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MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

A Consultancy, H 303, Gangatirtha, Sahkarnagar No.1, Pune 411009

&

MIMA Institute of Management,
C/o YouthBuild Foundation,
Sr. No 33/5, Opp. Chhatrapati Shivaji Sports Complex,
Balewadi, Pune 411 045



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on 02nd Janaury, 2023 at Pune for commissioning a Digital Marketing Lab in MIMA Institute of Management and between-

Name of first party

A Consultancy, H 303, Gangateertha, Sahkarnagar No.1, Pune 411009

Represented herein by Dr Amey Surendra Pangarkar, Director (hereinafter referred as 'First Party.', the company which expression, unless excluded by or repugnant to the subject or context shall include its successors -in-office, administrators and assigns).

&

Name of Second Party

MIMA Institute of Management, C/o YouthBuild Foundation, Sr. No 33/5, Opp. Chhatrapati Shivaji Sports Complex, Balewadi, Pune 411 045

Dr. Pradeep Bavadekar, Director (hereinafter referred to as "Second Party", institute which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

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

WHEREAS:

First Party is a Business Entity while Second Party is an Educational Institution: believe that collaboration and cooperation between them will promote effective use of their resources and provide opportunities.

- A) The Parties intent to focus their efforts on cooperation in areas of Training, Education and Research in the field of digital marketing.
- B) Both Parties, being legal entities sign this MOU.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERSTANDING SET FORTH IN THIS MOU, THE PARTIES HERE TO 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 which will promote and advance their respective operations.

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



- 1.3 First Party and Second Party's co-operation will facilitate effective utilization of intellectual capabilities and infrastructure of the Second Party.
- 1.4 This MOU shall represent the entire understanding and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2: SCOPE OF THE MoU

- 2.1 Both parties shall strive to offer benefit to the students community in the field of digital marketing to enhance their employability skills and knowledge.
- 2.2 Both the parties shall design and deliver latest contents in digital marketing with practical training to the students for improving their employability skills and prospects.
- 2.3 Post Training, Students will be counseled to tap opportunities for employment in marketing / digital marketing fields.
- 2.4 Both Parties shall obtain all internal approvals, consents, permissions and licenses of whatsoever nature required for offering such Training Programs on the terms specified herein.

2.5 The financial commitment:

First party sponsors procurement of softwares & hardware as per attached list to make the digital marketing lab functional cost of which is approximately Rs. 5 lakhs. Second party provides hardware, connectivity, furniture & space.

2.6 Roles & Responsibilties:

- a) First party shall design contents and provide expert faculty to train students in digital marketing.
- b) Second party shall arrange students to undergo training in said digital lab and pay cost of faculty to the first party, per program as mutually decided from time to time.
- c) Both the parties shall solicit corporate assignments viz. consultancy, market research and marketing, thereby giving MIMA's students ample exposure to the real life business scenario.
- d) Revenue generated from such activities shall be shared as 2:1 between the first and the second party every quarter.

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- 2.7 This understanding will be operational and valid for five years. Upon completion of said tenure, the MoU may be renewed with amendments by mutual consent of both the parties.
- 2.8 Either party may terminate this MoU by providing notice of at least thirty days in advance in writing to other party without assigning any reason in this regard but by completing pending jobs meantime.

CLAUSE 3 RELATIONSHIP BETWEEN THE PARTIES

- 3.1 It is expressly agreed that A Consultancy and MIMA Institute of Management are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.
- 3.2 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.
- 3.3 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.

3.4 This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Pune.

Dr Amey Pangarkar	Dr Pradeep Bavadekar		
Address: Director, A Consultancy, H 303, Gangateertha, Sahkarnagar No.1, Pune 411009	Address: Director, MIMA Institute of Management, C/o YouthBuild Foundation, Sr. No 33/5, Opp. Chhatrapati Shivaji Sports Complex, Balewadi, Pune 411 045		
Contact No. 96040 73232	Contact No. 98220 14039		
E-mails: amey@aconsultancy.marketing	E-mails: director@mima.edu.in		
Web: www.aconsultancy.marketing	Web: www.mima.edu.in		

Date: 02/01/2023 Place: Pune.

Witness

List of Hardware & Softwares

Hardware:

- 1. Workstation Dell Precision T3650 (Qty: 1)
- 2. Graphics Card 4 GB (Qty: 1)
- 3. Monitor 24" LED (Qty: 1)
- 4. RAM 8GB DDR3 (Qty: 7)
- 5. Hard Disk 240 GB SSD (Qty: 5)
- 6. Graphics Card 2 GB (Qty: 5)
- 7. Keyboard + Mouse (Qty: 25) 8. Printer HP 178NW (Qty: 1)

Software:

- 1. Adobe suite
- 2. Invideo
- 3. Elementor
- 4. MailChimp
- 5. Buffer
- 6. UberSuggest
- 7. All in One SEO
- 8. Quillbot
- 9. SEO Optimer
- 10. WordPress
- 11. Canva
- 12. Bitrix24
- 13. PowerAdspy

Special Note: Licenses of softwares shall be procured in the value of the second party.

