

**Memorandum of Undertaking (MOUs) With Industries**

Sr. No.	Industries Name	Institute Name
1	Nutriyash Products Private Limited Delhi	Dr.D.Y.Patil Center For Management and Research
2	New Mark Products and Services Delhi	Dr.D.Y.Patil Center For Management and Research
3	Business Standard Private Limited Pune	Dr.D.Y.Patil Center For Management and Research
4	Servenergy ITC Pvt. Ltd	Dr.D.Y.Patil Center For Management and Research
5	OSARA Agritourism	Dr.D.Y.Patil Center For Management and Research
6	Manjulai Construction Company	Dr.D.Y.Patil Center For Management and Research
7	SEIMITSU Factory Automation Private Limited	Dr.D.Y.Patil Center For Management and Research
8	Kiga Foods Private Limited	Dr.D.Y.Patil Center For Management and Research
9	Unique IT Solution	Dr.D.Y.Patil Center For Management and Research
10	Learnovate Training Centre,Pune	Dr.D.Y.Patil Center For Management and Research
11	Royal Trading Empire	Dr.D.Y.Patil Center For Management and Research
12	ExcelR Edtech Pvt.Ltd.	Dr.D.Y.Patil Center For Management and Research
13	Magic Bus India Foundation	Dr.D.Y.Patil Center For Management and Research



Director

Dr. D. Y. Patil Centre For  
Management And Research  
Gat No.1029/1030, A/P, Chikhali 411061

# Memorandum of Understanding (MoU)

Between

Dr. D.Y. Patil Centre for Management & Research,  
Gat No. 1029,1030, Newale Vasti , Chikhaldara

&

Nutriyash Products Private Limited  
Delhi



# Memorandum of understanding

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the Second day of February Two Thousand Nineteen (02/02/2019),

BETWEEN

**Dr. D.Y. Patil Centre for Management & Research, NewaleVasti, Chikhali, Pune,** the First Party represented herein by its Director, **Dr. Sunil Dhanawade** (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

## Nutriyash Products Private Limited

We Are Pioneer in Diet Beverage in Sachets Forms Added With Probiotics. We Have Presence All Over India Through Retail Chain As Well As Modern Chain. Apart From This, We Are Also Available On ONLINE Sales Platforms, Like, AMAZON, BIG BASKET, And INDIA MART Etc. our core competencies also backed by leading dietitians, who recommend as well as directly prescribe our products to their clients. We Have Premium Range Of Products Like, Nutriyash Green Coffee, Nutriyash Slim Tea, And Nutriyash Probiotics Green Tea Etc.

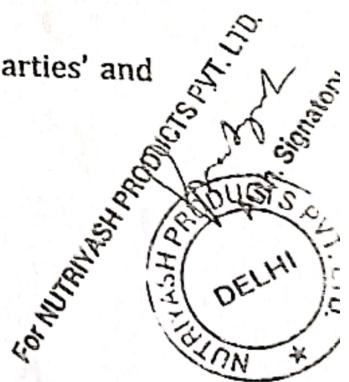
(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

A) First Party is a Higher Educational Institution named:

(i) **Dr. D.Y. Patil Centre for Management & Research**

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.

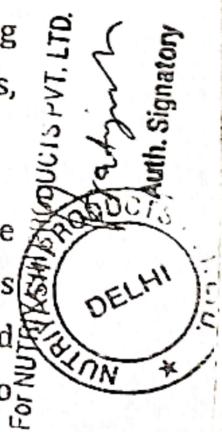


- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.
- E) Nutriyash Products Private Limited -the Second Party is known as to introduce first time GREEN COFFEE and Probiotics based beverages in India.We0 offer a wide range of products and services.
- F) Nutriyash Products Private Limited - the Second Party is promoted by Pathak Pratyush Kaushik, Located at Khasra No. -- 482, Sahabad Daulatpur, Delhi - 110042

**Now Therefore, In Consideration Of The Mutual Promises Set Forth In This Mou,  
The Parties Hereto Agree As Follows:**

#### **CLAUSE 1 CO-OPERATION**

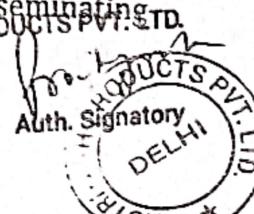
- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of 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 Both parties will allow others to use their name, logo etc. at their respective social media platforms as well as on company website. It's purely for brand promotion purpose.
- 1.5 Both parties will allow to mention their details in print media, promotional tools, like, posters, leaflets etc. After publishing same, all will share to others on regular basis.
- 1.6 We will showcase other's details/photos/posters in their respective premises for public view and share the same to each other.

## **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 AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them. For NUTRIYASH PRODUCTS PVT. LTD.



2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the field of Healthy Lifestyle offering project related to FMCG sector.

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 lecturers to the students of the First Party on the technology trends and in house requirements.

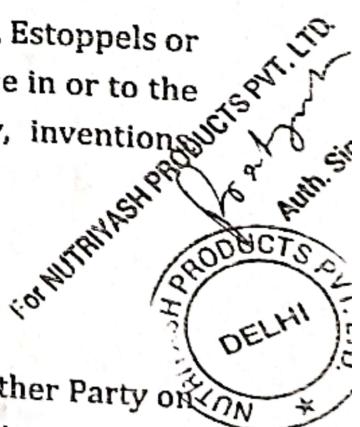
2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.

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 **Dr. D.Y. Patil Centre for Management & Research**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

### **CLAUSE 3 INTELLECTUAL PROPERTY**

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.



### **CLAUSE 4 VALIDITY**

4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period Nutriyash Products Private Limited the Second Party, As The Case May Be, Will Take Effective Steps for Implementation of This MOU. Any Act On The Part of Nutriyash Products Private Limited 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.

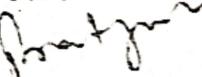
**- CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES**

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  
**Director**  
**Dr. D. Y. Patil Centre For**  
**Management and Research**  
**Gat No. 1029/1030, Chikhali, Pune - 411 062.**



For NUTRIYASH PRODUCTS PVT. LTD.

  
Auth. Signatory



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.

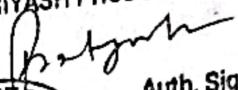
**AGREED:**

For  
**Dr. D.Y. Patil Centre for Management & Research** **Nutriyash Products Private Limited**

  
**Director**  
Dr. D. Y. Patil Centre For  
Management and Research  
Gat No. 1029, Chikhali, Pune - 411 062



For  
**NUTRIYASH PRODUCTS PVT. LTD.**

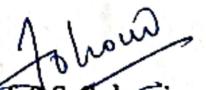
  
Auth. Signatory  
NUTRIYASH PRODUCTS PVT. LTD.  
Authorized Signatory  
DELHI

Dr. D.Y. Patil Centre for Management & Research	Nutriyash Products Private Limited
Gat No. 1029,1030, Newale Vasti , Chikhali, Pune	Khasra No. – 482, Sahabad Daulatpur, Delhi - 110042
8208678171/9763321818	7982448469 / 9212300060
info@dypatilsanstha.com	info@nutriyash.com
www.dypatilmva.com	www.nutriyash.com

Witness1:

  
Mr. Dhananjay Patil  
Administrative Officer, DYPCMR

Witness2:

  
Prof. S.S. Sohani  
Assistant Professor, DYPCMR

Witness 3:

Witness 4:

# **Memorandum of Understanding (MoU)**

**Between**

**Dr. D.Y. Patil Centre for Management & Research,  
Gat No. 1029,1030, Newale Vasti , Chikhali, Pune**

**&**



**New Mark Products and Services  
Delhi**



# Memorandum of understanding

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the Five day of August Two Thousand Nineteen (05/08/2019),

— BETWEEN

**Dr. D.Y. Patil Centre for Management & Research, NewaleVasti, Chikhali, Pune,** the First Party represented herein by its Director, **Dr. Sunil Dhanawade** (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

## New Mark Products and Services

— Contrary to available diet based chips, one can firmly vouch for DIET-ON quality and quantity, content, hygiene and healthiness associated with. We as a member of your diet planner, are with you at every step taken by you to fulfill the requirement of healthy life. We are associated with India's Top Dietitians.

