



## Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is made on this 16<sup>th</sup> February, 2023, by and between:

**Rajmata Jijau Shikshan Prasarak Mandal's Art's, Commerce and Science College Landewadi Bhosari Pune-39** represented by its Principal, **Dr. Ashok Patil**, having its registered institution at Bhosari, Pune. Hereinafter called as "RJSPM'S ACS" (which expression 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"*.

राजमाता जिजाऊ शिक्षण प्रसारक मंडळचे कला, वाणिज्य व विज्ञान महाविद्यालय लाडेवाडी, भोसरी, पुणे-४११ ०१९.
आवक क्र. 74 दिनांक- 16/2/2023

### **MAGIC BUS INDIA FOUNDATION**

CIN: U91110MH2001NPL130853  
Office No 407/412, 4<sup>th</sup> Floor,  
Decision Tower,  
Pune Satara Road, Bibwewadi  
Pune - 411 038. Maharashtra  
Tel.: +91 20 48617533  
FAX.: +91 22 4333 9394  
[info@magicbusindia.org](mailto:info@magicbusindia.org)  
[www.magicbus.org](http://www.magicbus.org)

Registered Office: Magic Bus India Foundation, Unit No. 301, 3rd Floor, Reliable Plaza, Thane Belapur Road, Airoli, Navi Mumbai - 400708  
Tel: +91 22 6243 4848 FAX: +91 22 6243 4823  
Magic Bus Regional offices India: Mumbai, Delhi, Hyderabad, Bangalore, Chennai, Kolkata  
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## WHEREAS:

- a) College has been actively engaged in the improvement of education levels of the children and youth belonging to the disadvantage 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) **Rajmata Jijau Shikshan Prasarak Mandal's Art's, Commerce and Science College Landewadi Bhosari Pune-39** has approached Magic Bus with the intent to conduct the course developed by Magic Bus Foundation, at its premises for the benefits of their students.
- e) 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 **16<sup>th</sup> February 2023** to **15<sup>th</sup> February 2024** and can be extended on mutual agreement of both the parties.

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### 3. RESPONSIBILITIES OF THE PARTIES

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

- i) Shortlist the students from the list of candidates as per the eligibility criteria.
- ii) Conduct the training for students as per list of courses in Annexure I.
- iii) Conduct Career Guidance Talk/Change Maker Sessions for students.
- iv) Provide certificate to the students who complete the course successfully.
- v) Conduct a training and conduct a placement drive to strengthen their future career prospects.
- vi) Provide placement assistance to eligible students.
- vii) Provide Job oriented training.
- viii) 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

- i. All Intellectual Property Rights belonging to a Party prior to signing of this Agreement shall remain vested and remain the property of that Party.
- ii. This Agreement does not constitute a trademark or service mark license by either party to other or its Subcontractors.
- iii. 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

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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).

- iv. 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. 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
- ii. Where the Confidential Information is in or comes in to the public domain or is generally available to the public, in each case, other than as a result of breach of this MoU.

## 6. INDEMNITY

Parties shall indemnify, defend, and hold harmless the other party (including its successors, affiliates and assigns) and its respective directors, officers, employees, agents, etc. (the "Indemnified Persons") against any and all loss, expenses, costs, third party claims, damages,

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liabilities or fees (including legal fees and expenses) that the Indemnified Persons may suffer arising out of breach of any of the terms contained in this MoU.

## 7. NOTICE

Any notice or other communication to be given under this MoU must be in writing (which includes fax or email, but not any other form of Electronic Communication) and must be delivered by hand or sent by post or courier or fax or email to the Party to whom it is to be given at its address appearing in this MoU as follows:

- (a) **Rajmata Jijau Shikshan Prasarak Mandal's Art's, Commerce and Science College**  
at: **Landewadi Bhosari Pune-39**  
Address: **Opposite Amphenol Comapny, Landewadi, Bhosari, Pune- 411039**  
E-mail: [rjspms@gmail.com](mailto:rjspms@gmail.com)

- (b) **Magic Bus India Foundation at:**

Address: **3rd Floor, Relable Plaza, Thane Belapur Road, Airoli, Navi Mumbai, Maharashtra 400708.**

E-mail: [sandeep.pandit@magicbusindia.org](mailto:sandeep.pandit@magicbusindia.org)

or at any such other address or fax number of which it shall have given notice for this purpose to the other Party or Parties (as may be relevant) under this Clause. Any notice or other communication sent by post shall be sent by prepaid registered post and any notice sent by fax must be followed up by delivery through courier.

