experience as per your schedule.
 - d) Provide industry/site/office visit facility as per the requirement.

Execution of Detailed Sol

To effectual the broad terms stipulated in this Sol, the panies agree to negotiable in good faith and execute such legally binding detailed contracts as may be necessary.

Third Part Rights

This Sol does not confer any rights or benefits on any third party

Effective date

The effective date of this Sol is the date it has been signed by all parties to the Sol which is Year 2022 to 2025 in this case.

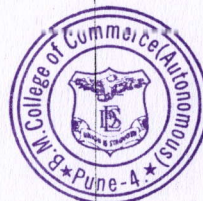
Validity and extension:

This Sol shall be effective from the effective date and shall expire after a period of three years unless extended in writing with manual consent of the parties. Parties may terminate this Sol without cause upon 30 (Thirty) days prior written notice/Email to the other party.

Amendment of Sol

This Sol may be amended provided that any such amendments are agreed to in writing by the Parities.

Representation, Warranties and Authority



The parties warrant that this Sol is validly formed according to the laws of India, and that they have full authority to enter this Sol. They also warrant that all the required essential sanctions to enter this Sol were obtained.

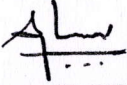
For and on Behalf of BMCC

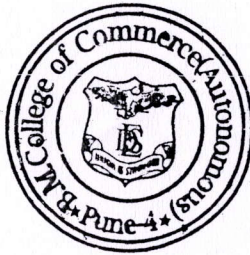
For and on behalf of Lead Media and Publicity Pvt Ltd.

Name: DR. SEEMA PUROHIT

Name: Vinod Subhash Satav

Principal


OFFICIATING PRINCIPAL
B M College of Commerce
(Autonomous)
Pune - 411 004.




For LEAD MEDIA & PUBLICITY PVT. LTD.

Director


Director




Officiating Principal
B.M. College of Commerce
(Autonomous)
Pune - 411 004.



महाराष्ट्र MAHARASHTRA

2021

BG 464879

ज्या कायद्यासाठी ज्यांनी मुद्रांक खरेदी केला आहे त्यांची त्याच कारणासाठी

नोंदवून घ्याव्यात असा यापुढे असाव्या आहे.

दस्तावेजाधारक/ अनुबंधित क्रमांक : 17.0.0.

प्रस्तुत नोंदणी करणार आहेत का :

नोंदणी शाखेत नोंदवण्यास दुय्येन निबंधक कार्यालयाचे नाव :-

निबंधकचे पत्ता :-

पोस्टला पत्ता :-

मुद्रांक विकत घेणाऱ्याचे नाव व पत्ता : Secretary DES Perad Pune

दस्तावेजाधारकचे नाव : Ninad Mainkar

हाले नोंदवण्यास लागू पत्ता : 570

मुद्रांक विकत घेण्याची तारीख : 1982

मुद्रांक विकत घेण्याची अनु.क्रमांक : 27 OCT 2021

मुद्रांक विकत घेणाऱ्याची सही : 2

दस्तावेजाधारक मुद्रांक विकत घेण्याची सही/पत्ता/ 6

परवाना क्रमांक R

The Pune Lawyers Consumer's
Co-op Society Ltd., Pune-5
LIC. No. 2201111

UIAS
TTARAPATH
Passion, Perseverance, Service



प्रथम मुद्रांक लिपीक
कोषागार पुणे कारिता



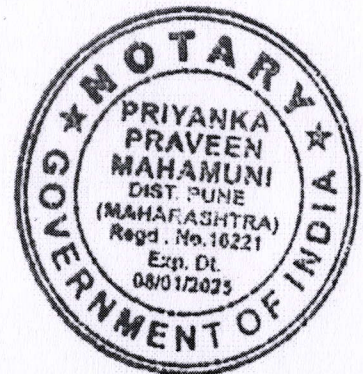
MEMORANDUM OF UNDERSTANDING

Between

"Uttarapath" Institute for Administrative Studies, Pune

And

Deccan Education Society, Pune



DECCAN EDUCATION SOCIETY, a Society registered under the Societies Registration Act, 1860, at Regd No.57/15.08.1985, and also a public charitable trust, registered under the Bombay Public Trust Act, 1950, at Regd No. F-167, having its office at Fergusson College Campus, Namdar Gopal Krishna Gokhale Path, Shivaji Nagar, Pune-411 004, represented through its duly Authorized Signatory, **Shri.Dhananjay Anant Kulkarni** aged about 53 years, Secretary, Deccan Education Society Pune. Hereinafter called as the "FIRST PARTY", which expression shall, unless repugnant to the context or meaning thereof, mean and include her legal heirs, successors, survivors, executors and assigns ...of the ONE PART

And

"Uttarapath" Institute for Administrative Studies(Hereinafter referred to as UIAS) represented through its duly authorised signatory Mr. Ninad Mainkar aged about 32 years, Occupation: Service, Permanent Faculty Member, UIAS Hereinafter called as the "SECOND PARTY", which expression shall, unless repugnant to the context or eaning hereof, mean and include her legal heirs, successors, survivors, executors, and assigns.... of SECOND PART

In the spirit of friendship and mutual interest in co-operation, DES and UIAS enter into this MOU to promote joint educational collaboration and agree as follows:

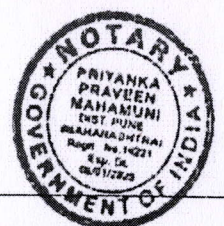
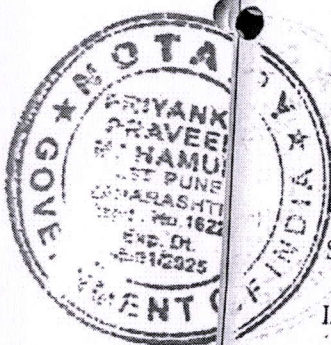
Article 1:

Parties believe that collaboration and cooperation between them will promote more effective use of each other's resources and provide each of them with enhanced opportunities.

Parties intend to cooperate and focus their efforts on cooperation within area of training students for competitive examinations.

Article 2:

The budding graduates from various institutions could play a key role in nation building while assuming the seat of civil servant in future. Both parties believe that close cooperation



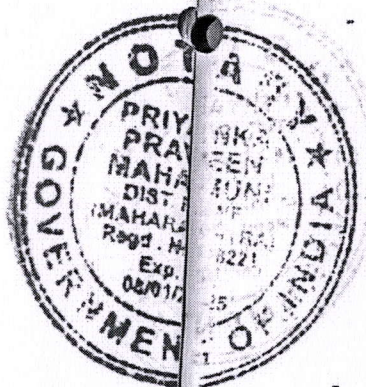
between the two would be major benefit to the aspiring students to enhance their competitive edge, analytical abilities required to be a civil servant and knowledge.

This collaboration is; therefore, for offering training to those students preparing for UPSC – Civil Services mainly.

Considering the need and demand from students, collaboration may be in future extended to various other courses such as MPSC (JMFC, CDS, SSC, SSB, IB or those competitive exams and/or courses mutually decided by the parties.

Article 3:

- DES shall provide required online & offline infrastructure as basic amenities such as electricity, printing, water, etc. fixed - dedicated classrooms suitable and equipped with benches, smart board, projector, audio system, Wi-Fi, etc. for delivering lectures & other necessary activities for implementation of courses.
- DES shall also provide access to auditorium, conference hall, amphitheatre, if and when required for seminars, conferences etc for activities related to implementing programme successfully.
- DES shall provide a fixed, workable office room with basic amenities solely dedicated for the staff of UIAS to facilitate marketing, counselling & other related activities for successful outcome of this programme.
- DES shall provide library & study room facility for UIAS staff for free of cost & to students on enrolment & payment of nominal fees. DES holds the right to collect these fees directly from students. UIAS holds no responsibility of payment of such fees to DES in case of default/non-payment from student(s).
- DES shall provide hostel facility for UIAS students on enrolment & payment according to hostel policy in force at time by Deccan Education Society. DES holds right to charge fees directly from students. UIAS holds no responsibility of payment of such fees to DES in case of default/ non-payment from student(s).
- DES shall nominate a coordinator as a point of contact for proper operation of this MOU. Such person appointed as coordinator must be permanent faculty member of DES. He will work as a channel for official communication, terms and conditions



agreed and acted upon by him will be seen and treated as if agreed and acted upon by DES. Details of all these official communication and coordination such as minutes of meetings, acceptance of proposal/other suggestions regarding implementation of said course, amendments to MOU or any other necessary arrangements shall be communicated by him using DES's official email id i.e.: des.legal@despune.org to UIAS's official email is i.e.: uttarapathias@gmail.com

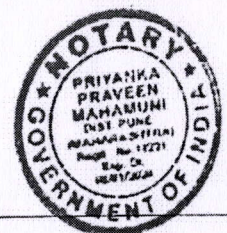
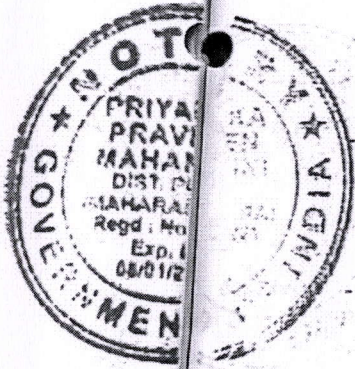
- In case of appointment of new coordinator, DES shall update UIAS within 48 hours, in writing. Salary/payment of remuneration of such coordinator will be borne by DES.
- DES shall help to develop market through its existing established network & would facilitate & support in marketing exercises. Which shall include publication of press releases, conducting press conferences, etc.

UIAS will utilize its strength to align with various skill development programmes and initiatives to meet the objectives of this MOU.

Said training programmes/courses shall be designed by UIAS considering prescribed syllabus of courses and/or as per the requirements of the students/programme(s)/ by the best judgment of the UIAS.

The quality delivery is the responsibility of UIAS, and for such quality delivery of lecture UIAS will engage the required manpower and the faculty/resource person as per the requirement. Such appointments will be governed by the agreement signed between UIAS and party so concerned.

- Along with designing of the courses UIAS will be responsible for conducting lectures, scheduling of the same, coordinating with students and resource persons for implementation of the course, designing and conducting tests, seminars, evaluation, progress mapping of students, counselling, research necessary in furtherance of this programme.
- UIAS shall nominate a permanent member of UIAS as a coordinator as a point of contact for proper operation of this MOU. He will work as a channel for official communication, terms and conditions agreed and acted upon by him will be seen and treated as if agreed and acted upon by UIAS. Details of all these official communication and coordination such as minutes of meetings, acceptance of proposal/other suggestions regarding implementation of said course, amendments to MOU or any other necessary arrangements shall be communicated by him using



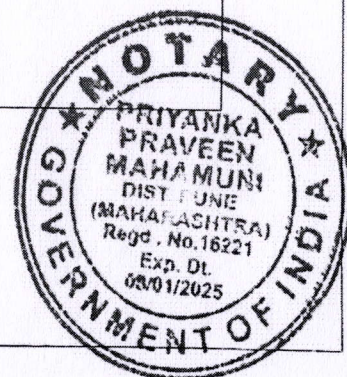
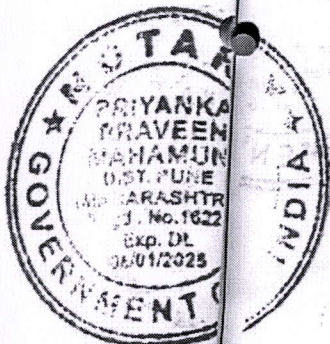
UIAS's official email id i.e., uttarapathias@gmail.com to DES's official email is i.e., des.legal@despune.org

- Marketing and mobilization of the students shall be carried out jointly as per mutually agreed terms.
- Promotions for the programmes undertaken shall be advertised/ propagated through respective websites and other social media platforms of the parties.
- Seminars, Webinars, conferences, etc. shall be organised for successful implementation of the programme.