DIET-ON brand it-self is sufficient to tell the diet planner that the basic elements of diet are not compromised at any cost, that's why India's Top Dietitians are directly / indirectly associated with this brand. We deal in all forms of superfood, likewise, QUINOA, RAGI, JOVAR, BAJRA, OATS, MAKHANA, BEETROOTS, CARROTS, SOYA, and SPINACH etc.

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

WHEREAS:

- A) First Party is a Higher Educational Institution named:
  - (i) **Dr. D.Y. Patil Centre for Management & Research**
- 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) New Mark Products and Services -the Second Party is known as to introduce DIET CHIPS, with dietitian's direct support and guidance.
- F) New Mark Products and Services - the Second Party is promoted by Pathak Pratyush Kaushik, Located at 109, PKT. GH-1, SEC-28, ROHINI, Delhi - 110042

**Now Therefore, In Consideration Of The Mutual Promises Set Forth In This Mou,  
The Parties Hereto Agree As Follows:**

#### **CLAUSE 1 CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
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- 1.6 We will showcase other's details/photos/posters in their respective premises for public view and share the same to each other.

## **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.
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- 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 **Dr. D.Y. Patil Centre for Management & Research**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

### **CLAUSE 3 INTELLECTUAL PROPERTY**

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to, know-how, inventions, patents, copy rights and designs) of the other Party.

### **CLAUSE 4 VALIDITY**

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period New Mark Products and Services the Second Party, As The Case May Be, Will Take Effective Steps for Implementation of This MOU. Any Act On The Part of New Mark Products and Services, 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:**

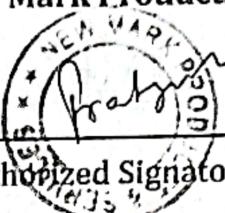
For

**Dr. D.Y. Patil Centre for Management & Research** **New Mark Products and Services**



Authorized Signatory

For



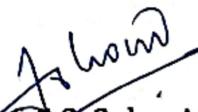
Authorized Signatory

Dr. D.Y. Patil Centre for Management & Research	New Mark Products and Services
Gat No. 1029,1030, Newale Vasti , Chikhali, Pune	109, PKT. GH-1, SEC-28, ROHINI, Delhi - 110042
8208678171/9763321818	7982448469 / 9212300060
<a href="mailto:info@dypatilisanstha.com">info@dypatilisanstha.com</a>	<a href="mailto:info@dietonindia.com">info@dietonindia.com</a>
<a href="http://www.dypatilmba.com">www.dypatilmba.com</a>	<a href="http://www.dietonindia.com">www.dietonindia.com</a>

Witness1:

  
Mr. Dhananjay Patil  
Administrative Officer, DYP CMR

Witness2:

  
Prof. S.S. Sohani  
Assistant Professor, DYP CMR

Witness 3:

Witness 4:



# MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN

SMDYPSS's

**Dr. D.Y. Patil Centre for Management & Research, Gat**  
**No.1029, 1030, NewaleVasti, Chikhali, Pune**

&

**Servenergy ITC Pvt. Ltd.**

**17, A1 Wing, Surabhi Residency, Vidyanagar, Bawdhan, Pune, Maharashtra. 411021**



## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 12<sup>th</sup> day of - September - Two Thousand Eighteen (12/09/2018),

### BETWEEN

**Dr. D.Y. Patil Centre for Management & Research, NewaleVasti, Chikhali, Pune**, the First Party represented herein by its Director, Dr. Sunil Dhanawade (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

**Servenergy ITC Pvt. Ltd. , 17, A1 Wing,Surabhi Residency, Vidnyanagar, Bawdhan, Pune, Maharashtra. 411021** , the Second Party, and represented herein by its Managing Director, Mr. Sachin 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:
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- 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 enhancedopportunities.
- 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) **Servenergy ITC Pvt. Ltd.** – the Second Party provide various services from IT industry such as; Webdesigning/development, Mobile App development (ios, android), Onsite Documents Digitization Service, Onsite Archival Collection Digitization Service, Document Management System, Annual Maintenance Contract, Consulting Services for various Software solutions, etc.
- F) **Servenergy ITC Pvt. Ltd.**, the Second Party is promoted by Mr. Sachin Jadhav; 17, A1 Wing, Surabhi Residency, Vidyanagar, Bavdhan, Pune, Maharashtra. 411021. **Servenergy ITC Pvt. Ltd.** offers a range of services from Digitization, Website Designing, Mobile Application Development and IT services that are enabled by experience, knowledge, skills, talent and innovation. Servenergy ITC delivers Projects and solutions with increased levels of service and improved quality of outputs. Servenergy ITC has its registered corporate office in Kolhapur, India and head office at Pune. Servenergy ITC continues to offer IT professional services in India to various Industries such as Libraries, Educational Institutes, Research Organisations, Hospitality, Transportation, Medical, Education, Retail, Apparel, Electronic, Hardware, Fashion, etc. Servenergy ITC at Pune office with a well planned infrastructure, highly trained resources, industry-standard and proven processes enables in timely completion of all client-specific projects without compromising on quality of the solution.
- G) **Servenergy ITC** is a quality conscious company that believes in delivering quality solutions, not just living up to, but exceeding client's expectations. We are very well known for delivering services onsite with maintaining good quality and at affordable prices. It has registered office in Kolhapur, Head Office in Pune and branches in Tamil Nadu and Dubai.



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

### **CLAUSE 1 CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
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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.
- 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.
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- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of Servenergy ITC Pvt. Ltd. in Digitization, Mobile Application and Web Application..
- 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 **Dr. D.Y. Patil Centre for Management & Research**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

### **CLAUSE 3 INTELLECTUAL PROPERTY**

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

### **CLAUSE 4 VALIDITY**

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Servenergy ITC Pvt. Ltd.**, 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 **Servenergy ITC Pvt. Ltd.**, 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

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

**Dr. D.Y. Patil Centre for Management  
& Research**



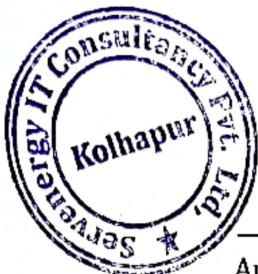
Director

Authorized Signatory  
Dr. D. Y. Patil Centre For  
Management And Research

Lat No. 1029/1030, A/P. Chikhali-411062.

