



Progressive Education Society's

MODERN COLLEGE OF ARTS, SCIENCE & COMMERCE (AUTONOMOUS)

Shivajinagar, Pune 411 005.

- NAAC Accredited 'A+' Grade ■ Best College Award, Savitribai Phule Pune University
- College with Potential for Excellence

- P.U. AFFILIATION No. (Id No. PU/PN/ASC/022(1970))
- U.G.C. RECG.NO. included U/S 2 (F) of the U.G.C. Act 1956, Letter No. F.I 3-371 (CD) dated 1st Sept.71
- Govt. RECG. No. D.E.M.S. Pune Oct. 77, Code No. PA/ASC-13.
- Jr. College Permission No. HSC/1077/31029/XII-HS d/V 4-5-77, HSC College Code No. J-11.11.005.

Dr. R. S. Zunjarrao
M.Sc. Ph.D.
PRINCIPAL

Ref. No.:MCASC/

Date: 11/1/2021

Memorandum Of Understanding

Between

**Modern College of Arts, Science and Commerce,
(Autonomous)
(Business Administration Campus),
Shivajinagar. Pune-05.**

AND

**Aksharastra Tutorials
(An ISO 9001: 2015 certified Commercial Training
Institute)**



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Date:

PREAMBLE

Whereas, The **Modern College of Arts, Science and Commerce, Pune-05** was established in 1970 and the Business Administration Campus was established in 2007 as one of the departments of modern college. This Campus renders professional courses/services to the students. This department has B.com, M.com, M.com (E-Commerce), BBA, BBA (IB), BBA (CA) Courses. The college is affiliated to the Savitribai Phule Pune University and is one of the reputed colleges in Maharashtra. College provides courses in commerce and management disciplines and offers the most advanced platform and infrastructure to its students.

Whereas, **Aksharastra Tutorials** is an ISO 9001:2015, a certified institute for computer and commercial training, having a motto "Where akshara is your astra". The institute provides training to the students and individuals regarding the practical knowledge required in today's world so that they can sustain their living. The Institute has launched several courses keeping in mind the students benefit, and their development, for which we are here.

All the Faculties of **Aksharastra Tutorials** are Certified Charter Accountants, having a Practicing and teaching experience of more than 4 years.

Whereas both the parties have agreed upon to establish academic collaboration in the areas of mutual interest and in accordance with terms and conditions as set forth in this Memorandum of Understanding (MoU).

OBJECTIVES OF AKSHARA STRA TUTORIALS

1. To provide the practical knowledge to the theory learnt by the students.
2. To give the students advanced knowledge about the Subject.
3. To create young Freelancers & Entrepreneurs in the society.
4. To provide Internship & Job opportunities for the students.

Now, therefore this agreement is signed between the parties:



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Shivajinagar, Pune 411 005.

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Date:

**Modern College of Arts, Science and Commerce,
(Autonomous)
(Business Administration Campus)
Shivajinagar, Pune-5**

And

Aksharastra Tutorials
(An ISO 9001: 2015 certified Commercial Training Institute)

Whereas, the following is agreed upon by both the parties

(A) SCOPE AND TERMS OF INTERACTION

The Modern College of Arts, Science and Commerce, (Autonomous) (Business Administration Campus), Pune-05 and **Aksharastra Tutorials Pune** (Institute) shall encourage interaction between the **registered** commerce and management students through following arrangements:

1. Institute shall share their knowledge and expertise by the way of joint conferences and seminars/workshops.
2. Institute shall provide **Accounting, Taxation & Auditing** training to the registered students of Modern College of Arts, Science and Commerce, (Business Administration Campus), Pune
3. Institute shall provide training to the registered students of Modern College of Arts, Science and Commerce, (Business Administration Campus), Pune which will be helpful for all types of placements.
4. Institute shall provide the opportunities to the registered students such as practical dealings with Clients or Field training in Filings Returns Etc.
5. Institute may showcase its business activities at the seminar or workshop or conference etc. at Modern College of Arts, Science and Commerce, (Business Administration Campus), Pune
6. Modern College of Arts, Science and Commerce, (Business Administration Campus), Pune shall nominate one faculty to monitor the progress of the students in respective training course.
7. The Institute would conduct training sessions for each stream i.e. B.Com, M.com, M.com (E-Commerce), BBA, BBA(CA), BBA(IB) twice a year.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING dated _____ 2020 (Two Thousand and Twenty) made at Pune.