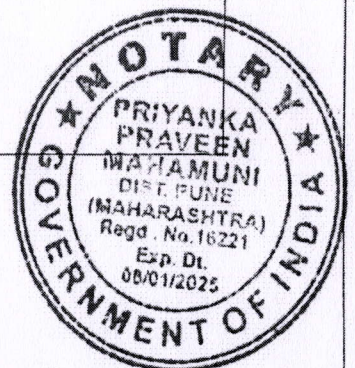
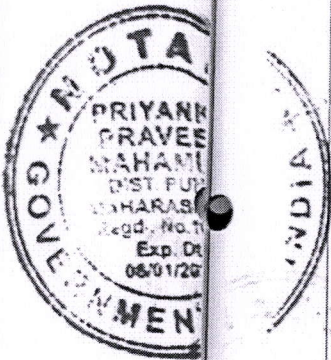
Following tabulated form of roles and responsibilities can be used for better clarity over the distribution of roles and responsibilities:

Roles and Responsibilities

Sr. No.	Role	Responsibility
1.	Designing of Course <ul style="list-style-type: none"> - Course Identification - Research - Syllabus formation and updation - Finalising course duration 	UIAS
2.	Student Counselling	UIAS
3.	Handling admission process <ul style="list-style-type: none"> - Coordinating with students - Fee collection - Receipt and bill generation - Maintenance of admission data 	UIAS
4.	Content creation for course implementation <ul style="list-style-type: none"> - Delegation of responsibility for content creation to concerned faculty/staff - Blogs and articles, - Notes - Assignments - Test papers - And other Audio-visual content - Research 	UIAS
5.	Course Implementation <ul style="list-style-type: none"> - Faculty appointment - Faculty training - Scheduling and Conducting lectures - student assessment and progress mapping 	UIAS



	<ul style="list-style-type: none"> - Class assessment - Coordinating with students and parents for progress mapping - Feedback assessment 	
6.	Infrastructure <ul style="list-style-type: none"> - Office place/room solely dedicated as UIAS's office - Smart Classroom - Requisite infrastructure for offline and online classes - Library and study room facility (free for UIAS faculty) - Library and study room facility (nominal charges for students) - Hostel facility for UIAS students (nominal charges for students) - Wash room - Cloakroom - Parking - Access to auditorium and conference hall. if and when required 	DES
7.	Printer	DES
8.	Administrative work <ul style="list-style-type: none"> - Roll call list - Attendance of students and faculty - Preparation of weekly timetable of lectures - Issuance of identity card - Maintaining course study material (hard copy as well as soft copies) - Collection, Maintenance and assessment of feedback data 	UIAS
9.	Advertising and marketing – including but not limited to <ul style="list-style-type: none"> - Press conference - Press release - Reaching out to other collages and institution all over India - Digital media news/releases - Webinars, seminars, conferences - Guest lectures - Presence on Social Media and other electronic media and electronic platforms - Identifying target audience / group - Sign boards - Dedicated tab on official website of DES and other institutions/colleges/schools of DES 	Joint



	providing detailed information about courses - Providing access to UIAS; of student's data collected by DES	
10.	Accounting Compliance	UIAS
11.	Post completion - Feedback about faculty - Feedback about course structures - Feedback about course implementation	UIAS

Article 4:

The training shall be conducted in the DES's Fergusson College Road campus but taking into consideration Covid-19 situation and/or convenience of the faculties, a part thereof or whole training programme might also be conducted online.

The training duration shall be different for different modules, collectively amounting to fourteen (14) months to complete one (1) cycle. It shall include various promotional activities and seminars as well.

Article 5:

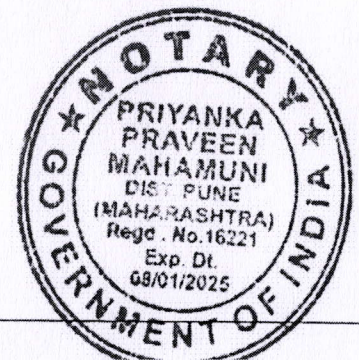
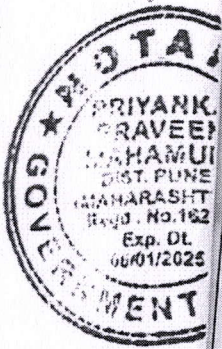
The programme shall commence on the date agreed upon by the parties.

Promotional activities for the said programme shall be conducted by both the parties in collaboration under their respective logos and names well in advance before commencement of courses for every course cycle.

These promotional activities shall be commenced as soon as the assent of both the parties is communicated to each other in writing.

Parties may mutually decide upon such details related to promotional activities and completion of procedural formalities for the same.

In such promotional activities and otherwise while said programme is in force both parties are allowed to use logo, website details, only for the purpose of successful campaigning and implementation of the said programme.



Article 6:

Course fee structure for all courses shall be decided, finalised, updated by UIAS, and will be communicated to DES in case of a change.

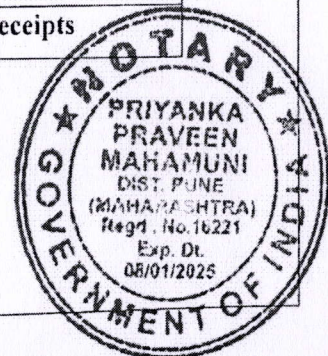
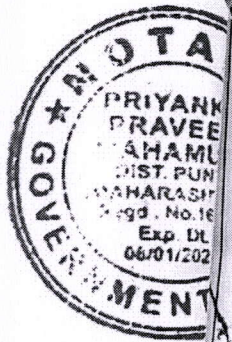
The course fee shall be collected by UIAS using DES platform in UIAS's dedicated bank account.

Information of all such admissions, fees collected will be provided to DES in a timely manner using in mutually decided format.

Group A - UIAS	Group B - DES
Name: <u>Megha Deshmukh</u> Permanent Faculty Member, UIAS Course Coordinator & Authorised Signatory of second party for said courses	Name: <u>Prof. Dr. Anand Katkar</u> Permanent Faculty Member of DES Course coordinator & Authorised Signatory of first party for said courses
Name: <u>Ninad Mainkar</u> Permanent Faculty Member, UIAS Authorised signatory of second party other than course coordinator	Name: <u>Prof. Dr. Prassanna Deshpande</u> Permanent Faculty Member of DES Authorised signatory of first party other than course coordinator
Name: <u>Amruta Shirpurkar</u> Official signatory of second party in case of absence of other two signatories for the purpose of implementation of this MOU	Name: <u>Prof. Dr. Achin Purank</u> Official signatory of first party in case of absence of other two signatories for the purpose of implementation of this MOU

Revenue sharing mechanism:

UIAS	DES
70% of fees + GST of the receipts	30% of fees + GST of the receipts



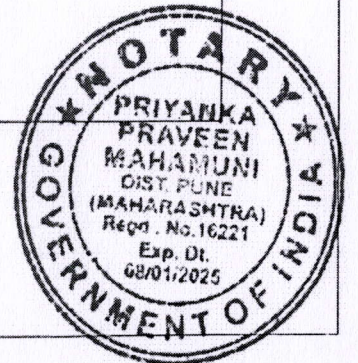
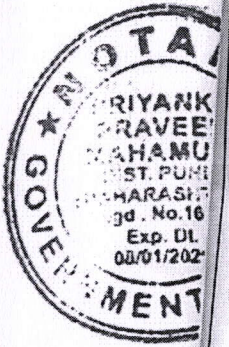
(Subject to specific expenses if applicable & allowed as per the clauses mentioned in this MOU)

The revenue sharing shall be done on monthly basis for all fees collected by UIAS in a month's duration.

UIAS shall not be liable for discharging any financial commitments made by DES and vice-versa.

Basic Fee structure for various modules of the programme for year 2021-2022 is as follows:

Sr. No.	Particulars	Amount Rs.
1	Integrated General Studies (Prelims + Mains + Essay)	100300/- (85000+GST)
2	Optional Subjects (Per subject)	35400/- (30000+5400)
3	Test Series (Prelim 20+ Mains 24+Essay 5= Total 49)	21240/- (18000+3240)
4	Foundation Batch (Basic Introduction + NCERTs)	23600/- (20000+GST)
5	UPSC Comprehensive (3 years)	236000/- (200000+36000)
6	MPSC State Services (राज्यसेवा)	49560/- (42000+7560)
7	MPSC PSI/STI/ASO	17700/- (15000+2700)
8	MPSC PSI/STI/ASO (With Test Series – 2tests * Papers) (Prelims 3tests Mains 6 tests)	18880/- (16000+2880)
9	MPSC राज्यसेवा Test Series Prelims (GS + CSAT * 3 = 6 Tests)	1180/- (1000+180)



10	MPSCराज्यसेवा Test Series Mains (4 Papers* 3 = 12 Tests)	3000/- (3000+540)
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(Above fees are decided considering GST rates applicable in the month of September of the year 2021.)

- This fees structure is only indicative in nature and stands compatible for timely updates. Such changes will be done by UIAS and immediately communicated to DES using official communication channel. This shall not amount to amendment to MOU.

Article 7:

In furtherance of Article 3, 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. Such as:

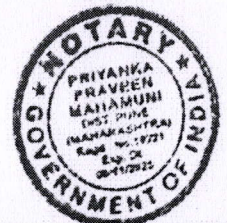
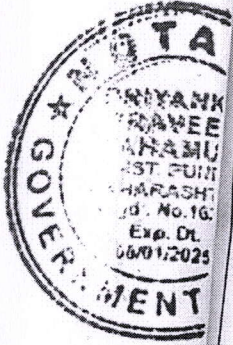
- 1) Co-ordinator (Who shall look into all type of official communication and will supervise administrative work)
- 2) Authorised signatory (Who shall sign all financial documents, and without whose signature no transaction can be approved)

Both parties are mandated to appoint persons on these positions for making transaction of business smooth and clear for each other. It is discretion of the party whom they would like to appoint. Only condition is that he/she should be of the normal prudence and must have at least basic knowledge how educational collaborations work.

Parties may appoint two different individuals for these two posts or may delegate work to the same person. All the incurred expenses for the same will be responsibility of the respective party, and which shall not affect the mutually decided percentage sharing mechanism.

The parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for each other

The general terms of cooperation shall be governed by this MOU. The parties shall cooperate with each other and shall 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 the terms of this MOU. The terms of definitive documents shall be mutually decided between the parties. Along with definitive documents, this MOU shall represent the entire understanding as to the subject matter hereof.

Article 8:

The MOU shall be effective from the date of signing and shall remain in force for a period of two UPSC cycles i.e., 28 calendar months. The MOU shall automatically be renewed for next two cycles/28 months until and unless discontinued by either party.

In case party intend to terminate, it shall communicate other party three months in advance and in addition it shall meet all its obligations for the running or announced batches.

In case of such termination, if any long-term batch is in force, it shall be obligation of both parties to make it successful.

No new programmes will be launched while notice period is being served.