For

**Servenergy ITC Pvt. Ltd.**



Authorized Signatory

<b>Dr. D.Y. Patil Centre for Management &amp; Research</b>	<b>Servenergy ITC Pvt. Ltd.</b>
--	---------------------------------

Gat No. 1029,1030, Newale Vasti , Chikhali, Pune	17, A1 Wing, Surabhi Residency, Vidyanagar, Bavdhan, Pune, Maharashtra. 411021
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info@dypatilsanstha.com	contactus@servenergy.co.in
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www.dypatilmba.com	www.servenergy.co.in
--------------------	----------------------

Witness1:

Prof. Sneha More  
Assistant Professor, DYPCMR

Witness2:

Prof. S.S. Sohani

Assistant Professor, DYPCMR

Witness3:

Nagesh N. Jadhav



Witness4:

Vishal J. Nattgospavi

# MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN

Dr. D.Y. Patil Centre for Management & Research, Gat  
No. 1029,1030, Newale Vasti , Chikhali, Pune

&

OSARA Agritourism  
Gat No 1010 B, Hivre Tarfe Narayangaon (Kalamb Jai  
Mala Tal. Junnar. Dist, Pune, Maharashtra 410504



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 21<sup>st</sup> day of - August- Two Thousand Eighteen(21/08/2018),

### BETWEEN

Dr. D.Y. Patil Centre for Management & Research, NewaleVasti, Chikhali, Pune, the First Party represented herein by its Director, Dr. Sunil Dhanawade(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

OSARA Agritourism, Pune-410504, Maharashtra, India , the Second Party, and represented herein by its Promoter, Mr. Abhishek Rajeev Bhujbal, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

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

### WHEREAS:

A) First Party is a Higher Educational Institution named:

(i) Dr. D.Y. Patil Centre for Management & Research

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) **OSARA Agritourism** - the Second Party is engaged in the agri-tourism, with an aim of touching people with nature's charm, while taking you down the memory lane to your childhood. Osara brings you a range of enjoyable games and activities, rustic pleasures with delicious Maharashtrian cuisine. OSARA also provide delicious organic food of their own farm cooked on chool. OSARA also gives experience of lagori, bullock cart rides and other activities for entertainment.

F) **OSARA Agritourism** - the Second Party is promoted by Mr. Abhishek Rajeev Bhujbal; Gat No 1010 B, Hivre Tarfe Narayangaon (Kalamb Jai Mala Tal. Junnar. Dist: Pune-410504, Incorporated in the year 2015, at Junnar (Pune, India), is one of the leading tourist of Agritourism.

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

#### **CLAUSE 1 CO-OPERATION**

1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of 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 AICTE internship Policy. The Second Party will also register itself on 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 of OSARA Agritourism - expertise in giving experience and feel of agritourism.

**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 Dr. D.Y. Patil Centre for Management & Research, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

### CLAUSE 3 INTELLECTUAL PROPERTY



3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

### CLAUSE 4 VALIDITY

4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period OSARA Agritourism, 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 OSARA Agritourism, 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.

FirstParty



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

D.Y. Patil Centre for Management & Research OSARA Agritourism

Authorized Signatory

Director

Dr. D. Y. Patil Centre For  
Management And Research  
Gat No. 1029/1030, A/P. Chikhali-411062.

For



Authorized Signatory

D.Y. Patil Centre for Management & Research

Gat No. 1029,1030, Newale Vasti ,  
Chikhali, Pune

8208678171/9763321818

info@dypatilsanstha.com

www.dypatilmba.com

OSARA Agritourism

Gat No 1010 B, Hivre Tarfe Narayangaon  
(Kalamb Jai Mala Tal. Junnar. Dist: Pune-  
410504

8624982498 / 9075080100 / 9665071414

info@osaraagritourism.com

osaraagritourism.com

Witness1:



Mr. Dhananjay Patil  
Administrative Officer, DYPCMR

Witness2:

Prof. S.S. Sohani  
Assistant Professor, DYPCMR



Witness3:

Mr. Jeevan J. Bhujbal

Witness4:

Mr. Prasad J. Bhujbal

# **MEMORANDUM OF UNDERSTANDING(MOU)**

**BETWEEN**

**Dr. D.Y. Patil Centre for Management & Research,  
NewaleVasti, Chikhali, Pune**

**&**

**Manjulai Construction Company**



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 5<sup>th</sup> day of - December - Two Thousand Eighteen (05/12/2018),

### BETWEEN

**Dr. D.Y. Patil Centre for Management & Research, NewaleVasti, Chikhali, Pune**, the First Party represented herein by its Director, Dr. Sunil Dhanawade (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

**Manjulai Construction Company, Pune-411019, Maharashtra, India**, the Second Party, and represented herein by its Promoter, Mr. Tukaram Nathu Gawari, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

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

### WHEREAS:

- A) First Party is a Higher Educational Institution named:
  - (i) **Dr. D.Y. Patil Centre for Management & Research**
- 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) **Manjulai Construction Company**- the Second Party is engaged in Construction Industrial Shed Development, Fabrication, & Erection, Service Providers of RMC, Real Estate Services, Industrial Property Development Services, Property Consultancy Services, Land Development Services, Infra, Construction material Suppliers and Land Promoting Services.
- F) **Manjulai Construction Company** - ,the Second Party is promoted by **Mr. Tukaram Nathu Gawari**; Manjulai, At Moi, Post Kuruli, Tal. Khed, Dist. Pune-410 501, and, "Manjulai Construction Company", Incorporated in the year 2008, at Chakan (Pune, India), is one of the leading Service Providers of RMC
- G) "Manjulai Construction Company" also supply a quality range of Concrete and Concrete Mixes. Our range of products includes Colored Concretes, Decorative Concretes, Lightweight Concretes, Foam Concretes, High Early Strength Concretes and Steel Fiber Concretes. Furthermore, we also offer Pre Cast Concretes, Micro Concretes, Pavement Quality Concretes and Water proof concretes.

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

#### **CLAUSE 1 CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.



- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of 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 AICTE internship Policy. The Second Party will also register itself on 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 of **Manjulai Construction Company**—in Construction Industrial Shed Development, Fabrication, & Erection, Service Providers of RMC, Real Estate Services, Industrial Property Development Services, Property Consultancy Services, Land Development Services, Infra, Construction material Suppliers and Land Promoting Services.
- 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 **Dr. D.Y. Patil Centre for Management & Research**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

### **CLAUSE 3 INTELLECTUAL PROPERTY**

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

### **CLAUSE 4 VALIDITY**

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Manjulai Construction Company**, 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 **Manjulai Construction Company**, 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.

FirstParty

SecondParty

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.**

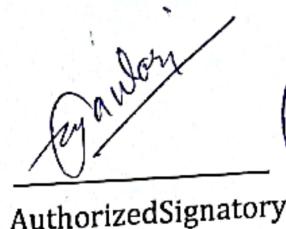
AGREED:

For  
Dr. D.Y. Patil Centre for Management & Research



Authorized Director  
Dr. D. Y. Patil Centre For  
Management And Research  
Gat No. 1029/1030, A/P. Chikhali-411062.

For  
Manjulai Construction Company



AuthorizedSignatory

Dr. D.Y. Patil Centre for Management & Research	Manjulai Construction Company
Gat No. 1029,1030, Newale Vasti , Chikhali, Pune	Manjulai, At Moi, Post Kuruli, Tal. Khed, Dist. Pune-410 501
8208678171/9763321818	+ (91) 9822919653 / 9595306787 / 9881744792 / 9881744793
info@dypatilsanstha.com	manjulairmc@gmail.com/ manjulaiconstructioncompany@yahoo.com
www.dypatilmva.com	www.manjulaiconstructioncompany.com

Witness1:

Mr. Dhananjay Patil  
Aministrative Officer, DYPGMR



Witness3:

Witness2:

Prof. S.S. Sohani  
Assistant Professor, DYPGMR



Witness4:



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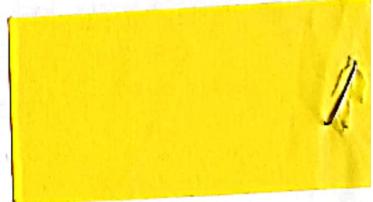
F-22

