



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



eSBU Solutions

&



Pragnya College Of Management & Computer Studies, PUNE

FOR

Student Development, Programs, faculty Development Programs, and Student Internships on Different Emerging Software Technologies





This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 14th day of – February – Two Thousand and Eighteen (14-02-2018), by and between.

Pragnya College Of Management & Computer Studies, Pune, the First Party represented herein by its Prof. Dr.Asha.S.Yadwadkar, Principal (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

eSBU Solutions Pvt. Ltd., Tawheed Height, Near Sheetal Petrol Pump, Kondhwa Khurd Pune-411048 the Second Party, and represented herein by its Divisional Head, Mr. Kamil Khan, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors — in-office, administrators and assigns).

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

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) Pragnya College Of Management & Computer Studies, Pune
- 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.
- Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) eSBU Solutions Pvt. Ltd. Tawheed Height, Near Sheetal Petrol Pump, Kondhwa Khurd Pune-411048 , the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of INFORMATION TECHNOLOGY- and related fields
- F) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.





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 Pragnya College Of Management & Computer Studies, Pune and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE2 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 in to 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





- 2.4 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of -- Web Development And Data Analytics--.
- 2.5 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.
- 2.6 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.
- 2.7 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 Placement of Trained Students: Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 10% of the students. The Second Party will itself absorb at least 10 percentages of the trained students.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.10 There is no financial commitment on the part of the Pragnya College Of Management & Computer Studies, Pune, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE3 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.

CLAUSE4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period eSBU Solutions Pvt. Ltd., Pune, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of eSBU Solutions Pvt. Ltd., Pune, 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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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 Pragnya College Of Management & Computer Studies, Pune For eSBU Solutions Pvt. Ltd., Pune

Pragnya College Of Management & Computer Studies,	eSBU Solutions Pvt. Ltd
Pune-412308	Address- Tawheed Heights, Kondhwa Khurd
Contact Details:	Contact Details:9209078302
E-mails :	E-mails : khankamil02@gmail.com
www.	*

Dr.Asha.S.Yadwadkar

Principal

Pragnya College Of

Management & Computer

Principal

Pragnaya College of Mgmt. & Comp. Studies Pune-411028.

> Prof .Addil Rashid Coordinator

Pragnya College Of

Management & Computer

Studies pune

Mr.Kamil Khan Director, HR,

eSBU Solution

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PUNE

Co-ordinator

Pragnya College of Mgmt. & Comp. Studies
Pune.





MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



eSBU Solutions

&



Pragnya College Of Management & Computer Studies, PUNE

FOR

Student Development, Programs, faculty Development Programs, and Student Internships on Different Emerging Software Technologies





This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 12th day of – February – Two Thousand and Twenty (12-02-2020), by and between.

Pragnya College Of Management & Computer Studies, Pune, the First Party represented herein by its Prof. Dr.Asha.S.Yadwadkar, Principal (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

eSBU Solutions Pvt. Ltd., Tawheed Height, Near Sheetal Petrol Pump, Kondhwa Khurd Pune-411048 the Second Party, and represented herein by its Divisional Head, Mr. Kamil Khan, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors — in-office, administrators and assigns).

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

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) Pragnya College Of Management & Computer Studies, Pune
- 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.
- Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) eSBU Solutions Pvt. Ltd. Tawheed Height, Near Sheetal Petrol Pump, Kondhwa Khurd Pune-411048 –, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of INFORMATION TECHNOLOGY- and related fields
- Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.





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 Pragnya College Of Management & Computer Studies, Pune and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE2 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 in to 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 Journal and with the First Party.





- 2.4 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of -- Web Development And Data Analytics--.
- 2.5 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.
- 2.6 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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- 2.10 There is no financial commitment on the part of the Pragnya College Of Management & Computer Studies, Pune, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE3 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.