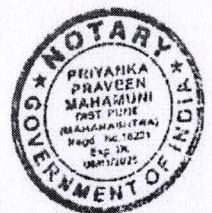
Article 9:

In case of need, amendments to this MOU shall be requested by either party, in writing only. Such communication shall take place only through official communication channel(s) only. Comments, suggestions, amendments suggested/requested in person, in personal capacity shall not hold any obligation in respect of this MOU.

Amendment shall be effective only after it is agreed and signed jointly by authorized signatories of the both the parties concerned. Parties in such a case may mutually decide upon the procedure for such amendment in detail only if required.

Article 10:

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 of the other party.



The course structure and material shall remain intellectual property right of UIAS, and all the rights towards the same shall lie with UIAS only.

Material provided during programme is the exclusive property of UIAS and shall not be used by DES for commercial purpose.

DES, while this MOU is in force not allowed to engage any other entity or person to impart the duties of exact or of the same nature as UIAS is imparting by virtue of this agreement.

Article 11:

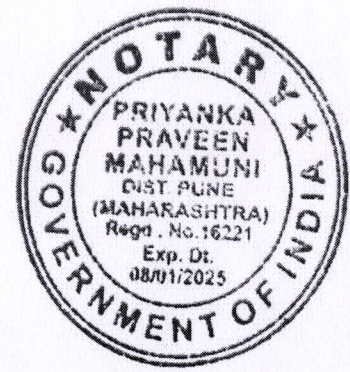
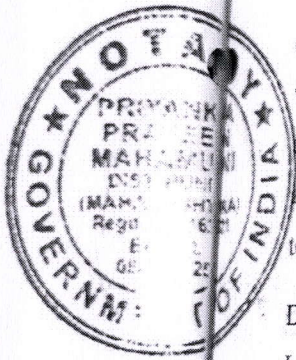
Both parties have full power and authority to enter into this MOU and take any action, execute any document by the terms hereof, and that this MOU; entered into has duly and validly executed and delivered, and is legal, valid and binding obligation of, enforceable in accordance with the terms hereof, and that the executants of this MOU are duly empowered and authorised to execute this MOU and to perform all its obligations in accordance with the terms herein.

DES and UIAS shall perform their duties in strict compliance with all applicable laws in India along with rules and regulations of duly constituted Government authorities in India and shall obtain all licences and other approvals, if any required by laws in India in connection with the services rendered hereunder.

Unless otherwise provided herein, all notices or other communications under or in connection with this MOU shall be given in writing and may be sent by personal delivery, or post or courier or by using official email id. Any such communication will be deemed to be effective only if sent by personal deliver, when delivered, if sent by post then two days after being deposited in the post, if sent by courier, one day after being deposited with the courier, and if sent in mail than on receipt of acceptance on senders official email id from other party.

All miscellaneous arrangements towards running of the said programme shall be the mutual responsibility of both the parties.

Article 12:



In the event of dispute between DES and UIAS arising out of or relating to this agreement, its interpretation or performance hereunder, the parties shall exert their best efforts to resolve the dispute amicably through negotiations.

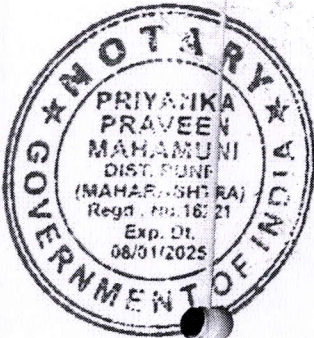
In case of any disagreement and dispute and parties fail to mutually resolve the issue(s), both parties shall appoint an Arbitrator that is mutually agreeable and settled as per Indian Arbitration Act.

Further in case if parties fail to resolve dispute, this agreement shall be governed by and construed in accordance with the law within the state Maharashtra, India. Jurisdiction shall be Court in Pune.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed by duly authorised representatives of such party as of the date first above written.

For Uttarapath
Institute for Administrative Studies,
Pune

For Deccan Education Society,
Pune



(Shri. Ninad Mainkar)

(Shri. D.A. Kulkarni)

Permanent Faculty Member, UIAS

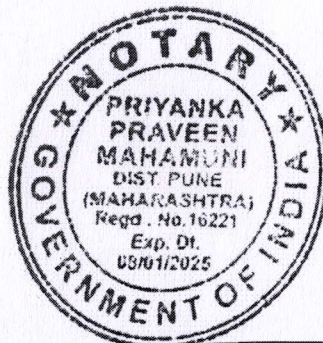
(Secretary, DES)

Pune

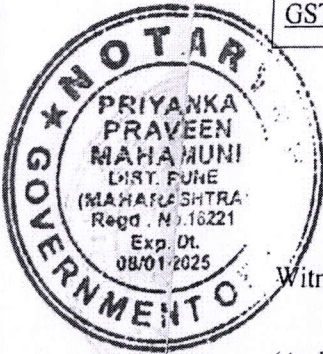
Pune

Date: _____

Date: _____



Uttarapath Institute for Administrative Studies, Pune	Deccan Education Society, Pune
Address: "Sanjeev" Bungalow, 32 Motibaug Society, Near Market Yard, Satara Road, Pune, 411037	Address: Fergusson College Campus, Namdar Gopal Krishna Gokhale Path, Shivaji Nagar, Pune-411 004
Contact details: 8856857941, 7709318422	Contact details:
Email: uttarapathiad@gmail.com	Email: des.legal@despune.org
Account Name: Uttarapath Institute of Administrative Studies	Account Name: Secretary, Deccan - Education Society, Pune
Account Number: 50200058443871	Account Number: 5010030647802
IFSC: HDFC0001793	IFSC: HDFC 0000103
Branch: Lal Bahadur Shstri Road, Navi Peth, Pune 411030	Branch: Shivajinagar, fergusson College Road, Pune.
GSTN: 27BCVPD3932J1Z8	GSTN: 27AAATD3141P1ZL



Witness 1: Prof. Dr. Anand Katicar
(Aadhar No. 5988 8590 7462)

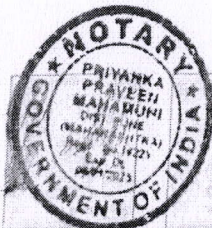
Witness 2: Megha Jayant Deshmuth
(Aadhar No. 3370 4734 392f)

Witness 3: Dr. Santosh Dhotre
(Aadhar No. 2949 7539 3710)

Witness 4: Amruta Sanjay Shirpurkar
(Aadhar No. 4235 2157 3051)

NOTED AND REGISTERED
AT SR. NO. 11/2022
DATE 12 JAN 2022

BEFORE ME
Priyanka
PRIYANKA PRAVEEN MAHAMUNI
NOTARY GOVT. OF INDIA
DIST. PUNE (MAHARASHTRA)
Regd. No. 16221
Exp. Dt. 08/01/2025



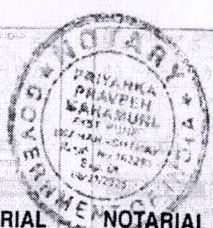
NOTARIAL

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PRIYANKA PRAVEEN MAHAMUNI
NOTARY, GOVT. OF INDIA
Residential Add.-
238, Budhwar Peth, Bhat Wada,
Babugernu Chowk, Near Tulshi Baug,
PUNE-411002.
Mob. No. 885653091, 8975796400

11/8

Torna Rajgad P.S. Nyas (Satellite Center)

11/11/2021

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING IS MADE AND EXECUTED AT PUNE ON THIS DAY OF 11TH NOVEMBER, IN THE YEAR 2021.

BETWEEN

Deccan Education Society's Brihan Maharashtra College of Commerce, Pune is an autonomous college and it is affiliated to Savitribai Phule University, Under the management of Deccan Education Society, established on 24th Oct, 1890 registered under Societies Registration Act, 1860, on 28th June 1923, through the authorized person of D. E. society, Pune.

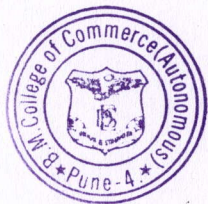
HEREINAFTER referred to as "said College" (which expression unless repugnant to the context or meaning thereof shall mean and include their Representatives, Administrators, Executors, Staff and Assignee's, etc.)
..... PARTY OF THE FIRST PART.

AND

Shri. Umesh Deshpande, Chairman, Torna - Rajgad Parisar Vikas Nyas, Velhe, Dist. - Pune, Age - Adult, Occupation :- Service.

&

Shri. Mandar Atre, Secretary, Torna - Rajgad Parisar Vikas Nyas, Velhe, Dist. - Pune, Age - Adult, Occupation :- Service.



HEREINAFTER referred to as "**second part**" (which expression shall unless repugnant to the contest or meaning thereof shall mean and include their Administrators, Staff, Executors or / etc.)

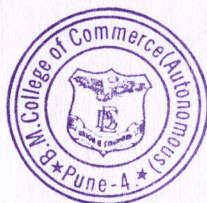
PARTY OF THE SECOND PART.

As Party of the First Part is a well-known college of India, run under the management of Deccan Education Society and it is is affiliated to Savitribai Phule Pune University, formerly known as University of Pune. In furtherance of its commitment of imparting quality education to ALL and as a part of Savitribai Phule Pune University Innovative Scheme of satellite Centre, Brihan Maharashtra College (autonomous) intends to establish its center in association of the Party of the **Second Part**.

AND WHEREAS, the Party of the Second Part Torana - Rajgad Parisar Vikas Nyas, Velhe, Dist. - Pune, in furtherance of its work for the welfare of the local people in Velhe Taluka, It has accepted the proposal of College to establish a Satellite Center at the place and avail the academic facility for the students of their locality.

AND WHEREAS, the Party of the First Part intends to provide enriching professional Courses, not available in the vicinity and the educational facility i.e. teaching facility and learning resources at the place - center of party of the second part.

AND WHEREAS, the said College has expressed its willingness to undertake this association and approached the party of the first part to seek infrastructural Assistance and association



The Party of the Second Part intends to provide the infrastructure and assistance and associate for this education cause with college, Party of the First part.

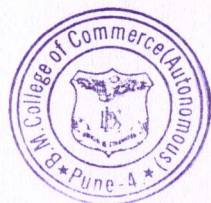
AND WHEREAS, the said College has the academic infrastructure, with socially committed management, updated online resources, various scholars, Teachers, experts who are committed to quality education and assistance as well as social awareness. The college will provide the teaching-learning facility with required infrastructure assistance by the Party of the Second Part.

AND WHEREAS, after due discussion between the parties herein, they have decided to enter into and execute in writing this MOU on mutually agreed terms and conditions.

The terms and conditions of this Memorandum of Understanding are as follow:-

(The agreed terms conditions need to be added along with the stated terms)

1. The Party of the Second Part will provide the required infrastructure for use and access to the whole of the place at all required times. The College is also permitted to have temporary fixtures, connections required for the efficient functioning of the Satellite Center.
2. The party of the first part will decide and offer the course as per the Brihan Maharashtra College Of Commerce (autonomous) and its Satellite Center scheme and the same Course will be recognized and approved by the Party of the Second Part also.



3. It is further agreed by and between the parties hereto that any modification or rectification to this MOU if required for compliance with the SPPU norms of satellite Center, both the parties shall execute a written separate MOU in reasonable time. In absence of any written supplementary MOU no modification or rectification shall be considered to be effective.