# **MEMORANDUM OF UNDERSTANDING(MOU)**

**BETWEEN**

**Dr. D.Y. Patil Centre for Management & Research, Gat  
No. 1029,1030, Newale Vasti , Chikhali, Pune**

**&**



**Kiga Foods Private Limited  
Gat No. 1104/2,Pashan Mala,Shirur Gramin,Tal-  
Shirur, Dist. Pune-412210.**

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 10<sup>th</sup> day of – July – Two Thousand Eighteen (10/07/2018),

### BETWEEN

**Dr. D.Y. Patil Centre for Management & Research, NewaleVasti, Chikhali, Pune**, the First Party represented herein by its Director, **Dr. Sunil Dhanawade** (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

**Kiga Foods Private Limited, Pune-412210, Maharashtra, India**, the Second Party, and represented herein by its Promoter, **Mr. Ganesh Rajendra Gosavi**, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

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

### WHEREAS:

- A) First Party is a Higher Educational Institution named:
  - (i) **Dr. D.Y. Patil Centre for Management & Research**
- 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) **Kiga Foods Private Limited** – the Second Party is engaged in the milk sector to make new ice-cream and much more new milk products invent to rich customer's love for new kiga products in India. Kiga Foods Pvt. Ltd. has gained immense expertise in supplying & trading of vanilla ice cream, chocolate ice cream, strawberry ice cream and various milk products.
- F) **Kiga Foods Private Limited** – the Second Party is promoted by **Mr. Ganesh Rajendra Gosavi**; Gat No. 1104/2, Pashan Mala, Shirur Gramin, Tal- Shirur, Dist. Pune-412210, is one of the leading sellers of vanilla ice cream, chocolate ice cream, strawberry ice cream etc.

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

#### **CLAUSE 1 CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of 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 AICTE internship Policy. The Second Party will also register itself on 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 of **Kiga Foods Private Limited** - expertise in supplying & trading of vanilla ice cream, chocolate ice cream, strawberry ice cream and various milk products.

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 **Dr. D.Y. Patil Centre for Management & Research**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

### **CLAUSE 3 INTELLECTUAL PROPERTY**

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

### **CLAUSE 4 VALIDITY**

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Kiga Foods Private Limited**, 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 **Kiga Foods Private Limited**, 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

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

Dr. D.Y. Patil Centre for Management & Research



Director

Authorized Signatory for  
Management And Research  
Gat No. 1029/1030, A.P. Chikhali-411062.

For

Kiga Foods Private Limited



Authorized Signatory

Dr. D.Y. Patil Centre for Management & Research	Kiga Foods Private Limited
Gat No. 1029,1030, Newale Vasti, Chikhali, Pune	Gat No. 1104/2, Pashan Mala, Shirur Gramin, Tal- Shirur, Dist. Pune-412210.
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info@dypatilsanstha.com	Info@klgafoods.com
www.dypatilmba.com	girijasofty@gmail.com

Witness1:



Mr. Dhananjay Patil  
Administrative Officer, DYPCMR

Witness2:



Prof. S.S. Sohani  
Assistant Professor, DYPCMR

Witness3:

Witness4:



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**AGREED:**

For

**Dr. D.Y. Patil Centre for Management & Research**



Director  
Authorized Signatory  
Management And Research  
Gat No. 1029/1030, A/P. Chikhali-411062.

For

**Kiga Foods Private Limited**

Authorized Signatory

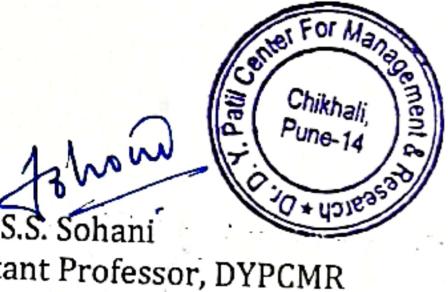
<b>Dr. D.Y. Patil Centre for Management &amp; Research</b>	<b>Kiga Foods Private Limited</b>
Gat No. 1029,1030, Newale Vasti , Chikhali, Pune	Gat No. 1104/2,Pashan Mala,Shirur Gramin,Tal- Shirur, Dist. Pune-412210.
8208678171/9763321818	9890307979/9975589700
info@dypatilsanstha.com	info@kigafoods.com
www.dypatilmba.com	girijasofty@gmail.com

Witness1:


Mr. Dhananjay Patil  
Administrative Officer, DYPCMR

Witness2:


Prof. S.S. Sohani  
Assistant Professor, DYPCMR

Witness3:

Witness4:



# UNIQUE IT SOLUTION

Address -D2 Stella Towers, Flat No 103 Moshi - Alandi Rd,  
Pimpri-Chinchwad, Maharashtra 412105, India.  
Mo -8380067122  
Mail id - unique.itsolution@hotmail.com

Date 6<sup>th</sup> Jan 2020

## Memorandum of Understanding Dispose-off E-waste Material

This Memorandum of Understanding is signed between SMDYPSS'S, DR. D.Y.PATIL FOR MANAGEMENT AND RESEARCH Address: Gat No. 1029, 1030, 1031, Newale Vasti, Chikhali, Pune- (First Party) and Unique IT Solution Address Stella Tower D2- 103 Moshi Alandi Road (Second Party)

The purpose of this MOU is facilitate collection. Transportation, handling and recycling of e-waste SMDYPSS'S, DR. D.Y.PATIL CERTRE FOR MANAGEMENT AND RESEARCH Address: [Redacted] Newale Vasti, Chikhali, Pune. The Seco nd Party promises and agrees to furnish equipment, services and incidental and customary work necessary to fully and adequately e-waste Management, including Collection. Processing. Recycling and Disposal Services assigned.

The specific terms of this contract are as follows: -

1. We will be lifting only e-waste related items.
2. No bio waste items will be included
3. Rates will be at market price of scrap items.

The material will include hereafter as all forms of e-waste and/or e-scrap collected out of discarded electronics equipment's of all kinds, including but not limited to IT Equipment's like Printers, printer cartridges, spares. But should also include, but not limited to laptops. Notebooks, desktops. servers. Network personal equipment, monitors, data assistants, Server towers, server racks, scanners, batteries, all accessories, components and peripherals for above mentioned equipment.

In consideration of the mutual promises set forth herein, the First Party covenants and agrees that it shall as written in the MOU. The Second Party covenants and agrees all the terms and conditions of this MOU. This MOU may not be modified in any manner unless in writing and signed by both parties.

Duration: This MOU is at will and may be modified by mutual consent of authorized signatories. This MOU shall become effective upon signature by the authorized officials from both the parties signed under and will remain in effect until modified or terminated by any one of the parties by mutual consent.

Name:- DR. SUNIL DHANAWADE

Name:- AMAR RAUT

Designation:- DIRECTOR

For UNIQUE IT SOLUTION

*Amar Raut*  
Proprietor

First Party Signature.....

**Director**  
Dr. D. Y. Patil Centre For  
Management and Research

Gat No. 1029/1030, A/P, Chikhali-411062

Address -D2 Stella Towers, Flat No 103 Moshi - Alandi Rd, Pimpri-Chinchwad, Maharashtra 412105, India.  
Mo -8380067122 Email - unique.itsolution@hotmail.com



Designation:- PROPRIETOR



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**Dr. D. Y. Patil**  
**Centre For Management & Research**

Approved by AICTE, Affiliated to Savitribai Phule Pune University • DTE Code : MB6168  
AISHE Code. C-42077 PUN No. IMMP013350

Date 06<sup>th</sup> Jan,2020

**Memorandum of Understanding**

**Dispose-off E-waste Material**

This Memorandum of Understanding is signed between SMDYPSS'S, DR. D.Y.PATIL FOR MANAGEMENT AND RESEARCH Address: Gat No. 1029, 1030, 1031, Newale Vasti, Chikhali, Pune- (First Party) and Unique IT Solution Address Stella Tower D2- 103 Moshi Alandi Road (Second Party)

The purpose of this MOU is facilitate collection. Transportation, handling and recycling of e-waste SMDYPSS'S, DR. D.Y.PATIL CERTRE FOR MANAGEMENT AND RESEARCH Address: Gat No. 1029, 1030, 1031, Newale Vasti, Chikhali, Pune. The Second Party promises and agrees to furnish all labour, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the professional e-waste Management, including Collection. Processing. Recycling and Disposal Servicers necessary for the cause assigned.