BY & BETWEEN

I. HEALTHY GLOBE SMART VIRTUAL EDUCATION PVT LTD. a company duly incorporated under the Companies Act, through its managing Director Miss. Venu Amar Sable, having its office at 3rd Floor, Town Hall Committee, Deccan Club, Shukrawar Peth, Tilak Road, Hirabaug, Pune, Maharashtra, INDIA - 411002, hereinafter referred to as 'Healthy Globe' Party of the First Part.

AND

II. Modern College of Arts, Science and Commerce Autonomous," having its College at: Off JM Road, Shivajinagar, Pune, Maharashtra, MCASC - 411005, hereinafter referred to as Party of the Second Part.

WHEREAS Healthy Globe Smart Virtual Education Pvt. Ltd. a Company duly incorporated under the Companies Act, 2013 has decided to improve access to quality and economical skill-based education and training to the socially and economically disadvantaged and access compromised student populations through virtual mode across Maharashtra and later India. That all the videos which will be beamed live and recorded for the above-mentioned purpose will be shot at the studio of Healthy Globe.

WHEREAS, Modern College of Arts, Science and Commerce Autonomous

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established in the year 1970 through its having there is an undergraduate and postgraduate college located in, Pune.

WHEREAS, The Party of the First part providing internship of Graphical Animation to the party of the Second part. The party of the Second part will provide Interns to the Party of the First Part.

WHEREAS the Parties have agreed for internship program of "Graphical Animation" specifically for 2nd Year and 3rd Year Students of Party of the Second Part.

WHEREAS the parties entered into a protracted negotiation with each other with respect to the terms of such engagement and reached a mutual Memorandum of Understanding and to record the same decided to execute these presents.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Memorandum of Understanding (MOU), the parties here to agree as follows:

1. **RULES AND RESPONSIBILITIES DUTIES AND LIABILITIES OF CONCERN PARTIES OF CONCERNS**

1. The party of the First Part will be responsible for Intern only for period of 2pm to 7pm or from the time intern available in the scheduled time table.
2. The party of the First Part shall ready to pay fixed Stipend to the intern. The intern will get the internship Stipend of ₹ 5,000/- (RUPEES Five Thousand ONLY) per month from the party of the First Part.
3. The party of the First part may offer placement to the Intern, such placement is subject to the performance given by such Intern during the internship period.

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4. The party of the First part will provide project heads to each intern and interns have to report their in - Out time and other details to their respective project heads the same shall be communicated to one contact number as a matter of policy. In case of Ladies they shall communicate via message after reaching home for safety purpose.
5. A POSH committee is established to deal with any kind of Sexual harassment cases apart from legal remedies available in the Law. As The party of the First part strives to empower and protect the woman.
6. The party of The First part is not responsible for travelling & food expenses of these interns the same has to be manage by the student themselves.
7. Two numbers of the concern college employee-staff shall be given to the party of First part for communicating within the scheduled hours and in case of emergency after the scheduled hours. The point of contact from The Party of the Second part shall be provided in advance and the same shall be available at requite required time.
8. The Party of the Second part will inform the Party of the First part (concerns Team leaders or HR) when the interns are not available for the internship.
9. During the internship period, the Interns have to carry their own laptop at their own risk and the party of First part shall not liable for any loss theft or any other problem subject to sufficient precaution to be taken though CC TV cameras are installed in the arty of the First Part.
10. The party of The First part shall not put any sort of compulsion about the time. Interns are Free to work as per their time subject to schedule and working time, and w. r. t. the college time and exam scheduled.
11. In terns have to complete their Task as per deadline given by the party of the First Part. Reports of these Tasks will be share on "Monthly basis".