CLAUSE4 VALIDITY

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

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AGREED:

For Pragnya College Of Management & Computer Studies, Pune For eSBU Solutions Pvt. Ltd., Pune

Pragnya College Of Management & Computer Studies,	eSBU Solutions Pvt. Ltd
Pune-412308	Address- Tawheed Heights, Kondhwa Khurd
Contact Details:	Contact Details:9209078302
E-mails:	E-mails : khankamil02@gmail.com
www.	-

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Dr. Asha, S. Yadwadkar

Principal

Pragnya College Of

Management & Computer

Stlicter Coupie.

Pragnaya College of Mgmt. & Comp. Studies

Pune-411824

Prof .Addil Rashid Coordinator

Pragnya College Of

Management & Computer

Studies pune

Mr.Kamil Khan

Director, HR.

eSBU Solution

Co-ordinator

Pragnya College of Mgmt. & Comp. Studies
Pune.





MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



eSBU Solutions

&



Pragnya College Of Management & Computer Studies, PUNE

FOR

Student Development, Programs, faculty Development Programs, and Student Internships on Different Emerging Software Technologies





This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 17th day of – February – Two Thousand and Twenty Two (17-02-2022), by and between.

Pragnya College Of Management & Computer Studies, Pune, the First Party represented herein by its Prof. Dr.Asha.S.Yadwadkar, Principal (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

eSBU Solutions Pvt. Ltd., Tawheed Height, Near Sheetal Petrol Pump, Kondhwa Khurd Pune-411048 the Second Party, and represented herein by its Divisional Head, Mr. Kamil Khan, (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).

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CLAUSE 1 CO-OPERATION

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CLAUSE2 SCOPE OF THE MoU

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CLAUSE3 INTELLECTUAL PROPERTY

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CLAUSE4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period eSBU Solutions Pvt. Ltd., Pune, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of eSBU Solutions Pvt. Ltd., Pune, 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 Pragnya College Of Management & Computer Studies, Pune

For eSBU Solutions Pvt. Ltd., Pune

Pragnya College Of Management & Computer Studies,	eSBU Solutions Pvt. Ltd
Pune-412308	Address- Tawheed Heights, Kondhwa Khurd
Contact Details:	Contact Details:9209078302
E-mails:	E-mails : khankamil02@gmail.com
www.	

Dr.Asha.S.Yadwadkar
Principal
Pragnya College Of
Management & Computer
Studies pune

Mr.Kamil Khan Director,HR, eSBU Solution

Prof .Aadil Rashid Coordinator Pragnya College Of Management & Computer Studies pune





AGREED:

For Pragnya College Of Management & Computer Studies, Pune

For eSBU Solutions Pvt. Ltd., Pune

Pragnya College Of Management & Computer Studies,	eSBU Solutions Pvt. Ltd
Pune-412308	Address- Tawheed Heights, Kondhwa Khurd
Contact Details:	Contact Details:9209078302
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ESBU

PUBLIE

Dr. Asha. S. Yadwadkar

Principal

Pragnya College Of

Management & Computer

Principal

Pragnaya College of Mgmt. & Comp. Studies

Prof .Aadil Rashid Coordinator

Pragnya College Of

Management & Computer

Studies pune

Mr.Kamil Khan Director, HR, eSBU Solution

Co-ordinator

Pragnya College of Mgmt. & Comp. Studies Pune.





(MoU)

BETWEEN



ExcelR Solutions

&



Pragnya College Of Management & Computer Studies Pune MH.

FOR

Student Development Programs, Faculty Development Programs, and Student Internships on Different Emerging Software Technologies





This **Memorandum of Understanding** (herein after called the 'MOU') is entered into on this the 18th day of January Month 2018 (Date 18-01-2018), by and between **ExcelR Solutions**, (Hereafter referred to as '**First Party**)

And

Pragnya College Of Management & Computer Studies Pune MH.

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

WHEREAS:

- 1. First Party is an EdTech company: ExcelR Solutions
- 2. First Party & Second Party believe that collaboration and cooperation will promote more effective use of each of their resources and provide them with enhanced opportunities.
- 3. The Parties intend to cooperate and focus their efforts on cooperation within the area of Skill-Based Training, Education, and Research.
- 4. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.