The specific terms of this contract are as follows: -

1. We will be lifting only e-waste related items.
2. No bio waste items will be included
3. Rates will be at market price of scrap items.

The material will include hereafter as all forms of e-waste and/or e-scrap collected out of discarded electronics equipment's of all kinds, including but not limited to IT Equipment's like

Printers, printer cartridges, spares. But should also include, but not limited to laptops. Notebooks, desktops, servers. Network personal equipment, monitors, data assistants, Server towers, server racks, scanners, batteries, all accessories, components and peripherals for above mentioned equipment.



Address : Gat No. 1029, 1030, Newale Vasti, Next To Thermax Square, Chikhali, Pimpri- Chinchwad, Pune- 411062  
Website : [www.dypatilmba.com](http://www.dypatilmba.com) | Email : [info@dypatilsanstha.com](mailto:info@dypatilsanstha.com) | Ph. : 020 27490299

In consideration of the mutual promises set forth herein, the First Party covenants and agrees that it shall as written in the MOU. The Second Party covenants and agrees all the terms and conditions of this MOU. This MOU may not be modified in any manner unless in writing and signed by both parties.

Duration: This MOU is at will and may be modified by mutual consent of authorized signatories. This MOU shall become effective upon signature by the authorized officials from both the parties signed under and will remain in effect until modified or terminated by any one of the parties by mutual consent.

Name:- DR. SUNIL DHANAWADE

Designation:- DIRECTOR

First Party Signature.....

**Director**  
Dr. D. Y. Patil Centre For  
Management and Research  
Gat No. 1029/1030, A/P, Chikhali-411062.



Name:- AMAR RAUT

Designation:- PROPRIETOR  
For UNIQUE IT SOLUTION

Second Party Signature.....



## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 1st day of February Two Thousand Nineteen (01/02/2019),

### BETWEEN

**Dr. D.Y. Patil Centre for Management & Research, NewaleVasti, Chikhali, Pune**, the First Party represented herein by its Director, **Dr. Sunil Dhanawade** (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

**Learnoovate Training Center, Pune**

We are pioneer in training center in field of ERP SAP training. We are providing training in corporates, Colleges and individuals. Most demanding software in today's job market and which is most demanding in management students. Our ERP training is useful in almost all market segment like manufacturing, service, IT (automobile, Government, education, Pharma, defense, telecom etc).

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

### WHEREAS:

A) First Party is a Higher Educational Institution named:  
(i) **Dr. D.Y. Patil Centre for Management & Research**

  
**Director**  
**Dr. D. Y. Patil Centre For**  
**Management and Research**  
**Gal. No. 1028/1030, A/P, Chikhali-411062.**



- 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) Larnooovate training center, Pune - the Second Party is known as best training center in ERP in all segment.
- F) Larnooovate training center - the Second Party is promoted by Rakesh Barapatre, Located at Pimpri, F-304, Pradhyna Housing So., Nehru nagar, Pune- 411018.

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

#### **CLAUSE 1 CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.



**Director**

Dr. D. Y. Patil Centre For  
Management and Research  
Gat. No. 1028/1030, A/P, Chikhali-411062.



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. **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 AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.

2.3. **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements. Guest Lectures provide students the alternative perspectives, opinions, and personal experiences that can reinforce the teachings of the instructor. The guest lecture may have stories or anecdotes other than those used by the instructor.

2.4. **Add On Course:** Second Party take initiative to develop additional Skill of the Students for practical knowledge in various fields. Valued-Added courses like

  
**Director**  
Dr. D. Y. Patil Centre For  
Management and Research  
Gat. No. 1029/1030, A/P, Chikhali-411062.



SAP and Digital Marketing are part of the curriculum designed to provide necessary skills to increase the employability quotient and equipping the students with essential skills to succeed in life.

- 2.5. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.
- 2.6. There is no financial commitment on the part of the **Dr. D.Y. Patil Centre for Management & Research**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

### **CLAUSE 3 INTELLECTUAL PROPERTY**

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

### **CLAUSE 4 VALIDITY**

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

  
Director  
Dr. D. Y. Patil Centre For  
Management and Research  
Gat. No. 1029/1030, A/P, Chikhali-411062.



 QB

## 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. 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.



First Party

Director

Dr. D. Y. Patil Centre For  
Management and Research  
Gat. No. 1029/1030, A/P, Chikhali-411062.



BB  
Second Party



AGREED:

For  
Dr. D.Y. Patil Centre for Management & Research      For  
Learnoovate Training Center, Pune

Authorized Signatory

**Director**

Dr. D. Y. Patil Centre For  
Management and Research

Gat. No. 1029/1030, A.P. Chikhali 411082.



Authorized Signatory



Dr. D.Y. Patil Centre for Management & Research	Learnoovate Training Center, Pune
Gat No. 1029,1030, Newale Vasti, Chikhali, Pune	F-304, Pradhyna Housing so. Nehru nagar, Pimpri- 411018
8208678171/9763321818	8390186129/8149921896
<a href="mailto:info@dypatilsanstha.com">info@dypatilsanstha.com</a>	<a href="mailto:Info1@onlinesaptraining.com">Info1@onlinesaptraining.com</a>
<a href="http://www.dypatilmva.com">www.dypatilmva.com</a>	<a href="http://www.onlinesaptraining.com">www.onlinesaptraining.com</a>

Witness1:

Mr. Dhananjay Patil  
Aministrative Officer, DYPMR

Witness2:

Prof. S.S. Sohani  
Assistant Professor, DYPMR

Witness3:

Witness4:

# MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN

Dr. D.Y. Patil Centre for Management & Research,  
Gat No. 1029,1030, Newale Vasti , Chikhali, Pune

&

Royal Trading Empire  
Pimple Saudagar,Pune

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the Twenty fourth Day of August Two Thousand Eighteen (24/08/2018),

BETWEEN

**Dr. D.Y. Patil Centre for Management & Research, NewaleVasti, Chikhali, Pune**, the First Party represented herein by its **Director, Dr. Sunil Dhanawade** (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

## ROYAL TRADING EMPIRE

Royal Trading Empire is a leading EdTech firm specializing in **forex trading education**. We provide comprehensive courses covering the basics to advanced strategies, empowering individuals with the knowledge to excel in forex trading. Our experienced professionals and industry experts create engaging learning materials accessible through our online platform. We offer personalized mentorship programs, live trading sessions, and ongoing support to help students apply their knowledge effectively. With a focus on practicality, we equip students with the skills to make informed trading decisions. Join us today to embark on a transformative learning journey and achieve your financial goals in forex trading.

  
Director  
Dr. D. Y. Patil Centre For  
Management and Research  
Gat No. 1029/1030, Chikhali, Pune - 411 062.



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

**WHEREAS:**

A) First Party is a Higher Educational Institution named:

(i) **Dr. D.Y. Patil Centre for Management & Research**

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.