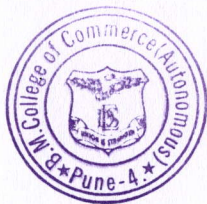
It is hereby understood by the PARTY OF THE FIRST PART and PARTY OF THE SECOND PART that the commencement date of this MOU shall be the date of execution mentioned herein above and the duration of this MOU shall be for 35 months and may be extended if required by the Party of the First Part.

However, it is specifically understood that both the parties reserve the right to terminate this MOU unilaterally without assigning any reasons thereto.


THE PARTY OF THE SECOND PART hereby agrees, accepts and declares that it shall at no point of time dispute any such termination in any court of Law, for whatsoever reason.

THE PARTY OF THE FIRST PART i.e., the said College, hereby agrees and acknowledges that at all times it shall abide by the terms and conditions mentioned hereby.

PARTY OF THE FIRST PART and PARTY OF THE SECOND PART shall mandatorily subject any dispute regarding the subject matter of this MOU to Arbitration only.




IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET & SUBSCRIBE THEIR RESPECTIVE HANDS THE DAY & YEAR FIRST HEREIN ABOVE WRITTEN.

Signature/Stamp	L.H.T.I.
1) Dr. Seema Purohit - <i>SP</i>	
2) Vijay A. Salunke <i>08141934</i>	



D E Society through authorised person of Society,
for BMCC , Pune

Signature/Stamp	L.H.T.I.
1) <i>Umesh Deshpande</i> Umesh Deshpande	
2) <i>Mandar Atre</i> Mandar Atre	

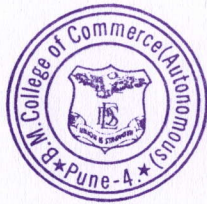


through its authorized signatory _____,

WITNESSES:

1. SIGN.: *J. R. Lanjekar*

NAME : Prof. Dr. J. R. Lanjekar



ADD.: Vice Principal's Residence
Brihan Maharashtra College of Commerce
845, Deccan Gymkhana, Pune - 411004

2. SIGN.: किरीटिस..

NAME: Kiran Sharad Deshpande

ADD: 1385 Shylenwar 1st,
Punyasthan - Flat No. 201
Pune - 411030

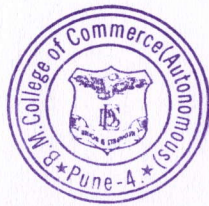
महाराष्ट्र शासन विद्यापीठ प्रशासन विभाग

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पुणे

महाराष्ट्र शासन विद्यापीठ प्रशासन विभाग

पुणे



B. Deshpande
Officiating Principal
B.M. College of Commerce
(Autonomous)
Pune - 411004.



Deccan Education Society's
BRIHAN MAHARASHTRA
COLLEGE OF COMMERCE
(AUTONOMOUS)



**The Institute of Chartered
Accountants of India**
(Setup by an Act of Parliament)

MEMORANDUM OF UNDERSTANDING

Between

"D.E.S' Brihan Maharashtra College of Commerce" Pune

And

The Institute of Chartered Accountants of India

This Memorandum of Understanding (MOU) made on 1st day of June 2022 at Pune.

BETWEEN

Deccan Education Society's Brihan Maharashtra College of Commerce, Pune, - 411 004, a body affiliated to Savitribai Phule, Pune University, (hereinafter referred to as 'the BMCC') through the Principal Dr. Seema Purohit Age: 59 office at: BMCC ,845 Shivajinagar, Pune, hereinafter called as the "FIRST PARTY", which expression shall, unless repugnant to the context or meaning thereof, includes its successors and permitted assignees, of the One Part.

AND

The Institute of Chartered Accountants of India, a statutory body set up under an Act of Parliament (Act No. XXXVIII of 1949), having its Head Office at ICAI Bhawan, Indraprastha Marg, New Delhi 110002, hereinafter referred to as 'ICAI' which expression shall unless repugnant to the context or meaning thereof includes its successors and permitted assignees, of the Other Part, hereinafter called as the "SECOND PARTY".

WHEREAS BMCC is one of the premier colleges of Commerce established in the year 1943 in Maharashtra, providing education in commerce and management,

And WHEREAS ICAI is a statutory body established by the Chartered Accountants Act, 1949 (Act No. XXXVIII of 1949) to regulate the profession of chartered accountants and has students support services, network for delivery of courses, programmes throughout the country and abroad.

nikit sathar *[Signature]*

By this MoU, the parties hereto have decided to cooperate; collaborate and further agree as under:

1. Objective:

The general objective of this Memorandum of Understanding (MOU) is for extending Academic co-operation in the degree programme of B. Com (Honours), and Certificate and diploma courses under the Faculty of Commerce and Management (hereinafter referred to as 'the said Courses') and to stimulate and facilitate the development of collaborative and mutually beneficial programs, which will serve to enhance the intellectual life and cultural development in both organizations as per the Government New Education Policy, 2020.

The second party agrees to extend its support in framing the Syllabus for the courses in B. Com (Honours), and Certificate and diploma courses under the Faculty of Commerce and Management to be introduced in the Institution and to impart subject related training to its faculty, if sought by the first party. Thus, the first party and Second party have, for the support of their mutual interests, hereby agree to the following terms and conditions:

2. Scope of Collaboration

2.1 Second party agrees to extend its support in developing the Course structure and syllabus of B. Com (Honours) course and Certificate and diploma courses under the Faculty of Commerce and Management and to impart subject related training to its faculty in concurrence to New Education Policy, 2020 like Multidisciplinary education and introduction of subjects to enhance the employability of undergraduate students.

2.2 The faculty of first party shall be apprised about the latest trends and amendments through Faculty Development Programme, if sought, the details of which are provided in Annexure I.

3. Binding of the MoU:

3.1 Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

3.2 The parties hereby agree that they are not bound exclusively by this Memorandum and shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other Party. However, each party will disclose similar arrangements they enter with third parties.

3.3 Cost and expenses involved in the implementation of this MOU will be borne by the first party.

3.4 This MoU is not intended to create a legal relationship and its provisions are not intended to give rise to legal rights, obligations or liabilities.

4. Term and Termination:

4.1 This MOU shall come into force on the date of its signing by the authorized representatives of the parties hereto and shall remain in force for a period of 3 years and thereafter it may be further extended with written mutual consent of the parties.

4.2 Either party may terminate this MOU by giving 3 months' prior notice in writing to the other Party explicitly mentioning the reason(s) thereof, dishonouring any commitment made prior to the date of termination notice.

MOU Smt. [Signature]

4.3 The parties agrees that the clause 6 of the MoU shall remain valid and in force as per the law of the land even after the termination of the MoU.

5. Dispute Resolution:

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiation between the Parties, without recourse to any third party or court.

6. Confidentiality, Intellectual Property and Use of Name & Logo:

6.1 Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or given to the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant thereto.

6.2 The protection of intellectual property rights shall be enforced in conformity with the laws, rules and regulations in force from time to time.

6.3 Each party may use the name, logo and/or official emblem of other party for the purposes of this MOU with the prior written approval of other Party.

6.4 Nothing contained herein shall authorize the Parties to use, apply, invade or in any manner exploit or infringe the intellectual property rights of the other Party without prior written consent of such other Party, and the usage shall be in compliance with this MoU. In addition, the Parties undertake not to infringe the intellectual property rights of any third party.

6.5 Neither Party shall use (except as otherwise provided herein) or infringe on the other Party's intellectual property rights at any point of time. Both the Parties further undertake to help each other on a best effort basis in case of infringement by a third party of either Party's intellectual property rights.

6.6 The Parties in future and during the course of their joint working may also create intellectual properties and they currently agree to mutually decide about its ownership at that point in time in future.

7. Amendment:

7.1 Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding, and any revision, modification or amendment agreed to by the Parties shall be presented in writing and signed by authorized representatives of both the Parties. Such amendment/s shall form part of this Memorandum of Understanding.

7.2 Both the parties will review the activities on quarterly basis at the place/ location agreed mutually.

niket sone - [Signature]

8. Contacts:

Each party hereby designates and appoints its representative with overall responsibility for implementing this memorandum and the representatives are duly authorized to sign the MOU. The Parties may, by written notice to the other Party, designate additional or different persons as points of contact but the Parties expect to have only one person at a time designated as the person with overall responsibility for all activities undertaken pursuant to this Memorandum.

For Second party

For ICAI:

Name: CA. Vandana D. Nagpal,

Designation: Director, Board of Studies

Address: ICAI Bhawan, I. P. Marg, New Delhi – 110002.

For First party:

Name: Dr. Seema Purohit

Designation: Principal,

Address: BMCC, 845.Shivajinagar, Pune-411005

9. Further Acts and Assurances:

Each party agrees to execute and deliver all such further instruments and to do and perform all such further acts and things, as shall be necessary and required to carry out the provisions of this MOU and to consummate the transactions contemplated herein.

10. Legal Obligations

Save as to the confidentiality obligations of the Parties under clause 6 above, this MOU merely expresses the intention of the Parties and does not have any binding legal effect. Each Party shall use its best endeavors to implement this MOU in good faith and in accordance with applicable laws, regulations and principles of ethical conduct and integrity. The Parties declare that the signatories to this MoU are its legal representatives, duly constituted in the form of their incorporation, with powers to assume the obligations agreed.

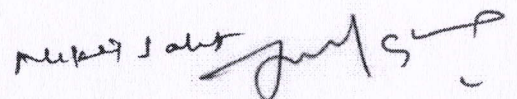
11. Governing Law and Jurisdiction

This MOU and performance hereunder shall be governed by, enforced and construed in accordance with the laws of India and shall be subject to exclusive jurisdiction of the courts in

12. Counterparts & Documents

This MOU may be executed in any number of counterparts. Each counterpart shall constitute an original of this MOU, but all the counterparts shall together constitute but one and the same instrument

IN WITNESS WHEREOF, the parties hereto have caused this MoU to be made in English and executed by their respective duly authorized representatives on the day and year first above written



For and on behalf of

BMCC

ICAI



Deccan Education Society's
BRIHAN MAHARASHTRA
COLLEGE OF COMMERCE
(AUTONOMOUS)



The Institute of Chartered
Accountants of India
(Setup by an Act of Parliament)

Name: Dr. Seema Purohit

Designation: Principal

OFFICIATING PRINCIPAL
B.M. College of Commerce
(Autonomous)
Pune - 411 004.