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12. The party of First Part strictly restricts the Interns to comment or participate, negative perception, sentiment or actions on such being Anti national or against any religious belief or thoughts any political or personal comment. Any views expressed by any person shall be considered of personal view of the said person and the party of first part and the party of first part shall not be liable for any such things as The party of the First part expressly does not encourage such thing and the said intern shall be removed forthwith without any explanation and delayed.
13. Any sort of physical assault or threat or intimidations or causing nuisance or any act which is against the policies of the Party of First Part any sort of destruction or damage to the property of party of first part be liable for damages compensation or fine. The interns are supposed to behave as per the standard the code of conduct expected out of such student including attitudes and manners and to certain extend a bit of soft skills will be dealt with by strict action which may include removal of the Student without any notice.
14. Any Sort of Hacking, cracking, phishing or any other offence as per IT Act or any other law or as per the policy shall be punishable with fine/damages/compensation as the Party of the First part strictly adheres to Data protection policy.
15. Before sending Batch of interns to the Party of the First part, the parties of the Second Part have to share in advance INTERNS all list of documents, ID and address proof, at least two emergency contact numbers. The said basic information will not be utilized for any other purposes and shall be subject to and adhere to Data Protection Policy.
16. The Party of the Second part has to share medical information, i.e. blood group or allergies report if any and the contact number of their respective doctor/hospital. Though basic first aid kit is available in the party of the First part but for safety reasons and to avoid any sort of accident or problem the above information is asked. The party

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of the First part has high standard of safety and has also equip the premises for the same.

2. SCHEDULED, TIME AND PLACE:

For this the internship, there will be in such a way where the party of the First part will conducts internship program for Two (2) batches and duration of these batches is for the (6) Six months. In each batch there will be Fifteen (15) students. These batches will be conducted in 3 (Three) days for each batch the details of the same the first batch shall be conducted on Monday, Tuesday, Wednesday and Second batch shall be conducted on Thursday, Friday and Saturday and timing will be from 2pm to 7pm at the premises of the party of First Part the which is mention at the start of the MOU.

3. OWNERSHIP AND COPYRIGHT OF COURSE MATERIALS

The copyright for the academic Course Materials (Learning material as well as Evaluation material- print and digital) designed- by party of the First part pursuant to this Memorandum of Understanding shall rest with party of the First part and it shall be binding on the party of Second part to use this purely for their own registered interns.

4. CONFIDENTIAL INFORMATION

Definition of Confidential Information.

'Confidential information' shall means (a) any technical and non-technical related to the party of First part business and current, future known products and services of each of the parties. Products, course including for example and without limitation the party of First part respective information concerning research, development, design details and specifications, financial information, business forecast, sales information market plans. (b) any information a party has received from the party of First part that may be made known to the party of Second part and which a party is obligated to treat as confidential or proprietary, except that information disclosed by a party to this Memorandum of Understanding (the "Discloser/party of First

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part") will be considered Confidential Information of Discloser by the other party (the "Recipient/party of Second part"), only if (a) the information would be considered confidential based on the circumstances surrounding its disclosure by a reasonable person familiar with the Discloser's business and the industry in which Discloser operates or (b) the information (i) is provided as information fixed in tangible form or in writing (e.g., paper, disk or electronic mail, SMS, Whats App. Through any other form), or recorded in Video or via Phone) is conspicuously designated as "Confidential" (or with some other similar legend) or (ii) if provided orally, is identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days of disclosure.

Nondisclosure and Nonuse Obligations.

Recipient will not use any Confidential Information except to the extent necessary for the purpose described above (the "Purpose") and Recipient will not disseminate or in any way disclose any Confidential Information to any person, firm, business or governmental agency or department, except as such disclosure is expressly permitted in this Memorandum of Understanding. Furthermore, the party of Second part may disclose the existence of any negotiations, discussions or consultations in progress between the parties to any person, firm or business or to any form of public media without the prior written approval of the party of First part. Recipient shall treat all of Discloser's Confidential Information with the same degree of care as Recipient accords to Recipient's own Confidential Information, but not less than reasonable care. Recipient shall disclose Discloser's Confidential Information only to those of Recipient's employees, consultants and contractors who need to know the information to assist Recipient with respect to the Purpose. Recipient certifies that each of its employees, consultants and contractors will have agreed, either as a condition of employment or in order to obtain Discloser's Confidential Information, to be bound by terms and conditions substantially similar to those terms and conditions applicable to Recipient under this Memorandum of

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Understanding. Recipient shall immediately give notice to Discloser of any unauthorized use or disclosure of Discloser's Confidential Information. Recipient shall assist Discloser in remedying the unauthorized use or disclosure of Discloser's Confidential Information.

Exclusions from Nondisclosure and Nonuse Obligations.