- Mr. Lokesh Bora, an experienced professional and expert in forex trading, shared his extensive knowledge with the attendees, providing them with valuable guidance and practical tips.
- The seminar facilitated an interactive learning environment where participants had the opportunity to ask questions, engage in discussions, and gain a deeper understanding of the forex trading industry.
- Attendees benefited from Mr. Bora's expertise and learned about the potential opportunities and challenges associated with forex trading.
- Dr. D.Y. Patil Centre for Management & Research recognized the value of such seminars in enhancing students' knowledge and exposing them to diverse career opportunities in the financial markets.



**Director**

**Dr. D. Y. Patil Centre For  
Management and Research**  
Lat No. 1029/1030, Chikhali, Pune - 411 062.



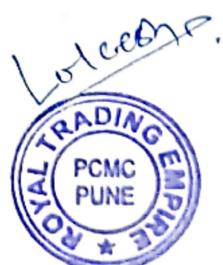
**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:**

**CLAUSE 1 CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of 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.



**Director**

**Dr. D. Y. Patil Centre For Management and Research**  
Mh. 1000440, Chikhaldara, Pune - 411 062.



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 **Field work:** Field work enables students and researchers to examine the way scientific theories interact with real life. Field work is important in both the social and natural sciences. Social sciences, such as economics or history, focus on people, culture, and society. Second Party will give valuable inputs to the First Party so that the students fit into the industrial scenario meaningfully so that the experience outside of the classroom allows for students to think critically about, for example, resources and sustainability, power and privilege, and complex societal issues as they surface in real-world contexts and interactions.

2.4 **Guest Lectures & E-Talk :** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements. Guest Lecture fro second party helps the students in gaining additional knowledge. Both Parties make sure to arrange a guest lecture for students in order to enhance their knowledge. E-Talk: E- talk is where students listen critically but constructively to each other's ideas. Second Party will actively engage to deliver E-Talk for students of the First Party. Second Party will give valuable inputs to the students fit into the industrial scenario meaningfully. E-Talk from second party helps the students in gaining additional knowledge.

2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the field of ERP SAP.

2.6 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein



Director

Dr. D. Y. Patil Centre For  
Management and Research  
Gst No. 1029/1030, Chikhali, Pune - 411 062



2.7 There is no financial commitment on the part of the **Dr. D.Y. Patil Centre for Management & Research**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

### **CLAUSE 3 INTELLECTUAL PROPERTY**

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

### **CLAUSE 4 VALIDITY**

4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period NUTRIYASH PRODCUTS PRIVATE LIMITED the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of NUTRIYASH PRODCUTS PRIVATE LIMITED 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 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period Royal Trading Empire, the Second Party, as the case may be, will take effective steps for the implementation of this MOU. Any act on the part of Royal Trading Empire after termination of this Agreement by way of communication, correspondence, etc., shall not be construed as an extension of this MOU.

4.3 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



**Director**  
**Dr. D. Y. Patil Centre For**  
**Management and Research**  
C. No. 1029/1030 Chikhali, Pune - 411 062.



## 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.

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.



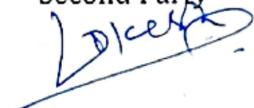
First Party

**Director**

Dr. D. Y. Patil Centre For  
Management and Research  
Gal. No. 1028/1030, A/P, Chikhali-411062.

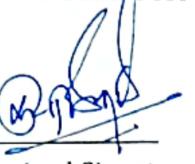


Second Party



AGREED:

For  
Dr. D.Y. Patil Centre for Management & Research



Authorized Signatory

**Director**

**Dr. D. Y. Patil Centre For  
Management and Research**

Gal. No. 1029/1030, A/P, Chikhali-411062.

**Dr. D.Y. Patil Centre for Management &  
Research**



For  
Royal Trading EMPIRE



Authorized Signatory



Dr. D.Y. Patil Centre for Management & Research	Royal Trading Empire
Gat No. 1029,1030, Newale Vasti , Chikhali, Pune	Ganeshyam, Pimple Saudagar, Pune
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<a href="http://www.dypatilmba.com">www.dypatilmba.com</a>	

Witness1:



Mr. Dhananjay Patil  
Administrative Officer, DYPCMR

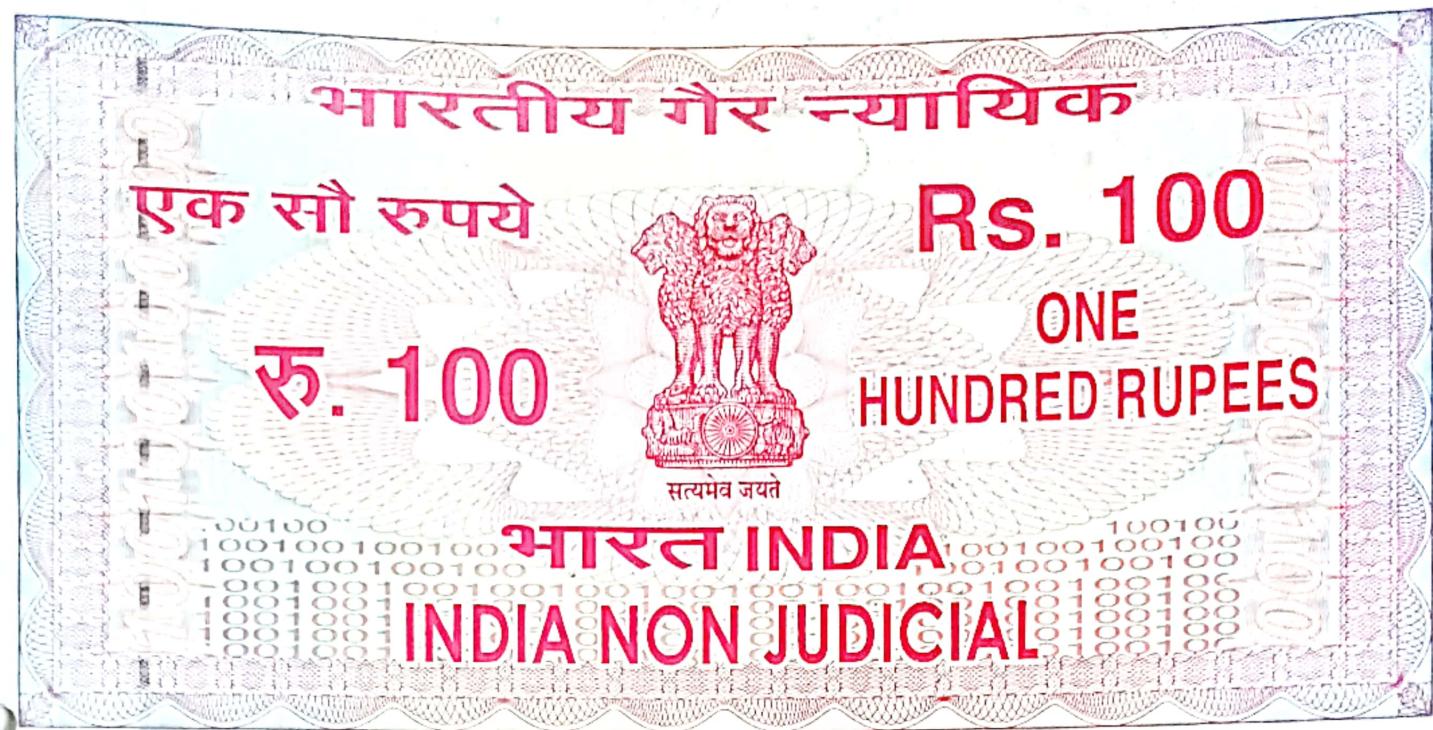
Witness2:



Prof. S.S. Sohani  
Assistant Professor, DYPCMR

Witness3:

Witness4:



महाराष्ट्र MAHARASHTRA

© 2023

75AA 404558

दम नोंदणी छारणार आहात का ?  
नोंदणी होणार असल्यास दु. निवंक कासालयाचे नाव  
मिळकतीचे थार्डव.  
मोददला घटकम  
मुत्रांक चिराज देव  
दुर्दण्ड विवाह  
हाती विवाह  
प्राची विवाह  
मुद्रांक विवाह  
प्रदानाविवाह  
श्री. गणेश विवाह विवाह  
प्रकाश रु. २००१००  
प्रकाश रु. २००१००

अक्षय

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21 दृष्टिमय  
६/१०१२ पुणे  
२५/११

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प्रथम मुद्रांक लिपीक  
कोषागार पुणे करिता



### MEMORANDUM OF UNDERSTANDING (MoU) BETWEEN

ExcelR Edtech Pvt. Ltd.