Date: 14-05-2022

Witness:

Signature

Name: Dr. Varsha H. Deshpande,

Designation: Associate Professor &
IQAC Co-ordinator, BMCC

Name: CA. (Dr.) Jai Kumar Batra

Designation: Secretary

The Institute of Chartered
Accountants of India (ICAI), I.P. Marg,
New Delhi - 110002

सो. (डॉ.) जय कुमार बत्रा / CA. (Dr.) Jai Kumar Batra
सचिव / Secretary
भारतीय सनदी लेखाकार संस्थान
The Institute of Chartered Accountants of India
आई. सी. ए. आई. भवन, आई. पी. मार्ग, नई दिल्ली-110002
ICAI Bhawan, I. P. Marg, New Delhi-110002

Date: 14-05-2022

Witness:

Signature

Dr. Nikhil Saket

Deputy Secretary,
Board of Studies (Academic), ICAI



ANNEXURE-I Guidelines for the Faculty Development Programmes:

1. The FDP shall be organized for the teachers of Department of Commerce of First party and its affiliated colleges. However, topic(s) should be related to Chartered Accountancy Education and Profession.
2. First party shall raise their expression of interest to Director of Board of Studies, Second party to conduct FDP at least 45 days prior to the date of FDP.
3. The Second party, being a Knowledge partner in FDP, shall nominate maximum two experts per subject for First party. The duration of the FDP may range between 2 days to 4 days.
4. First party shall ensure that the background material be provided to them by the shortlisted speakers of FDP.
5. The venue shall be decided by the First party as per its convenience. First party shall bear all actual expenses such as travelling, honorarium of resource person(s)/ venue/ experts/logistic arrangements and printing of background materials, souvenirs etc.
6. Minimum 15 participants shall be present in the Faculty Development Programme.
7. First party shall recognize second party as their knowledge partner through Standees/Banners/website or any other manner.
8. The Report of the FDP, photographs of speakers on the dais, participants, banners containing the name of Board of Studies, Second party etc. and at least one copy of background material published by the First party shall be provided to the Second Party through its Director, Board of Studies for official record at the end of FDP.
9. Final details of the Faculty Development Programme should be ready at least 10 days before the commencement of the programme and be approved by the Second Party through its Chairman/Director, Board of Studies.
10. Faculty Development Programme should consist of two to three technical sessions each day on the topics related to any of the core subjects — Law, Indirect Tax, Direct Tax, Cost Management and Accounting, Accounting, and Audit.
11. In the inaugural and valedictory sessions, at least one representative each from both the parties should participate.
12. Any matter that does not fall in the aforementioned point(s) be mutually decided by the Parties..

Handwritten signature

For and on behalf of

BMCC



Deccan Education Society's
BRIHAN MAHARASHTRA COLLEGE OF
COMMERCE (AUTONOMOUS)

Name: Dr. Seema Purohit

Designation: Principal

BMCC, 845, Shivajinagar,
Pune - 411 005
B. M. College of Commerce
(Autonomous)

Date: Pune - 411 004. 14.05.2022

Witness:

Signature

Name: Dr. Varsha H. Deshpande,
Designation: Associate Professor &
IQAC Co-ordinator, BMCC



ICAI



The Institute of Chartered
Accountants of India
(Setup by an Act of Parliament)

Name: CA. (Dr.) Jai Kumar Batra

Designation: Secretary

The Institute of Chartered
Accountants of India (ICAI), I.P. Marg,
New Delhi - 110002

सी.ए. (डॉ.) जय कुमार बत्रा / CA. (Dr.) Jai Kumar Batra
सचिव / Secretary
भारतीय सचिवी लेखाकार संस्थान
Date: The Institute of Chartered Accountants of India
आई. सी. ए. आई. भवन, आई. पी. मार्ग, नई दिल्ली-110002
ICAI Bhawan, I. P. Marg, New Delhi-110002

Witness:

Signature

Dr. Nikhil Saket
Deputy Secretary,
Board of Studies (Academic), ICAI

Memorandum of Understanding

Between

Nisarg Foundation Inc. , California, USA

And

Deccan Education Society, Pune, India

And

The Climate Project Foundation, New Delhi, India

This Memorandum of Understanding (MOU) sets for the terms and understanding between the three organizations, The Climate Project Foundation (TCPF), Nisarg Foundation Inc. (NF) and Deccan Education Society, Pune (DES), to undertake Project Climate Education and Green Campuses for Safer Planet (Educational and training programs for sustainability and conservation of planetary resources and climate change). To work towards developing programs and projects for mitigations, adaptation & resiliencies together, and with collaborations and partnerships of various agencies all over the country.

The Authority Organization

The Climate Project Foundation and Deccan Education Society

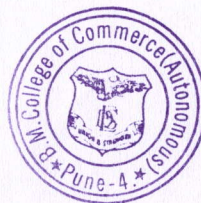
Background

The Climate Project Foundation is a not-for-profit organization working in the field of climate change education and advocacy. TCPF continues to expand its work on climate change presentations as well as focusing on the agenda for developing new content on India specific solutions to climate change. TCPF is working together with schools and colleges to take climate change and environmental sustainability message to teachers, children, and parents, and also inspiring conventional schools to turn into green schools under its Green School Program. TCPF is also working towards helping the government in implementing its renewable energy policy by promoting renewable energy with a special focus on solar energy.

Nisarg Foundation Inc. is based out in California; Nisarg is a non-profit 501 (c) 3 organization, Inc. and having its registered office at 9260 Alcosta Blvd, Ste C26, San Ramon, CA-94583, U.S.A., focusing on energizing teams motivated to do impactful work and create examples for others to follow while reducing human impact on other species we share the planet with. The Nisarg Foundation supports communities to grow and innovate in a way that protects the future and demonstrates our ability to work well with the most vulnerable populations, including every section of society. The Foundation supports, communicate, and mobilize people to bring change in society, providing the funds, campaigns, and resources to push for aggressive climate action and high-level policies that accelerate sustainable development goals including measures to address redress disproportionately affected by deforestation and plantation expansion.

Deccan Education Society, established in 1884, is a non-profit organization working with the idea of providing education to rouse the intellect, drooping will and slumbering conscience of the fallen Countrymen during British Raj. Currently the society is working to strive the following objectives:

- To generate leadership for industrial regeneration of a self- governing nation.
- To facilitate and cheapen education by starting, affiliating or incorporating at different places, as circumstances permit, schools and colleges under private management or by any other ways best



adapted to the wants of the people. In a world struggling with scarcity, and inequality, the society believes that transformational education is the key to environmental conservation and a better future and a greener planet.

Purpose & Activities Planned

The partnership between NF, TCPF and DES is of utmost importance because this partnership will help accelerate the awareness and action on the environment, resource conservation and climate change issues in the organizations under the society like schools, colleges, and surrounding community. The impacts of this association will be felt in the state of Maharashtra and nationally. The Climate Project Foundation is already conducting Teachers Training Program on climate change in the schools all over the country and approaching schools for the Green Campus Program. With financial support and inputs from Nisarg Foundation Inc., it will be possible to implement the transformative green campus program and teachers training in the schools and colleges run by Deccan Education Society.

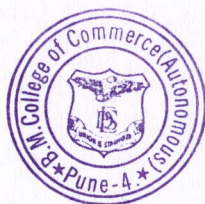
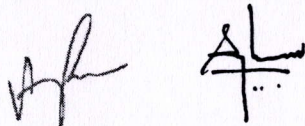
- The purpose of this partnership is to generate awareness about environmental issues like clean energy, waste management, conservation of water, tree planting and education on climate change science, solutions, and impacts. The work will be carried out amongst the educators, schools, colleges, and other stakeholders including – staff of the Deccan Education Society.
- Building long term capacity of the institutions by training teachers/educators in implementing Green Campus Program to subsequently help them in spreading awareness and creating positive change about the issues in other schools, colleges, and community.
- To implement a physical transformative process to build a sustainable campus, by implementing renewable energy solutions through solar panels, rainwater harvesting implementation, waste segregation and composting on campus, development of green spaces and improving air quality and Health of students.
- To develop teaching content on the environment and make it readily available digitally to the society schools, colleges, and other stakeholders for implementation.
- To undertake seminars, workshops, conclaves, training, meetings, campaigns and conferences in collaborations and partnerships with government and non-government agencies on the issues of concern.
- To jointly undertake any other activities and share programs and resources that will address the sustainability education, climate change and other environmental issues for the betterment of the Country.

Programs to be implemented

The two programs of TCPF, Teachers Training on Climate Change & Sustainability Development Goal (SDG) and Green Campus Program will be jointly implemented by NF, TCPF and DES. A separate detailed action plan will be prepared by TCPF with the help of DES and inputs from NF after the signing of the MOU and on the availability of the resources.

Time Frame

The Green Campus Program and Teachers Training Program will be implemented within a time frame of one year. If due to unexpected events like Pandemic, Natural disaster or any unforeseen event, the timeline will be extended by a year. Beyond this, all the three parties of this MOU will Have to give their consent for further extension.



Participating Institutions

Activity Year 01 (2022-23)

Transforming to Green Campuses and Climate Education and Training

Name Address

**1. Brihan Maharashtra College of Commerce
845, Shivajinagar, Pune 411004, Maharashtra, INDIA.**

2. Dravid High School Songirwadi Tal - Wai, Dist - Satara, 412803

3. Ahilyadevi High School for Girls Holkar wada, Shaniwar Peth, Pune, 411030

Coordination & Reporting

The top-level coordination team will have the following members:

1. Mr. Chirag Kathrani (Founder Trustee, Nisarg Foundation)
2. Mr. Vikrant Shrivastava (CEO, Co- Founder, Nisarg Foundation)
3. Ms. Seema Purohit (Member, Deccan Education Society)
4. Mr. Aditya Pundir (Director, the Climate Project Foundation)

The above members will be responsible for the smooth implementation of the programs, they may delegate their powers and responsibilities to another individual, but it must be communicated in advance to the other members of the team.

Funding

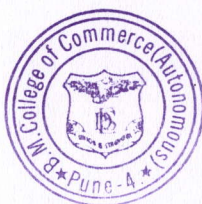
The process of collecting funds for the project will be done by NF and TCRP as DES have made it clear that they will not be raising funds directly for the project. The funds would be required for implementing:

1. The Teachers Training Program
2. The Green Campus Program

NF will be contributing USD 20,000 towards the Project. TCRP will contribute towards providing funds for developing content for the Teachers Training Program and the Green Campus Program. The cost of travel and accommodation in the field will be borne by it for the first year.

The cost of online servers and training modules for the program will also be borne by the TCRP for the first year. TCRP will also look for donors under CSR to help in funding the above projects. DES will fund the following activities: DES will bear the expenses of its teachers travel and stay (if Required) for training and will provide venues, wherever possible free of cost for training of its students, teachers, and staff. The expenses towards providing food and refreshments or paying for any commercial training facility can be charged to the project funds collected. DES will make available its facilities at no charge to the project for purposes of facilitating Green Campuses, Storage of raw Material, classrooms, and conference rooms. DES will also not bill the project for any staff time or existing utilities.

Handwritten signatures of two individuals.



TERMS AND CONDITIONS FOR GRANT

The grant is given to the representative for the sole purpose of supporting the respective Organization and not as a personal grant. The Key Person to carry out all the mentioned Tasks as per the project proposal under the guidance of (project coordinator) of (climate reality) and contact person name (Deccan education)

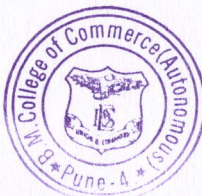
The grant shall be used for the sole purpose of the project that was proposed to the Nisarg Foundation in May 2022 under their flagship Program "Road to Sustainability".

This Grant Agreement contains the terms on which grant funding is being provided to the Authority organization and for the project implementation through the objective reached by the Climate reality on each phase.

