

महाराष्ट्र MAHARASHTRA

प्रवाना क. १२०११०० ऑब रोड. खडकी. पण-२० O 2022 O

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दस्ताचा प्रकार दस्त नोंदणी करणार आहात का ? MOU नोंदर्भी होणार असल्यास द्. निवंधक कार्यालयाचे नाव मिळकतीचे वर्जन_ मुहांक विकास घेणाऱ्याचे नाव व पता MIMA दसन्या पश्रकाराचे नाउ व वना मुद्राक विक्री पोरप्श अनुकर्णक 38917 दिनांक 41112023 प्राणिक विक्रत प्रेणायाची सही परवानाधारक / मुट्रांक विकत्याची सही.... भी. रामकृषार पैच्यातम अमारकत



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Poona Consulting Bureau. Plot No. 61, Sector 27 A, Vijaypushpa Bungalow, Nigdi, Pradhikaran, Pune 411044

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

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MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on 01st April, 2023 at Pune for commissioning a SPSS software Lab in MIMA Institute of Management and between-

Name of first party

Poona Consulting Bureau, Plot No. 61, Sector 27 A, Vijaypushpa bungalow, Nigdi, Pradhikaran, Pune 411044

Represented herein by Er. Prasad Vijay Tavse, 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).

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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 data analysis for descriptive and bivariate statistics, numeral outcome predictions and predictions for identifying groups.

Both Parties, being legal entities sign this MOU.

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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 Data analysis using software like SPSS to enhance their employability skills and knowledge.
- 2.2 Both the parties shall design and deliver latest contents in Data analysis 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 data analysis for descriptive and bivariate statistics, numeral outcome predictions and predictions for different Organizations and companies.
- 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 pune.

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2.5 The financial commitment:

First party sponsors procurement of software & hardware as per attached list to make the SPSS data analysis lab functional cost of which is approximately Rs.2.70 lakhs. Second party provides hardware, connectivity, furniture & space.

2.6 Roles & Responsibilities:

- a) First party shall design contents and provide expert faculty to train students in the field of data analysis for descriptive and bivariate statistics, numeral outcome predictions and predictions.
- b) Second party shall arrange students to undergo training in said SPSS 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, Data analysis Evaluation studies, Need assessment studies for CSR 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.
- 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 *Poona Consulting Bureau* 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.
- 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

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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 For the sake of business, both parties agree to name their association as 'MIMA Consulting Bureau'.
- 3.5 All the information transpired, shared, generated during this association and after shall be strictly confidential and will not be divulged or commercially exploited by either party.

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

Dr Pradeep Bavadekar	
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. 98220 14039	
E-mails: director@mima.edu.in	
Web: www.mima.edu.in	

Date: 01/04/2023.

Place: Pune.

Witness:

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List of Software

1. SPSS Software

Special Note: Licenses of

Licenses of software shall be procured in the name

of the second party.

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