&

Dr.D.Y.Patil Centre for Management and Research,  
Chikhali, Pune 412114

FOR

Student Development Programs, Faculty Development Programs in  
Different Emerging Software Technologies



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## MEMORANDUM OF UNDERSTANDING

(MoU)

BETWEEN



**ExcelR Edtech Pvt. Ltd.**

&



**Dr.D.Y.Patil Centre for Management and  
Research, Chikhali, Pune 412114**

**FOR  
Student Development Programs, Faculty  
Development Programs in Different Emerging  
Software Technologies**

ExcelR Edtech Private Limited

49, 1st Cross, 27th Main, behind Tata Motors, 1st Stage, BTM Layout, Bengaluru, Karnataka 560068.

Email: [edl@excelr.com](mailto:edl@excelr.com) | 1800-212-2120 (Toll Free)

[www.excelr.com](http://www.excelr.com)



## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (herein after called as the 'MOU') is entered into on this the 15<sup>th</sup> day of March Month 2023 (Date 15-3-2024) by and between **ExcelR Edtech Pvt. Ltd.,** (Here in after referred as '**First Party**')

**And**

**Dr.D.Y.Patil Centre for Management and  
Research, Chikhali, Pune 412114**

(Here in 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 a EdTech company: ExcelR Edtech Pvt. Ltd.
2. 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.
3. The Parties intent to cooperate and focus their efforts on cooperation within 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.

ExcelR Edtech Private Limited

49, 1st Cross, 27th Main, behind Tata Motors, 1st Stage, BTM Layout, Bengaluru, Karnataka 560068.

Email: [edl@excelr.com](mailto:edl@excelr.com) | 1800-212-2120 (Toll Free)

[www.excelr.com](http://www.excelr.com)



**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES  
SET FORTH IN THIS MOU, THE PARTIES HERE TO 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 co-operation that will promote and advance their respective operations within the Institution and its related wings.
6. 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 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 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.
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 second party on various trending technologies of minimum 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 the organizations.

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12. ExcelR would work with incubation centers/ innovation cells of second party (Case to 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 which may be mutually beneficial to both the organizations.

## **CLAUSE 2: SCOPE OF THE MoU**

14. 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.
15. Software Technologies Training: The first party will provide the trainings 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 to train the students of second Party on the 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 second Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
19. Both Parties 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 trainings run by the first party under Everyday Learning Initiation.
21. First party would extend the help in providing artifacts such as training records, certificates to the second party upon a written request from the second party. This information is limited to only the students of second party and at the discretion of first party.

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22. In case, second party wants to conduct customized commercial trainings then this agreement can be amend/adding annexure with mutually agreed terms.

### **CLAUSE 3: INTELLECTUAL PROPERTY**

23. The first party will have the sole rights on the curriculum and related content provided in the trainings 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 cancelled by either party 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, 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 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.

ExcelR Edtech Private Limited

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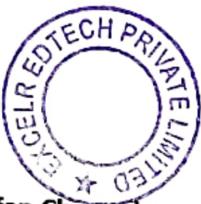
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**AGREED:****For: ExcelR Edtech Pvt. Ltd..**

**Mr. Srinivas Reddy Gurrala**  
Director, Institutional Association & Products

**Authorised Signatory**

**Contact Person : Mr. Irfan Chaugule**  
**Designation : Sr. Manager Institutional Partnerships & Training and Delivery Management.**  
**Mobile No: 8010245639**  
**Email ID : [Irfan.chaugule@excelr.com](mailto:Irfan.chaugule@excelr.com)**  
**Website : [www.excelr.com](http://www.excelr.com)**

**For Dr. D.Y.Patil Centre for Management and Research,  
Chikhali, Pune 412114**

**Prof.(Dr.) Sunil Dhanawade**  
**Director,**  
**Dr. D.Y.Patil Centre for Management and Research,  
Chikhali, Pune 412114**

**Authorized Signatory**

**Prof. Nilesh Raje**  
**Training and Placement Officer**  
**& MoU Convenor**



## महाराष्ट्र MAHARASHTRA

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मुद्रांक बोर्डेर केल्या पासून ६ प्रहिल्यात याचणे घेण्याचा आवृत्ति  
 अमु. क्र. ६६१२६ २९ AUG 2023 पुस्तु. रक्कम-१००  
 दस्तावेजाचा प्रमाण प्राप्त करावार आव्हेत करा? होता / नाही  
 मुद्रांक विकास योगाचार्याचा पात्र  
 दस्ता ..... Dr. D.Y. Patil, Centre for Medical Education and Research, Chikhali, Pune.  
 दस्ता ..... राहुल पाटील नाव ..... Rahul Patil  
 दस्ता ..... व्यापारीचे नाव या दस्ता ..... राहुल पाटील  
 श्री. विश्वासराम योगाचार्या  
 पर्यायात्रा नं. २००१९५९  
 स्टॉट नं. २००० से. नं. १००

श्री. विराज राय अमृता नगर  
मालवा रोड से ०११५८  
मालवा रोड से ००० से ०१८  
पुस्तकालय, विजयवाडा, गुजरात - ३९४२०१

## Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is made on this 24th January 2024 by and between:

**Dr. D. Y. Patil Centre for Management and Research (DYPCMR), Chikhali, Pune** represented by its Director, Dr. Sunil Dhanawade having its registered institution at, Newale Vasti, Chikhali, Pune -412114. Hereinafter called as "*College*" which expressional shall unless it be repugnant to the meaning or context thereof be deemed to be included of his/ her legal heir(s), successor(s), legal representative(s), agent(s)) of the one part;



AND; **Magic Bus India Foundation**, a not for profit organization, registered under Section 25 of the erstwhile Companies Act 1956 (CIN No. U91110MH2001NPL130853), having its registered office at Reliable Plaza, Unit No 301, 3rd Floor, Plot No K 10, Kalwa Industrial Area, Village Elthen, Navi Mumbai, Thane Director - W, MH 400708, , hereinafter called as "*Magic Bus*" (Which expression unless be repugnant to the context or meaning there of be deemed to include its executors, administrators and assigns) of the OTHER PART:

Magic Bus and the College are hereinafter collectively referred to as the *Parties and individually referred to as the "Party"*.

**WHEREAS:**

- A) College has been actively engaged in the improvement of education levels of the children and youth belonging to the disadvantaged section and other section of the society.
- B) Magic Bus intends to positively impact the underprivileged youth of the country through its educational process. MAGIC BUS FOUNDATION will bring in quality course material and the educational process to the partnership.
- C) Magic Bus has developed a Skill development courses which it delivers to students through its NGO partner centers across India. Magic Bus shall also conduct the training placement to enable the student to put into practice the theory and methods acquired during the course and strengthen their future career prospects
- d) **Dr. D. Y. Patil Centre for Management and Research (DYPGMR), Chikhali Pune** has approached Magic Bus with the intent to conduct the course developed by Magic Bus Foundation, at its centers listed in the MOU for the benefits of their students.