## 8. NOTICE OF TERMINATION OF MOU

- 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

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- 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;
- b) Either Party commits any act or omission which harms the reputation of the other party
- c) 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.

- iii. 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 Costs

Each Party shall be responsible for bearing its own costs and expenses incurred in connection with the transactions contemplated herein.

### ii. Binding

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

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iii. **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.

iv. **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.

v. **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.

vi. **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.

vii. **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.

viii. **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.

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IN WITNESS WHEREOF the Parties have by duly authorized representatives Rajmata Jijau Shikshan Prasarak Mandal's Art's, Commerce and Science College Landewadi Bhosari Pune-39, their respective hands and seal on the date first above written in the presence of:

Signed by:



Principal,

Dr. Ashok Patil

For and on behalf of

RJSPM'S ACS College

(FIRST PARTY)

Date: 16<sup>th</sup> February, 2023

Signed by:



Program Manager

Sandeep Pandit

For and on behalf of

MAGIC BUS FOUNDATION

(SECOND PARTY)

### Annexure I

**MAGIC BUS FOUNDATION Approved Courses to be run at "Rajmata Jijau Shikshan Prasarak Mandal's Art's, Commerce and Science College Landewadi Bhosari Pune-39"**

**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.

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## MEMORANDUM OF UNDERSTANDING

(MoU)

BETWEEN



**ExcelR Solutions**

&



**Rajmata Jijau Shikshan Prasarak Mandal's  
Arts, Commerce & Science College, Pune, MH.**

**FOR**

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



## **MEMORANDUM OF UNDERSTANDING**

This **Memorandum of Understanding** (herein after called the 'MOU') is entered into on this the 19<sup>th</sup> day of December Month 2022

(Date 19-12-2022), by and between **ExcelR Solutions**,

(Hereafter referred to as '**First Party**)

**And**

**Rajmata Jijau Shikshan Prasarak Mandal's  
Arts, Commerce & Science College, Pune, MH.**

(Here after referred to as '**Second Party**)

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

### **WHEREAS:**

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



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

**CLAUSE 1: CO-OPERATION**

5. Both Parties are united by common interests and objectives, and they shall establish channels of communication and cooperation that will promote and advance their respective operations within the Institution and its related wings.
6. First Party and Second Party cooperation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to the second party in developing suitable teaching/ training systems, keeping in mind the needs of the industry, the Second Party.
7. The general terms of cooperation shall be governed by this MOU. The Parties shall cooperate and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds, and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding of the subject matter hereof and shall supersede any prior understanding between the Parties.
8. ExcelR would be the training delivery partner for the second party on various trending technologies.
9. ExcelR would be the training delivery partner for the student internships of a second party on various trending technologies of a minimum of four weeks duration.
10. ExcelR will reach out to students to communicate about course details, webinars, blogs, industry events, etc., which will be informative or promotional in nature.
11. Training & Development and dissemination of knowledge for students of second party & affiliated colleges and employees of both organizations.



12. ExcelR would work with incubation centers/ innovation cells of the second party (Case to a case basis), to formulate the business cases and data collection process from various industry and academic bodies that are associated with the second party
13. Cooperation between both parties would be extended to any other area that may benefit both organizations

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

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



22. In case, the second party wants to conduct customized commercial training then this agreement can be amended/added annexure with mutually agreed terms.

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

23. The first party will have the sole rights to the curriculum and related content provided in the training and it cannot be replicated or copied without the consent of the first party.

24. Confidentiality: Except as may otherwise be required by law, each party will hold confidential, during and after the term of this Agreement, any confidential information disclosed to it or its representatives, and will not disclose any such confidential information to any third party.

### **CLAUSE 4: VALIDITY**

25. The period of the agreement is valid for a period of 2 years from the date of signing of this agreement

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

### **CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES**

27. It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under this MOU to make agreements of any kind in the name of or binding upon the other Party, pledge the other Party's credit, or extend credit on behalf of the other Party.