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

CLAUSE 1: CO-OPERATION

- 5. Both Parties are united by common interests and objectives, and they shall establish channels of communication and cooperation that will promote and advance their respective operations within the Institution and its related wings.
- 6. First Party and Second Party cooperation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to the second party in developing suitable teaching/ training systems, keeping in mind the needs of the industry, the Second Party.
- 7. The general terms of cooperation shall be governed by this MOU. The Parties shall cooperate 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 of the subject matter hereof and shall supersede any prior understanding between the Parties.
- 8. ExcelR would be the training delivery partner for the second party on various trending technologies.
- 9. ExcelR would be the training delivery partner for the student internships of a second party on various trending technologies of a minimum of four weeks duration.
- 10. ExcelR will reach out to students to communicate about course details, webinars, blogs, industry events, etc., which will be informative or promotional in nature.
- 11. Training & Development and dissemination of knowledge for students of second party & affiliated colleges and employees of both organizations.
- 12. ExcelR would work with incubation centers/ innovation cells of the second party (Case to a case basis), to formulate the business cases and data collection process from various industry and academic bodies that are associated with the second party





13. Cooperation between both parties would be extended to any other area that may benefit both organizations

CLAUSE 2: SCOPE OF THE MoU

- 14. The budding graduates from the institutions could play a key role in technological upgradation, innovation, and competitiveness of an industry. Both parties believe that close cooperation would greatly benefit the student community and enhance their skills and knowledge.
- 15. Software Technologies Training: The first party will provide the training to the students and Faculties of the second party on different technologies like Data Science, Data Analyst, Artificial Intelligence, Tableau, Python, etc., Research and Development
- 16. Skill Development Programs: First Party trains the students of the second Party on emerging technologies to bridge the skill gap and make them industry ready.
- 17. Guest Lectures: First Party to extend the necessary support to deliver guest lectures to the students of the second Party on the technology trends and in-house requirements.
- 18. Faculty Development Programs: First Party to train the faculties of the second Party for imparting training as per the industrial requirement considering the National Occupational Standards in the concerned sector, if available.
- 19. Both Parties are to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 20. There is no financial commitment on the part of the second party to enroll the students and faculties for the different free pieces of training run by the first party under Everyday Learning Initiation.
- 21. The First party would extend the help in providing artifacts such as training records, Free certificates to the second party upon a written request from the second party. This information is limited to only the students of the second party and at the discretion of the first party.
- 22. In case, the second party wants to conduct customized commercial training then this agreement can be amended/added annexure with mutually agreed terms.





CLAUSE 3: INTELLECTUAL PROPERTY

- 23. The first party will have the sole rights to the curriculum and related content provided in the training and it cannot be replicated or copied without the consent of the first party.
- 24. Confidentiality: Except as may otherwise be required by law, each party will hold confidential, during and after the term of this Agreement, any confidential information disclosed to it or its representatives, and will not disclose any such confidential information to any third party.

CLAUSE 4: VALIDITY

- 25. The period of the agreement is valid for a period of 2 years from the date of signing of this agreement
- 26. This agreement will be valid only at the intentions of the parties involved therein, this MOU could be dissolved or canceled by either party at any time by giving 30 days' notice and shall not have any legal bindings in nature. should either or all the parties to it opt to not act upon it, the MOU loses its validity.

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

27. 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 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 this MOU to make agreements of any kind in the name of or binding upon the other Party, pledge the other Party's credit, or extend credit on behalf of the other Party.





AGREED:

For: ExcelR Solutions.

For: Pragnya College of Management & Computer Studies Pune MH.



Mr. Shyam Narayan Director, HR, ExcelR

Authorized Signatory

GST:27AAEFE5003F1ZX TIN: HYDE02965E Dr. Asha. S. Yadwadkar
Principal
Pragnya College Of Management & Computer
Studies Pune MH.