This MOU is intended to serve as a mutual expression of the Parties' intentions with respect to cooperation as provided herein and is not a legally binding contract or commitment in respect of the same. The obligation of Parties to consummate the cooperation contemplated in the MOU is conditional and contingent upon the execution of definitive MOUS, acceptable in form and substance to both Parties. The Parties hereto shall not have any legal obligation with respect to such cooperation unless and until they execute definitive project MOUS for such cooperation.



**NOW THIS MOU WITNESSES AS UNDER:**

**1. NATURE OF WORK**

Magic Bus has developed a Skill development courses which it shall deliver to students of the college through its NGO partner centers across India for which the courses shall be conducted by Magic Bus as given in Annexure- I.

**2. TERM:**

This Agreement is valid for 12 Months starting from 24/01/2024 to 23/01/2025 and can be extended on mutual agreement of both the parties

**3. RESPONSIBILITIES OF THE PARTIES**

**3.1 The MBIF undertakes that it shall:**

- 1) Shortlist the students from the list of candidates as per the eligibility criteria.
- 2) Conduct the training for students as per list of courses in Annexure- I.
- 3) Conduct Career Guidance Talk/Change Maker Sessions for students.
- 4) Provide certificate to the students who complete the course successfully.
- 5) Conduct a training and conduct a placement drive to strengthen their future career prospects.
- 6) Provide placement assistance to eligible students.
- 7) Provide Job oriented training.
- 8) Provide a training in the college campus of signed party.

**3.2 The College undertakes that it shall:**

- i) Be responsible for sharing candidates details from as per the objectives and guidelines provided by Magic Bus.
- ii) Provide necessary facilities and infrastructure to conduct the courses and for the objective of the Agreement.
- iii) It is mandatory to arrange space or classroom and infrastructure for training and placement drives.



**4. INTELLECTUAL PROPERTY RIGHTS** All Intellectual Property Rights belonging to a Party prior to signing of this Agreement shall remain vested and remain the property of that Party.

I) This Agreement does not constitute a trademark or service mark license by either party to other or its Subcontractors.

II) College shall not use Magic Bus brand, logo, trademark, service mark or trade name or any intellectual property without Magic Bus prior written consent, the granting of which shall be within Magic Bus absolute and sole discretion and if so granted College will comply with Magic Bus brand guidelines and terms of brand usage. If such written consent is provided, College shall not by virtue thereof, acquire or obtain or have any rights in Magic Bus trade names, trademarks, logos and/or brands (or any Intellectual Property Rights therein).

III) Magic Bus shall not use College brand, logo, trademark, service mark or trade name or any intellectual property without College prior written consent, the granting of which shall be within College absolute and sole discretion and if so granted MBIF will comply with College brand guidelines and terms of brand usage. If such written consent is provided, MBIF shall not by virtue thereof, acquire or obtain or have any rights in College trade names, trademarks, logos and/or brands (or any Intellectual Property Rights therein).

## **5. CONFIDENTIALITY**

Parties shall maintain confidentiality of and shall not disclose any of the terms of this MOU and any other information related to the other Party or its representatives or affiliates, provided by either Party to the other pursuant to this MOU (**Confidential Information**), without prior written consent of the other Party, except where any Confidential Information:

I) This is required to be disclosed by law, by order of a court of competent jurisdiction or by any law, rule or regulatory or governmental body having jurisdiction (provided that any Party so required shall if legally permissible and reasonably practicable inform the other Party about disclosure); or



i) Either Party by giving one month's notice in writing to the Other Party may terminate this MOU before its expiry.

ii) Both Parties shall also have the right to terminate the MOU without prior notice if A) There occurs a breach of any terms of this MOU which remains uncured for a period of fifteen (15) days after being notified in writing to the other Party;

A) Either Party commits any act or omission which harms the reputation of the other party.

B) Either party acts in a manner prejudicial to the interest of the other and affected party shall be the sole judge in this regards. Upon termination, college shall forthwith return, without any delay, all unutilized courseware to MAGIC BUS, without claiming any right whatsoever on the same.

D) Expiry or termination of this MOU howsoever occasioned shall be without prejudice to rights and obligations occurred or incurred prior to the date of expiry or termination and accounts between the parties shall be promptly settled.

## 9. DISPUTE RESOLUTION.

I) In the event of any unresolved dispute or difference of any nature whatsoever between the Parties arise out of this MOU, it will be referred to single arbitrator, to be appointed by both Parties and the decision thereof shall be final and binding upon the Parties. The arbitration proceedings shall be conducted in MARATHI and English language and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and enactments / modifications, if any, thereof.

II) Governing Laws and Jurisdiction. This MOU shall be governed and construed in accordance with the Indian laws and subject to the exclusive jurisdiction of competent courts at PUNE.

## 10. MISCELLANEOUS

### i. Binding

This MOU shall constitute a binding agreement amongst the Parties and enforceable in accordance with its terms.

### ii. Amendments

No modification or amendment of this MOU and no waiver of any of the terms or



conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.

### **iii. Relationship**

None of the provisions of this MOU shall be deemed to constitute a partnership between the Parties and no Party shall have any authority to bind the other Party otherwise than under this MOU or shall be deemed to be their agent in any way.

### **iv. Compliance with Applicable Law**

Each Party hereby undertakes and agrees that it shall comply with Applicable Law in relation to the transactions contemplated under this MOU.

### **v. Entire MOU**

This MOU supersedes all earlier MOUS, arrangements, letters correspondence, understandings etc. with respect to the subject matter of this MOU. Any modification, amendment or alteration in respect of this MOU or any provision hereof shall not be valid or effective unless the same is/are reduced in writing and signed by the Parties hereto.

### **vi. Severance**

If any of the provisions of this MOU is held to be not valid, remaining provisions shall however be valid and binding on both the parties.

### **vii. Authorization**

The persons, signing this MOU on behalf of the Parties, represent and covenant that they have the authority to so sign and execute this document on behalf of the Parties for whom they are signing.

### **viii. Cost**

- i. Each party shall be responsible for bearing its own costs and expenses incurred in connection with the transactions contemplated herein.
- ii. This project is sponsored by BAJAJ FINSERV. So all expenses is paid by them.
- iii. This SOFT SKILLED TRAINNING AND PLACEMENT IS TOTALLY FREE OF

COST.



Annexure- I

**MAGIC BUS FOUNDATION Approved Courses to be run at Dr. D. Y. Patil Centre for Management and Research (DYPCMR), Chikhali, Pune** Skill based job oriented training for 24 hours. (CWW) Job oriented training includes, job readiness, work place English, effective communication skills, interview preparation, grooming and confidence building.

**IN WITNESS WHERE OF** the Parties have by duly authorized representatives. The Quaide **Dr. D. Y. Patil Centre for Management and Research (DYPCMR), Chikhali, Pune**, their respective hands and seal on the date first above written in the presence of:

Signed by:

Dr. Sunil Dhanawade  
Director,  
Dr. D. Y. Patil Centre for  
Management and Research  
(DYPCMR), Chikhali, Pune  
For and on behalf of  
(FIRST PARTY)

Signed by:

Prof. Madhuri Chaudhari  
Training and Placement Cell  
Dr. D. Y. Patil Centre for  
Management and Research  
(DYPCMR), Chikhali, Pune  
For and on behalf of  
(FIRST PARTY)

Signed by:

  
For and on behalf of  
MAGIC BUS  
INDIA FOUNDATION  
(SECOND PARTY)

Date: 24/01/2024

Place: Pune