

महाराष्ट्र MAHARASHTRA

2021

BG 464879

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला आहे त्यांनी त्याच कारणासाठी  
 तो रक्कम ५ महिन्यांच्या आत वापर करावयाचा आहे.

वस्तुनामकार/ अनुसूचेत क्रमांक : M.O.O.

वस्तु नोंदणी कार्यालय आहेत का

नोंदणी कार्यालय कारणास दुय्यम निबंधक कार्यालयाचे नाव :

निष्कर्ष देण्याचे

पोस्टला पत्ता

मुद्रांक विकत घेणाऱ्याचे नाव व पत्ता : Secretary DES Ferod Pune

वस्तुनामकाराचे नाव : Ninad Mainkar

वस्तु नोंदणी कार्यालय नाव व पत्ता : SW

मुद्रांक विकत घेणाऱ्याचे पत्ता : 1982

मुद्रांक विकत घेणाऱ्याची अनु.क्रमांक : 27 OCT 2021

मुद्रांक विकत घेणाऱ्याची सही

प्रदानाधारक मुद्रांक विक्रेत्याची सही/पत्ता/

परवाना क्रमांक R

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



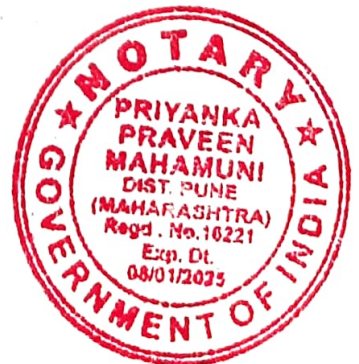
MEMORANDUM OF UNDERSTANDING

Between

“Uttarakpath” 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 meaning thereof, 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.

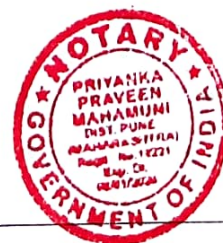
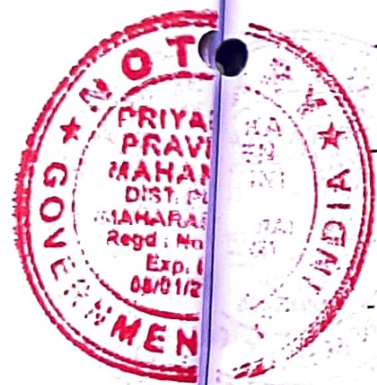
### Article 3:

- 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](mailto:des.legal@despune.org) UIAS's official email is i.e.: [uttarapathias@gmail.com](mailto: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



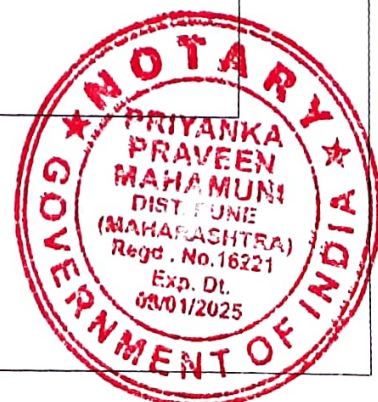
UIAS's official email id i.e., [uttarapathias@gmail.com](mailto:uttarapathias@gmail.com) to DES's official email is i.e., [des.legal@despune.org](mailto:des.legal@despune.org)

- 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.

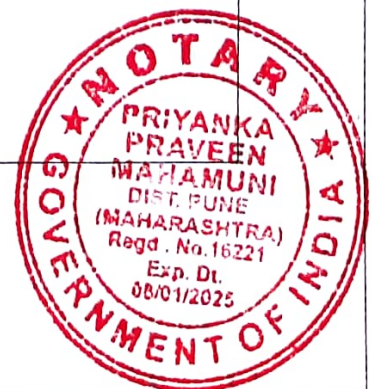
Following tabulated form of roles and responsibilities can be used for better clarity over the distribution of roles and responsibilities:

#### Roles and Responsibilities

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



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

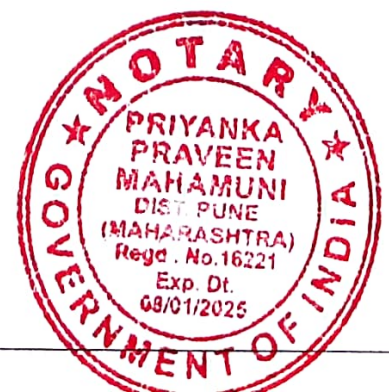
The programme shall commence on the date agreed upon by the parties.