In this Grant Agreement:

- a) The grant is given to the authorized organization Deccan Education Society (DES) to support the respective project Presented by the climate reality and not as a personal grant.
- b) The grant shall be used for the sole purpose of the project that was presented by the project coordinator in the proposal that was sent to the Nisarg Foundation in May 2022 under their flagship program "Road to Sustainability"
- c) The project 'green campus program' will be implemented as mentioned duration in the proposal, the Deccan education society has lead responsibility for managing the project through the climate reality, and the amount of funding that is being provided under this Grant Agreement.
- d) Monitoring and Evaluation means an assessment of the Project by the Authority or one or more persons appointed by the Authority organization or the grantor Nisarg Foundation. The Evaluation will assess the Project based on value for money, impact, and delivery of outputs. Evidence will be collected through a review of supportive paper documents and stakeholders.
- e) "Evaluation Visit" means a visit of up to 1 day in a month made by one or more persons appointed or nominated by the Authority organization or the grantor Nisarg Foundation to where the Project is being delivered and with stakeholders involved in the Project.
- f) "Project Implementation" means all the activities which the climate reality undertakes to deliver the Project which is being funded under this Grant Agreement.
- g) The climate reality acknowledges that the Authority agrees to provide total funding only for the amount, period and purposes set out in the proposal that was sent.
- h) The Authority organization agrees to provide full grant funding for Eligible Expenditure incurred by the project coordinator to implement the project entitled Green campus program.
- i) The climate reality accepts responsibility for the proper use and administration of all funding provided under this Grant Agreement, quarterly status reports, the statement of expenses along with supportive documents and undertakes to use such funding only to carry out the Project following the Project outputs and activities said in the proposal that was sent.

(Handwritten signatures)



j)The climate reality agrees and accepts that it will not apply for duplicate funding in respect of any part of the Funded Activities, or any related administration costs that the Authority is funding in full under this Grant Agreement, and it may be prosecuted for fraud should it dishonestly and intentionally make such an application.

The grant consists of TWENTY THOUSAND USD (FIFTEEN LAKH INDIAN RUPEES APPROX) AND ZERO-CENTS.

The Grant will be delivered to the authority organization for project implementation in the following installments;

First installment: 7000 USD (₹ 5, 25,000 Approx.)

Second installment: 7000 USD (₹ 5, 25,000 Approx.)

Third Installment: 6000 USD (₹ 4, 50,000 Approx.)

Total: 20000 USD (₹ 15, 00,000 Approx.)

All the three organizations will have a right to quit the project if they find it difficult to continue due to any circumstances which are out of their control or in a situation where they do not have the resources to continue. If the project is not continuing as per the expectations of the partners, then they will have a right to give a notice of three months before quitting the project.

INDEMNITY:

This is a non-commercial association for the good of the environment and community. All the three partners are investing their resources for bringing about a positive change and are not looking for profits.

All three partners shall indemnify each other from and against all third-party claims & liabilities arising from any breach by respective parties of any terms and conditions of this MOU.

INTELLECTUAL PROPERTY RIGHTS

Parties acknowledge that all right, title and interest, including all Intellectual Property Rights, in the intellectual property work developed or created by TCPF for the Teachers Training and Green Campus Program shall be the exclusive property of TCPF for India and worldwide and in perpetuity.

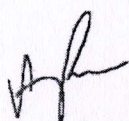
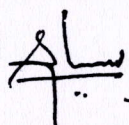
GOVERNING LAW AND JURISDICTION:

Nisarg Foundation Inc. is based out in California; Nisarg is a non-profit 501 (c) 3 organization, with address 9260 Alcosta Blvd, Ste C26, San Ramon, CA- 94583, USA

Deccan Education Society, A Body Registered Under the Bombay Public Trust Act, 1950, and Societies Registration Act, 1960 having its office at Ferguson College, Ferguson College Road, Shivajinagar, Pune - 411004

The Climate Project Foundation is registered under The Bombay Public Trusts Act, 1950 Act and is situated at registered office, C/o M.B. Agrawal & Co. 204, Mhatre Pen Bldg., Senapati Bapat Marg. Dadar (W)Mumbai 400028.

This MOU shall be governed and construed in accordance with the laws of India. In the event of any dispute arising between the contracting parties, the parties shall attempt to resolve such dispute through arbitration, and the seat of arbitration shall be Mumbai, Maharashtra, and such dispute Resolution shall be governed by the Arbitration and Conciliation Act, 1996.



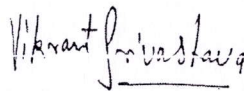
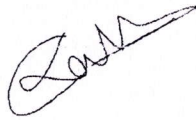
Further, any dispute in relation to this MOU shall be subject to the exclusive Jurisdiction of the courts in Mumbai, Maharashtra.

Duration

This MOU is initially for One year only and may be extended/modified by mutual consent of all three partners for a period of 4 more years, after the period of five year, the same shall be deemed to be terminated without notice if not renewed.

This MOU shall become effective upon signature by the authorized officials and will remain in effect until modified by the partners by mutual consent. EXECUTED for the Parties by the persons below, each duly Authorized and **Dated 3rd August 2022**

For Nisarg Foundation



Name: Mr. Chirag Kathrani
Designation: Founder
Email: chirag@nisargteam.org

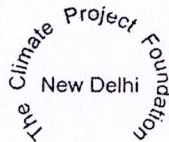
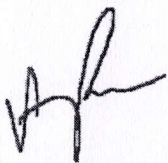
Mr. Vikrant Srivastava
Co-Founder
vikrant@nisargteam.org

For Deccan Education Society

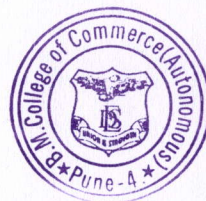


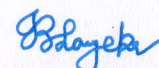
Dr. Seema Purohit
Principal
Email: seema.purohit@despune.org

For The Climate Project foundation



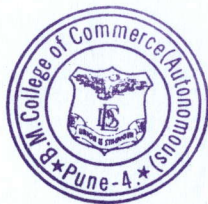
Mr. Aditya Pundir
Director
Email: apundir@climatereality.com




Officiating Principal
B.M. College of Commerce
(Autonomous)
Pune - 411 004.

MEMORANDUM OF UNDERSTANDING
BETWEEN [The Bhandarkar Oriental Research Institute]
AND [Deccan Education Society's, Brihan Maharashtra
College of Commerce.]

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the The Bhandarkar Oriental Research Institute hereinafter known as "BORI", whose address is 812, Law College Road, Shivajinagar, Pune - 411004, and Brihan Maharashtra College of Commerce hereinafter known as "BMCC", whose address is 845, Shivajinagar, Pune, Maharashtra 411004.
2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the admissions for the course Veda Vidya will be carried out in collaboration between the two organisations.
3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect till the completion of the project, so deemed by both the parties. This MOU may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above. This MOU is effective for the current academic year and may be mutually extended by two more academic years.
4. **Responsibilities of BMCC:** BMCC will undertake to fulfil the following responsibilities for the project.
 - BMCC assures that they will raise at least 100 participants who will take admission for the course Veda Vidya - Vedas to Vedangas, on the online platform bharatvidya.in.
 - Allocating credit points to the participants of the course.
 - Maintaining, updating and submitting a list of all participants who will enrol due to BMCC's efforts on a quarterly basis
5. **Responsibilities of BORI.** BORI will undertake to fulfil the following responsibilities for the project.
 - BORI has curated and made available the course Veda Vidya - Vedas to Vedangas on its collaborative platform Bharat Vidya.



- This course is an introduction to the Vedas and Vedic Literature.
- This is a 15 learning hours course on which 1 credit point can be allocated to the participant.
- BORI agrees make available this course to the participants of BMCC for the aforementioned academic year.
- BORI agrees to issue certificates with the logos of both the parties involved in the MOU along with the logo of Bharat Vidya for the participants of BMCC.
- The IPR (Intellectual Property Rights) of the said course will remain with the e-learning platform and will not be shared with BMCC or any of the participants.

6. **Remuneration.** During the academic year of 2023, BORI will charge INR 500- plus GST for the said course.

7. **General Provisions**

A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

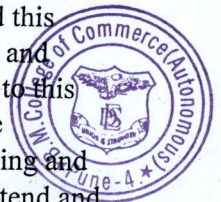
B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Maharashtra. The courts of the State of Maharashtra shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be under Pune Jurisdiction.

D. **Entirety of Agreement.** This MOU, consisting of 5 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

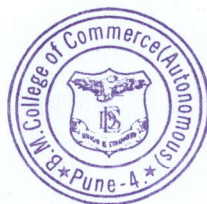
F. **Sovereign Immunity.** The [requesting law enforcement agency] and the [assigning law enforcement agency] and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defences provided by law with respect to any action based on or occurring as a result of this MOU.

G. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a



party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

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TO BOTTOM OF PAGE**




8. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

BORI

~~सु.प.वैशंपायन~~

Sudheer Vaishampayan
Hon. Secretary, BORI.
Address: 812, Law College Road,
Shivajinagar, Pune - 411004
Date: 30/09/2023


Bhupal Patwardhan
Chairman, E.B, BORI
Address: 812, Law College Road,
Shivajinagar, Pune - 411004
Date: 30/09/2023

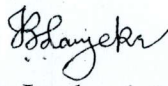


Witness:



Chinmay Bhandari
Address: A-5 Kruttika Apartments,
Lane no. 9, Dahanukar colony, Pune - 411038
Date: 30/09/2023

BMCC


Prof. Dr. Jagdeesh Lanjekar
Officiating Principal, BMCC
Address: 845, Shivajinagar, Pune, Maharashtra
411004
Date: 30/09/2023



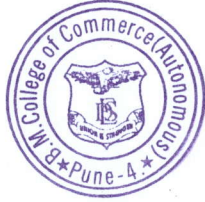
[Handwritten signature]

Dr. Rajeshree D. Gokhale
Professor, BMCC
Address: 845, Shivajinagar, Pune, Maharashtra
411004
Date: 30/09/2023

Witness:

[Handwritten signature]

Prof. Vijay Darekar
Address: 845, Shivajinagar, Pune, Maharashtra
411004
Date: 30/09/2023



[Handwritten signature]

Officiating Principal
B.M. College of Commerce
(Autonomous)
Pune - 411 004.

Memorandum of Understanding

This memorandum of understanding is made and executed at Pune on 20th June, 2023

BETWEEN

Brihan Maharashtra College of Commerce- (BMCC), address as 845, Shivajinagar Pune 411004, India, represented by The Principal, Brihan Maharashtra College of Commerce, 845, Deccan Gymkhana, Pune - 411004, hereinafter called the **Party of the FIRSTPART.**

AND

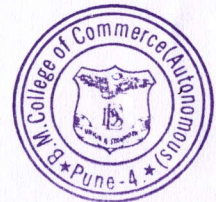
The Poona Merchants Chamber - (PMC), 'Vyapar Bhavan', Market Yard, Gultekadi, Pune - 411037, hereinafter called the **Party of the SECONDPART.**

1. BACKGROUND

The **Party of the FIRST PART** is a pioneering, premier degree Commerce college in India, situated in the city of Pune, The College was established in the year 1943 by the Deccan Education Society, Pune with a view to providing enlightened leadership and trained manpower in the field of Commerce and business to the country which was on the threshold of independence. The college has completed it's 80 years of establishment. It is affiliated to the Savitribai Phule Pune University and recognized by the Government of Maharashtra.

Situated at the foot of the rugged Fergusson College Hill and dotted with a lush green trees and shrubs all around, it has most picturesque and inviting atmosphere. BMCC has earned the award of 'College with potential for Excellence' from the University Grants Commission, New Delhi. The College became autonomous in the year 2017.

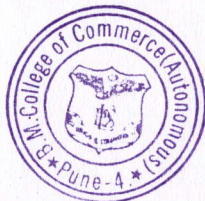
BMCC has produced many notable leaders, Businessmen, Industrialists and Entrepreneurs like Sharad Pawar, Dr. Cyrus Poonawalla, Ravi Pandi, Sulajja Firodia and so on.