Prof. Aadil Rashid
Coordinator
Pragnya College Of Management & Computer
Studies Pune MH.





(MoU)

BETWEEN



ExcelR Solutions

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Pragnya College Of Management & Computer Studies Pune MH.

FOR

Student Development Programs, Faculty Development Programs, and Student Internships on Different Emerging Software Technologies





This **Memorandum of Understanding** (herein after called the 'MOU') is entered into on this the 27th day of January Month 2020 (Date 27-01-2020), by and between **ExcelR Solutions**, (Hereafter referred to as '**First Party**)

And

Pragnya College Of Management & Computer Studies Pune MH.

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

WHEREAS:

- 1. First Party is an EdTech company: ExcelR Solutions
- 2. First Party & Second Party believe that collaboration and cooperation will promote more effective use of each of their resources and provide them with enhanced opportunities.
- 3. The Parties intend to cooperate and focus their efforts on cooperation within the area of Skill-Based Training, Education, and Research.
- 4. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.





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

CLAUSE 1: CO-OPERATION

- 5. Both Parties are united by common interests and objectives, and they shall establish channels of communication and cooperation that will promote and advance their respective operations within the Institution and its related wings.
- 6. First Party and Second Party cooperation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to the second party in developing suitable teaching/ training systems, keeping in mind the needs of the industry, the Second Party.
- 7. The general terms of cooperation shall be governed by this MOU. The Parties shall cooperate 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 of the subject matter hereof and shall supersede any prior understanding between the Parties.
- 8. ExcelR would be the training delivery partner for the second party on various trending technologies.
- 9. ExcelR would be the training delivery partner for the student internships of a second party on various trending technologies of a minimum of four weeks duration.
- 10. ExcelR will reach out to students to communicate about course details, webinars, blogs, industry events, etc., which will be informative or promotional in nature.
- 11. Training & Development and dissemination of knowledge for students of second party & affiliated colleges and employees of both organizations.
- 12. ExcelR would work with incubation centers/ innovation cells of the second party (Case to a case basis), to formulate the business cases and data collection process from various industry and academic bodies that are associated with the second party





13. Cooperation between both parties would be extended to any other area that may benefit both organizations

CLAUSE 2: SCOPE OF THE MoU

- 14. The budding graduates from the institutions could play a key role in technological upgradation, innovation, and competitiveness of an industry. Both parties believe that close cooperation would greatly benefit the student community and enhance their skills and knowledge.
- 15. Software Technologies Training: The first party will provide the training to the students and Faculties of the second party on different technologies like Data Science, Data Analyst, Artificial Intelligence, Tableau, Python, etc., Research and Development
- 16. Skill Development Programs: First Party trains the students of the second Party on emerging technologies to bridge the skill gap and make them industry ready.
- 17. Guest Lectures: First Party to extend the necessary support to deliver guest lectures to the students of the second Party on the technology trends and in-house requirements.
- 18. Faculty Development Programs: First Party to train the faculties of the second Party for imparting training as per the industrial requirement considering the National Occupational Standards in the concerned sector, if available.
- 19. Both Parties are to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 20. There is no financial commitment on the part of the second party to enroll the students and faculties for the different free pieces of training run by the first party under Everyday Learning Initiation.
- 21. The First party would extend the help in providing artifacts such as training records, Free certificates to the second party upon a written request from the second party. This information is limited to only the students of the second party and at the discretion of the first party.
- 22. In case, the second party wants to conduct customized commercial training then this agreement can be amended/added annexure with mutually agreed terms.





CLAUSE 3: INTELLECTUAL PROPERTY

- 23. The first party will have the sole rights to the curriculum and related content provided in the training and it cannot be replicated or copied without the consent of the first party.
- 24. Confidentiality: Except as may otherwise be required by law, each party will hold confidential, during and after the term of this Agreement, any confidential information disclosed to it or its representatives, and will not disclose any such confidential information to any third party.