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 Puratik</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





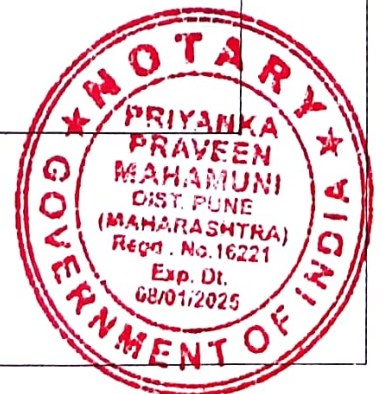
(Subject to specific expenses if applicable & allowed as per the clauses mentioned in this MOU)

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	MPSC राज्यसेवा Test Series Mains (4 Papers* 3 = 12 Tests)	3000/- (3000+540)
----	--	----------------------

(Above fees are decided considering GST rates applicable in the month of September of the year 2021.)

- This fess 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.

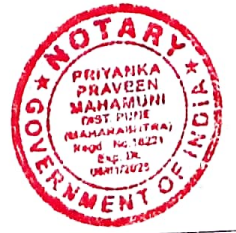
**Article 9:**

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



(Shri. Ninad Mainkar)

Permanent Faculty Member, UIAS  
Pune

Date: \_\_\_\_\_

For Deccan Education Society,  
Pune

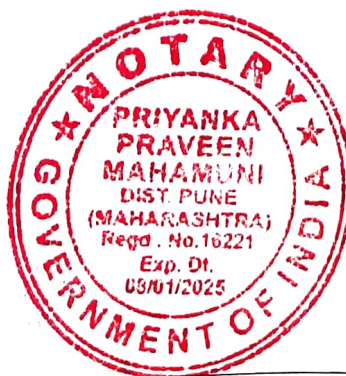
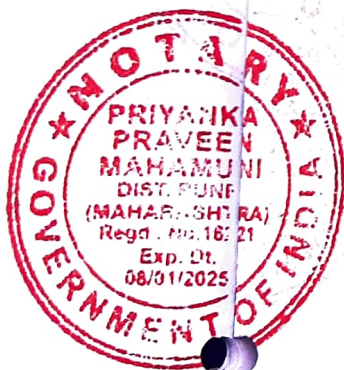


(Shri. D.A. Kulkarni)

(Secretary, DES)

Pune

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: 50100306478021
IFSC: HDFC0001793	IFSC: HDFC 000103
Branch: Lal Bahadur Shstri Road, Navi Peth, Pune 411030	Branch: Shivajinagar, fergusson College Road, Pune.
GSTN: 27BCVPD3932J1Z8	GSTN: 27AAATD3141P1ZL



Witness 1: Prof. Dr. Anand Katikal

(Aadhar No. 5988 8590 7462)

Witness 2: Megha Jayant Deshmukh

(Aadhar No. 3370 4734 392f)

Witness 3: Dr. Santosh Dhotre

(Aadhar No. 2949 7539 3710)

Witness 4: Amruta Ganjy Shirpurkar

(Aadhar No. 4235 2157 3051)

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

**BEFORE ME**  
Jahamuni

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



NOTARIAL

NOTARIAL



NOTARIAL

NOTARIAL



NOTARIAL

**PRIYANKA PRAVEEN MAHAMUNI**  
NOTARY, GOVT. OF INDIA  
Residential Add.-  
238, Sudhwer Peth, Bhat Wada,  
Babugera Chowk, Near Tulshi Baug,  
PUNE-411002.  
Mob. No. 848533091, 8275796400