The Party of the Second Part is established in 1949. It is one of the prominent apex bodies in Maharashtra representing wholesale traders dealing in food grains, Jaggery, Sugar, Edible Oils, Pulses, Dry fruits etc. The main aim of the Chamber is to solve the problems faced by traders & to fight against any injustice towards the traders. The Chamber also strives to have unity among the traders and tries to bring about awareness among them. At the same time, it is committed to contribute to the social cause. It's social commitment is reflected in the contributions made by it during the Kargil war & the devastating earth quakes in Latur & Gujarat. The social activity of our Chamber (Distribution of Ladu and Chiwada in huge quantity at reasonable rate during the Dipawali Festival) has been recorded in the Limca Book of Records and the Guinness Book of World Record.

The Pune Merchants Chamber acts as a conduit between the government and the traders by conveying to the government the problems faced by the traders and making the traders aware of the government policy. If necessary it submits representations to the government to get the problems sorted out.

The Poona Merchants Chamber is on the verge of completing 75 years of its fruitful existence. Recently, in a special function, the Chamber published a book entitled 'Vyaparache Vidyapeeth', depicting the success stories of its illustrious office bearers and past presidents, at the hands of Hon'ble Shri. Sharadchandra Pawar. In the same function, Shri. Sharad Pawar, a renowned past student of BMCC, having observed that most of the office bearers of the Chamber are the alumni of BMCC. He, therefore, proposed that our own College BMCC precoding such a galaxy of illustrious presidents, successful businessmen, must have felicitation of the present students having shown their entrepreneurs skills and also of the teachers who inculcate and develop the entrepreneurship skills among the students.



2. OFFER AND ACCEPTANCE

2.1. The **Party of the SECOND PART** made an offer to the **Party of the FIRST PART** by its' offer letter.

2.2. 'The Poona Merchant Chamber Entrepreneurship Scholarships will be given to the selected eight (four boys and four girl) students who have done something better in the field of Entrepreneurship by starting some type of business activity of their own, and also two special awards will be given to the two selected teachers who has taken initiative in the development of entrepreneurial skills among the students.

2.3. These Scholarships and Awards will be given every year.

2.4. The Chamber has developed a corpus of Rs. 30 lakhs and it will be raised up to Rs. 50 lakhs. **This amount is deposited with bank in the name of "The Poona Merchants Chamber Relief Fund "** The interest on this corpus fund will be utilized for instituting these scholarships and awards for the present shortlisted eight students and two teachers.

3. **Number of Awards**

There shall be in all 10 prizes which will consist of Entrepreneurship Scholarships to 4 boys students and 4 girl students as well as Entrepreneurship Awards to 2 illustrious Teachers of BMCC.

4. **Criteria For Selection**

These prizes will be awarded to those selected students who have done something remarkable as an Entrepreneur and also to those selected teachers who have dome and kind of research in the field of Entrepreneurship Development.

5. **Selection Procedure**

Every year, Principal BMCC will select and recommend these **names of** such students and teachers to the Chamber on or before 31st May every year for considering of such Scholarships and Awards. There will be a Committee for finalizing these Scholarships and Awards.



There will be Committee for finalizing these names, consisting of –

- 1) The Principal, Brihan Maharashtra College of Commerce, Pune
- 2) The President, The Poona Merchants Chamber, Pune
- 3) Shri. Vitthalsheth Maniyar
- 4) One representative nominated by the Principal, BMCC
- 5) One representative of the Chamber nominated by the President, PMC.

6. Felicitation

The Chamber will invite such Scholarship / Award winners along with Principal, BMCC, Teachers and other interested students for the function organized by the Chamber.

The Chamber will felicitate such students and teachers of BMCC (in all total 10) with suitable amount of award money and Certificate.

The corpus amount collected by the Chamber shall be held with the Chamber and the interest thereupon will be utilized for the prize money. The amount of prizes will be decided by the Chamber authorities.

7. Purpose

The purpose of this scheme is to encourage students to become successful entrepreneurs and to appreciate the efforts taken by the teachers for the development of entrepreneurial skills among the students.

8. Fund for Books

The Poona Merchant Chamber will also dedicate some funds towards donating Books and Journals for the Library of Brihan Maharashtra College of Commerce, Pune.

9. Responsibilities

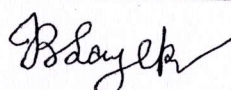
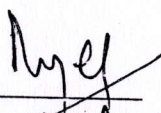
There will be no financial burden of any type of the Party of the First Part. The Party of the Second Part will make necessary arrangement of funds for the Scholarships and Awards.

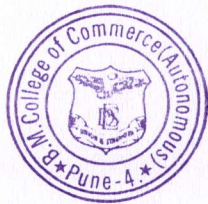


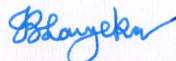
10. Termination of MOU

This MOU can be terminated by either parties with one month prior notice.

In witness where of the parties have signed this Memorandum of Understanding of the day, month and year firs there in above written

Sign and delivered	Witness
Principal, Brihan Maharashtra College of Commerce, Pune Party of the First Part	Signature  Name: <u>Dr. J. R. Lanjekar</u> Address: <u>BMCC, Pune</u>
President, The Poona Merchants Chamber, Pune Party of the Second Part	Signature  Name: <u>The Poona Merchants</u> Address: <u>Chamber, Marketyard</u> <u>PUNE</u>




Officiating Principal
B.M. College of Commerce
(Autonomous)
Pune - 411004.

(23)

DES PU
22/08/2023

MEMORANDUM OF UNDERSTANDING

Between

Deccan Education Society's,

**Brihan Maharashtra College of
Commerce (Autonomous), Pune**

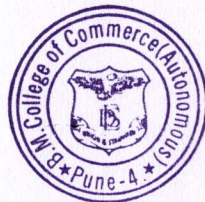
And

Deccan Education Society

Proposed DESPU, Pune

For

**Collaboration for book transfer and
resources sharing of BMCC Library &
Library of DESPU**





महाराष्ट्र MAHARASHTRA

2023

CB 054192

यदि कात्यायनी मुद्रांक खरेदी केला त्यांनी त्याच कात्यायनी
मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

अनु.क्र. 2844e 22/08/2023 याक
दस्तावा प्रकार M.O.U.
दस्त नोंदणी करणार आहेत का? होय/नाही.
मिळकतीचे वर्गन
मुद्रांक विकत घेणाऱ्याचे नांव डॉ. मंगलेश ल. जोके
पत्ता बी.एम.सी. कॉलेज रोड पुणे
दुसऱ्या पक्षकाराचे नांव पुश्पाद खोसले
हास्त व्यक्तीचे नाव व पत्ता सुकदेव चिब्रे, F-2, लोसपुणे
मुद्रांक विकत घेणाऱ्याची सही 9388 शिवाजीनगर पुणे 411 004 स.नं. 98-0
शुभांगी सुहास बनकर
परवाना क्र. 2209990

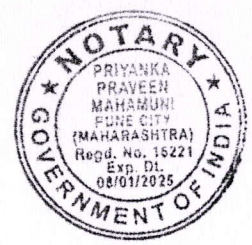
प्रथम मुद्रांक लिपीक
कोणावर पुणे कार्यालय

NOTARY
PRIYANKA
PRAVEEN
MAHAMUNI
PUNE CITY
(MAHARASHTRA)
Regd. No. 16221
Exp. Dt.
08/01/2025
GOVERNMENT OF INDIA

Memorandum of Understanding (MoU)

This Memorandum of Understanding (MoU) is entered into on 22nd August 2023





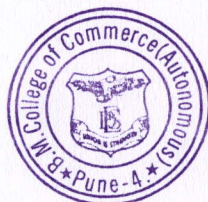
Preamble

Deccan Education Society's The **Party of the FIRST PART** is a pioneering, premier degree Commerce college in India, situated in the city of Pune, The College was established in the year 1943 by the Deccan Education Society, Pune with a view to providing enlightened leadership and trained manpower in the field of Commerce and business to the country which was on the threshold of independence. The college has completed it's 80 years of establishment. It is affiliated to the Savitribai Phule Pune University and recognized by the Government of Maharashtra. Situated at the foot of the rugged Brihan Maharashtra college of commerce Hill and dotted with a lush green trees and shrubs all around, it has most picturesque and inviting atmosphere. BMCC has earned the award of 'College with potential for Excellence' from the University Grants Commission, New Delhi. The College became autonomous in the year 2017 represented through its Officiating Principal, Dr.Jagdish R.Lanjekar ,Age: 55 yrs Occupation :Service :Office at: Brihan Maharashtra College of Commerce (Autonomous), 845, Deccan Gymkhana, Pune. 411 004

hereinafter referred to as **First Party** (which expression unless repugnant to the context shall include its representatives, successors and assignees).

And

Deccan Education Society's for proposed University , DESPU. This DESPU is a part of society which is an educational public charitable trust, having its office at Brihan Maharashtra college of commerce Campus, Pune 411004, Registered under the Societies Registration Act No.XXI of 1860 on 13.08.1885 at Registration No.57 dated 15.08.1985 and under the Maharashtra Public Trust Act (previously known as the Bombay Public Trusts Act 1950, on 06.10.1954 at Registration No.F-167, represented by its duly authorized signatory Dr.Prasad Khandekar Founding Vice Chancellor aged about 53 years:Occupation: Service address : DES Pune University, Mukundadas Lohiya Academic Complex, Brihan Maharashtra College of Commerce, Pune. 411004 hereinafter called as "**DESPU**", which expression



shall, unless repugnant to the context or meaning thereof, mean and include its successors, administrators and assigns, of the ONE PART,

DESPU and Brihan Maharashtra college of commerce (Autonomous) hereinafter collectively will be called as **the Parties**.

WHEREAS the Brihan Maharashtra college of commerce (Autonomous) and **DESPU** agree to collaborate for transferring and sharing Library resource in order to fulfil the library user needs and improve access to materials and services of the library.

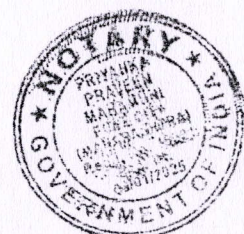
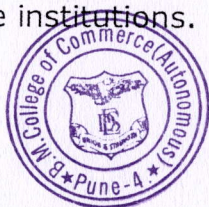
AND WHEREAS the collaborative program will be carried out with Library of the Brihan Maharashtra college of commerce) and **DESPU** to conduct joint collaborative work with respect to transferring and sharing books and e-resources of each other for mutual interests.

AS WHEREAS this collaboration will also involve interaction between the Research Scholars, Mentors, Experts and other International competitive exam experts of both the parties

AGREED COLLABORATION BY AND BETWEEN THE PARTIES IS AS UNDER:

1. SCOPE AND OBJECTIVE :

- A. The basic concept of the collaboration is to explore the resources of the Brihan Maharashtra college of commerce library and proposed DESPU Library to share the library resources and required data among each other as and when required by the both the parties .
- B. The Librarian of the said library is the key person and will help both parties and vice versa in identifying and allowing the bonafide members of the libraries i.e students, faculty members, researchers etc. to access, print as well as online resources of participant libraries.
- C. The Purpose and Object of this MoU are legal and to cater the resource need of the institutions.