CLAUSE 4: VALIDITY

- 25. The period of the agreement is valid for a period of 2 years from the date of signing of this agreement
- 26. This agreement will be valid only at the intentions of the parties involved therein, this MOU could be dissolved or canceled by either party at any time by giving 30 days' notice and shall not have any legal bindings in nature. should either or all the parties to it opt to not act upon it, the MOU loses its validity.

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

27. 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 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 this MOU to make agreements of any kind in the name of or binding upon the other Party, pledge the other Party's credit, or extend credit on behalf of the other Party.





AGREED:

For: ExcelR Solutions.

For: Pragnya College of Management & Computer Studies Pune MH.



Mr. Shyam Narayan Director, HR, ExcelR

Authorized Signatory

GST:27AAEFE5003F1ZX TIN: HYDE02965E Dr. Asha. S. Yadwadkar
Principal
Pragnya College Of Management & Computer
Studies Pune MH.

Prof. Aadil Rashid
Coordinator
Pragnya College Of Management & Computer
Studies Pune MH.





(MoU)

BETWEEN



ExcelR Solutions

&



Pragnya College Of Management & Computer Studies Pune MH.

FOR

Student Development Programs, Faculty Development Programs, and Student Internships on Different Emerging Software Technologies





This **Memorandum of Understanding** (herein after called the 'MOU') is entered into on this the 03rd day of January Month 2022 (Date 03-01-2022), by and between **ExcelR Solutions**, (Hereafter referred to as '**First Party**)

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AGREED:

For: ExcelR Solutions.

For: Pragnya College of Management & Computer Studies Pune MH.



Mr. Shyam Narayan Director, HR, ExcelR

Authorized Signatory

GST:27AAEFE5003F1ZX TIN: HYDE02965E Dr. Asha. S. Yadwadkar
Principal
Pragnya College Of Management & Computer
Studies Pune MH.

Mr. Dnyanesh Khot

Manager, EDL ExcelR Solution Mobile No: 8956970747

Email ID: dnyanesh.khot@excelr.com

Website: www.excelr.com

Prof. Aadil Rashid
Coordinator
Pragnya College Of Management & Computer
Studies Pune MH.

Memorandum of understanding

This Memorandum of Understanding is executed on 27th February 2020, Between

Pragnya Educational Trust's Pragnya College of Management & Computer Studies, affiliated to Savitribai Phule Pune University located at Vill: Handewadi Autade, off katraj saswad road, behind mayur mangal karyalaya, tal: Haveli, Pune having BCom, BBA courses.

Party of First. Hereinafter referred to as "Pragnya College".

And

NIBE: Nilaya Institute of Business Excellence, owned & Managed by Nilaya Life and Skills Educares Pvt Ltd, a Skill Development Institute at 795 Sadashiv Peth, Barriester Gadgil Road, Pune - 411030.

Party of second part. Hereinafter referred as the "NIBE"

Now, In the current age everyone is understanding the importance of Skill based education. And it is very much important to the students, to have practical skills so that they will be employable. Also it is very much necessary to create Entrepreneurs to make the youth self employed and Generate employment in India.

In Recent Years, UGC, Central Government and State government are also promoting Skill development. They promote that, the students in Regular Education system must be equipped with Practical Skills and Entrepreneurship Skills.

Even NAAC, which is accrediation agency of UGC is also giving accrediation and weightage to the colleges based on the efforts the colleges are doing to skill their students and even to make them entrepreneurs.

Hense Pragnya College was searching for a high quality Skill Development Institute which can create Practical skills and International standard entrepreneurship skills in in their college students.

And.

Nilaya Life & Skills Educares Pvt Ltd is a Skill Development Institute, working in the field of skill development and entrepreneurship development since 2008. Nilaya Group's "NIBE: The International Business College", is having Skill Development Courses in the areas of Finance, HR, Marketing and a course called as CAT-P in entrepreneurship development.

Sign NIBE

Sign: Pragnya College

Page 2 0f 6