The party of the Second Part and the Intern's obligations under Section 2 (Nondisclosure and Nonuse Obligations) shall not apply to any of Discloser's Confidential Information that the party of the Second Part (the Interns) and the Recipients can document: (a) was in the public domain at or subsequent to the time the Confidential Information was communicated to the party of the Second Part (the Interns) and the Recipients by Discloser through no fault of the party of the Second Part (the Interns) and the Recipients; (b) was rightfully in the party of the Second Part and the Intern's possession free of any obligation of confidence at or subsequent to the time the Confidential Information was communicated to the party of The party of the Second Part (the Interns) and the Recipients by the Discloser; (c) was developed by employees or agents of the party of the Second Part (the Interns) and the Recipients independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by the party of the Second Part (the Interns) and the Recipients of any of Discloser's Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Memorandum of Understanding shall not be considered to be a breach of this Memorandum of Understanding by the party of the Second Part (the Interns) and the Recipients; provided, however, that the party of the Second Part (the Interns) and the Recipients provides prompt prior written notice thereof to the Discloser to enable Discloser to seek a protective order or otherwise prevent the disclosure.

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5. ARBITRATION

Any disputes between Parties shall in the first place be settled by mutual negotiations between the heads of the organizations on their appointed representatives and their decision shall be final and binding on ALL the parties. If the same fails they will try to re-negotiate with the heads of the organization failing of which or in alternative the Arbitration clause shall come in operation either automatically or by selection of parties. In the event of any dispute or differences arising out of this Memorandum of Understanding or its interpretation (including this clause), the same shall be referred for the sole arbitration by a mutually acceptable arbitrator. The arbitration proceedings in this regard shall be held at Pune and the decision of the sole arbitrator shall be final and binding on both the parties. The Arbitration proceedings shall be held and conducted by FAST TRACK mode only and the same under any circumstances shall be concluded within period of six months.

6. VALIDITY

This Memorandum of Understanding shall remain valid for a period of (1) One year from the date mentioned herein viz.Feb, 2020 to.....Feb, 2021. This MOU will be valid until it is expressly terminated by either Party on mutual agreed terms. This is subject to internship completion and duration. This MOU may be renewed or extended for a further period by mutual consent of both the parties in writing.

7. TERMINATION AND POST TERMINATION

7.1. Notwithstanding any other provision herein, if the party of second part fails or refuses to perform the work and associated duties pursuant to the terms and conditions of this Memorandum of Understanding, the affected party may terminate this Memorandum of Understanding by a one (1) month notice in writing or forthwith. Such sent by any mode of communication mentioned in Notice and other official communication clause.

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Additional Termination Condition:

- In the initial Stages the Management of Both the Parties should resolve the issues conducting the jointly meeting with either of the teams or only the directors of both the firms.

8. NOTICE AND OTHER COMMUNICATIONS:

Notice and for other modes of official communication Email, Whats App, Addresses and person.

Notices.: All notices, requests, demands and other communications, which are required or may be given pursuant to the terms of this Memorandum of Understanding shall be addressed as follows:

a. **If to Party of the First Part:**

- (i) Name : Venu Amare Sable
- (ii) Designation : Managing Director
- (iii) E-mail ID : director@padhegabhaeat.com
- (iv) Whats App : 9588675580
- (v) Contact No : 9588675580
- (vi) Alternative Contact no.:
- (vii) Address:

b. **If to Party of the Second Part:**

- (i) Name : Dr. R. S. Zunjarrao
- (ii) Designation : Principal
- (iii) E-mail ID : Principal@moderncollegepune.edu.in
- (iv) Whats App : 7774890057

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- (v) Contact No.:
- (vi) Alternative Contact no. :
- (vii) Address:

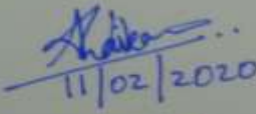
9. INDEMNITY:

Both parties agree to indemnify each other.

IN WITNESS WHEREOF the parties hereto have executed the Memorandum of Understanding on the day and year first above written.

PHOTO	LHTI	NAME/SIGNATURE
		<u>Venu Amaze Sable</u> Sable 11/2/2020
		(FIRST PART)
		R.S. Zunjarwad R.S. Zunjarwad 11/2/2020
		(SECOND PART)

WITNESSES:

1. Signature 
11/02/2020

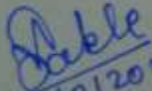
Name Major Anand Waikar

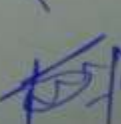
Address Pune-411041

2. Signature  11/2/2020

Name Dr. Anjali S. Sardesai

Address e-304, Pinnac Gangotri,
off Nagras Road, Aundh, Pune-7


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