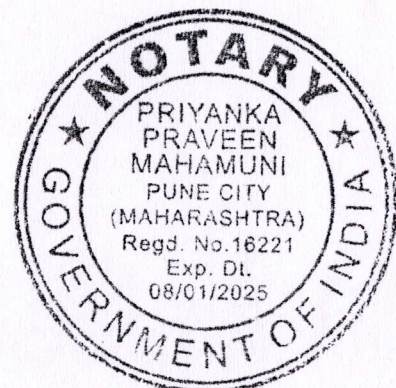
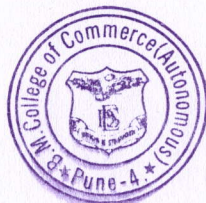


- D. Both the parties mutually agrees that though there is sharing of books, e-books ,e- resources of one party to the other ,there shall not be any kind of change in ownership. The ownership of the resources shared will be of the respective unit only. It is the paramount duty of the second party to use the provided books and data with due care and procedure.
- E. This is agreed between the parties that the basic concept of collaboration is to explore the available resources with each other.
- F. The party of the first part will transfer the relevant books from the non grant-section to the Second Party as per the courses introduced and as per the requirement of the second party.
- G. The resource sharing will be amongst the institutions.
- H. This is not a financial MoU, as no party has to pay anything to the other party, except in case of loss of books/ physical resources, it is the responsibility of the institute to pay damages to the owner.

2. JOINT RESPONSIBILITIES of Both the parties :

1. It will be the responsibility of the Head of the institution to return physical resources of the other institutes library.
2. To issue print resources from the other institutes library, The Librarian needs to forward the requisition form. It will be the responsibility of the librarian to collect the requested material at their own library and to return the same on or before the due date.
3. Librarians of both the institute needs to coordinate and provide credentials of the shared E-resources to library users.
4. Areas of Cooperation: Both the parties will assist each other and cooperate institutions to optimum use of resources.
5. The decisions of Head of the institutions of the parties regarding the transfer of books and resources shall be final and will be binding to all concern of this MoU.

3. COORDINATION COMMITTEE:





Deccan Education Society's Brihan Maharashtra College of Commerce (Autonomous), Pune	Deccan Education Society's Proposed DES Pune University, Pune
Dr. Prof. J.R. Lanjekar, Officiating Principal	Dr. Prasad Khandekar, Founding Vice Chancellor
Dr. Asma Bagwan, Assistant Professor	Dr. Aparna Vaidyanathan, Assistant Professor
Shri. Sanjay Salve, Assistant Librarian	Dr. Sanjivani Shelke, Joint Registrar
	Shri. Rahul Ambhore, Assistant Librarian

4. EFFECTIVE DATE AND DURATION OF MoU:

This MoU shall be effective from the date it is signed by the parties. The duration of the MoU will be initially for a period of Thirty five months from the effective date, unless or otherwise terminated earlier, as per Clause 8.

5. TERMINATION OF MoU:

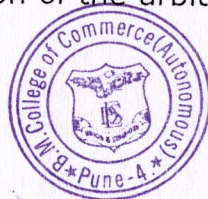
This MoU can be terminated with the mutual consent of all the parties hereto or by the either party, giving a prior notice of not less than three months of its intention to do so.

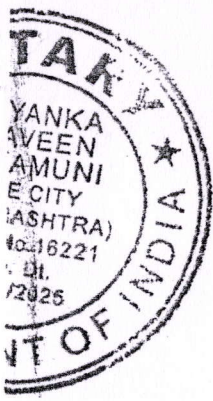
6. AMENDMENT TO MoU

No amendment to this MoU shall be valid unless the same is made in writing jointly by both the parties and their authorized representatives and specifically stating the same to be an amendment to this MoU.

7. SETTLEMENT OF DISPUTES:

Any dispute arising in relation to or in connection with this MoU between the parties shall be resolved by mutual negotiations. In case of any unsolved dispute, the parties shall refer the said dispute for arbitration, to the sole arbitrator appointed by the parties by mutual consent and the decision of the arbitrator shall be final and binding on





both the parties. The provisions of Arbitration and Conciliation Act, 1996 and successive amendments if any shall apply to such arbitration. The place of arbitration shall be at Pune.

IN WITNESS WHEREOF the Parties hereto have signed this Memorandum of Understanding at Pune on 22nd day August month 2023 year.

Sign:

[Signature]

Name: (Dr. Prof. Jagdeesh Ramchandra Lanjekar)

Officiating Principal
B. M. College of Commerce
(Autonomous)
Pune-411004.

Principal

Brihan Maharashtra college of commerce (Autonomous)

Sign:

[Signature]

Name: Prasad D. Khandekar

Founding Vice Chancellor

DESPU.

Witness-1

Sign:

[Signature]

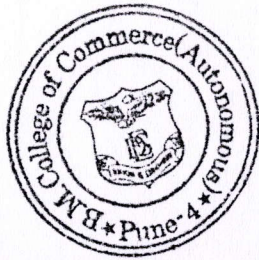
Name: Dr. Asama Bagwan

Witness-2

Sign:

[Signature]

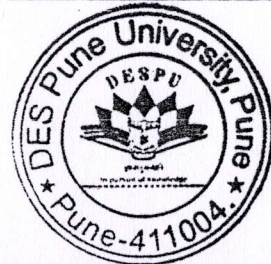
Name: DR. Saugivani M. Shelke.



BEFORE ME

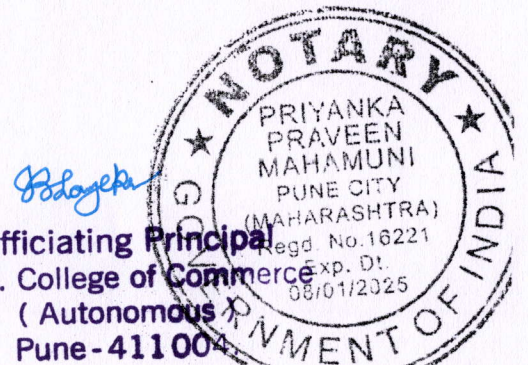
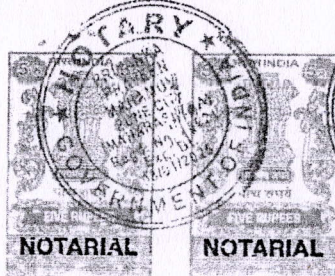
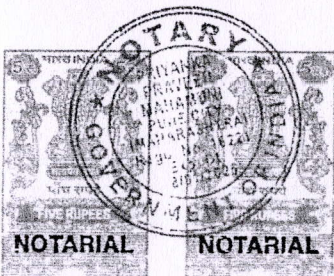
[Signature]

PRIYANKA PRAVEEN MAHAMUNI
NOTARY GOVT. OF INDIA
DIST. PUNE (MAHARASHTRA)
Regd. No. 16221
Exp. Dt. 08/01/2025



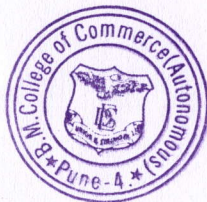
PRIYANKA PRAVEEN MAHAMUNI
NOTARY GOVT. OF INDIA
Regional Add.-
238, D. Near Peth, Bhat Wada,
Sabugem. Chowk, Near Tulshi Baug,
PUNE-411002.
Mob No. 8485853091, 8275796400

NOTED AND REGISTERED
AT SR. NO. 280 / 2023
DATE 25 AUG 2023



**MEMORANDUM OF UNDERSTANDING
BETWEEN [The Bhandarkar Oriental Research
Institute] AND [Deccan Education Society's, Brihan
Maharashtra College of Commerce.]**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the The Bhandarkar Oriental Research Institute hereinafter known as "BORI", whose address is 812, Law College Road, Shivajinagar, Pune - 411004, and Deccan Education Society's Brian Maharashtra College of Commerce hereinafter known as "DES's BMCC", whose address is 845, Shivajinagar, Pune, Maharashtra 411004
2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the admissions for the course Veda Vidya will be carried out in collaboration between the two organisations.
3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect till the completion of the project, so deemed by both the parties. This MOU may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above. This MOU is effective for the current academic year and may be mutually extended by two more academic years.
4. **Responsibilities of DES's BMCC:** DES's BMCC will undertake to fulfil the following responsibilities for the project.
 - DES's BMCC assures that they will raise at least 50 participants who will take admission for the course Veda Vidya - Vedas to Vedangas, on the online platform bharatvidya.in.
 - Allocating credit points to the participants of the course.
 - Maintaining, updating and submitting a list of all participants who will enrol due to DES's BMCC's efforts on a quarterly basis
5. **Responsibilities of BORI.** BORI will undertake to fulfil the following responsibilities for the project.
 - BORI has curated and made available the course Veda Vidya - Vedas to Vedangas on its collaborative platform Bharat Vidya.



- This course is an introduction to the Vedas and Vedic Literature.
- This is a 15 learning hours course on which 1 credit point can be allocated to the participant.
- BORI agrees make available this course to the participants of DES's BMCC for the aforementioned academic year.
- BORI agrees to issue certificates with the logos of both the parties involved in the MOU along with the logo of Bnarat Vidya for the participants of DES's BMCC.
- The IPR (Intellectual Property Rights) of the said course will remain with the e-learning platform and will not be shared with DES's BMCC or any of the participants.

6. **Remuneration.** BORI will charge INR 1,000/- per participant for the said course. DES's BMCC will have a share in the revenue generated from the course. The revenue sharing slabs will be as follows:

1. BORI - INR 750/- only
2. DES's BMCC - INR 250/- only

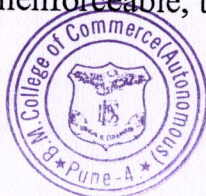
7. **General Provisions**

A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Maharashtra. The courts of the State of Maharashtra shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be under Pune Jurisdiction.

D. **Entirety of Agreement.** This MOU, consisting of 5, pages, represents the entire and integrated agreement between the parties and supersedes DES's BMCC all prior negotiations, representations and agreements, whether written or oral.

E. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue



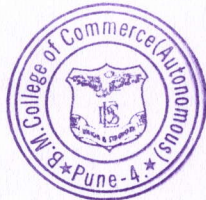
in full force and effect, and either party may renegotiate the terms affected by the severance.

F. Sovereign Immunity. The [requesting law enforcement agency] and the [assigning law enforcement agency] and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defences provided by law with respect to any action based on or occurring as a result of this MOU.

G. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

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8. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

BORI

Sudheer Vaishampayan
Hon. Secretary, BORI.

Address: 812, Law College Road,
Shivajinagar, Pune - 411004

Date:

Bhupal Patwardhan
Chairman, E.B, BORI

Address: 812, Law College Road,
Shivajinagar, Pune - 411004

Date:

B.K. Patwardhan

Witness:

Chinmay Bhandari

Address: A-5 Kruttika Apartments,
Lane no. 9, Dahanukar colony, Pune - 411038

Date:

Chinmay Bhandari



DES's Brihan Maharashtra College of Commerce

Professor Dr Jagdeesh Lanjekar

Officiating Principal, BMCC

Address: 845, Deccan Gymkhana

Pune 411004

Date:



Witness

Dr Rajeshree Gokhale

HOD, Business Practices

Address: 845, Deccan Gymkhana

Pune 411004

Date:

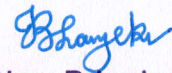
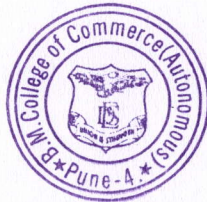
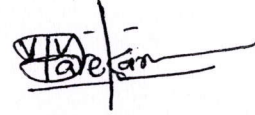


Prof Vijay Darekar

Address: 845, Deccan Gymkhana

Pune 411004

Date:



Officiating Principal
B.M. College of Commerce
(Autonomous)
Pune - 411 004.