**AGREED:**

**For: ExcelR Solutions.**

**For: Rajmata Jijau Shikshan Prasarak Mandal's  
Arts, Commerce & Science College, Pune, MH.**



**Mr. Shyam Narayan  
Director, HR, ExcelR**

**Dr. Ashok S Patil,  
Principal**

Rajmata Jijau Shikshan Prasarak Mandal's  
Arts, Commerce & Science College, Pune, MH

**Authorized Signatory**

**Authorized Signatory**

**GST:27AAEFE5003F1ZX  
TIN: HYDE02965E**

**Witness: -**

**Mr. Dnyanesh Khot  
Designation: BDM  
Mobile No: 8956970747  
Email ID: [dnyanesh.khot@excelr.com](mailto:dnyanesh.khot@excelr.com)  
Website: [www.excelr.com](http://www.excelr.com)**

**Prof. Sarika Jagtap  
MOU coordinator  
Rajmata Jijau Shikshan Prasarak Mandal's  
Arts, Commerce & Science College, Pune, MH**

**Prof. Rupali Mane  
MOU coordinator  
Rajmata Jijau Shikshan Prasarak Mandal's  
Arts, Commerce & Science College, Pune, MH**



**RAJMATA JIJAU SHIKSHAN PRASARAK MANDAL'S**

**ARTS, COMMERCE AND SCIENCE COLLEGE, LANDEWADI, BHOSARI, PUNE- 39**

**Activity Form**

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Name of the Committee/Name of Departmental Activity

Department of BBA (CA)

Name of Chairperson/Speaker

Mr. Dnyaneshwar

Name of the Activity/Program/Function/Event

Add –On Program

Start Date of the Activity

02-01-2023

End Date of Activity

19-01-2023

From Time

07:00 PM

To Time

09:00 PM

Venue of the Activity

Online mode

No. Of Participant Attended Activity

51

Amount/Fund/Advance Required

NIL

Amount/Fund/Advance Utilized

NIL

Proof Record to be **ticked** and **Scanned** copy to be attached.

- A) Photo Proof
- B) Attendance Record
- C) Press Release
- D) Other



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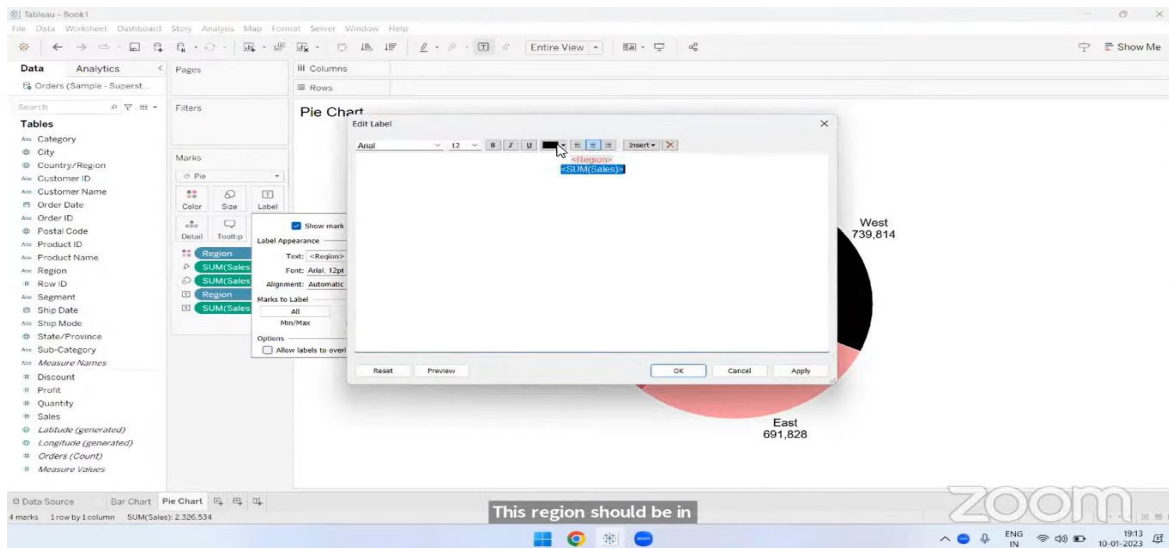
Get Certificate Of Participation

**DATE : 2ND JANUARY 2023 (ONWARDS 15 DAYS)**  
**TIME : 7:00 TO 9:00 PM (2 HRS PER DAY) (MON-FRI)**

For more Details / Assistance drop a mail to [edl@excelr.com](mailto:edl@excelr.com)

**LIVE**

The banner features a blue and white color scheme with a central illustration of four people in a meeting. The background includes various data visualization icons like pie charts, bar graphs, and a world map.



The screenshot shows the Tableau Desktop interface. A pie chart is displayed with two segments labeled 'West 739,814' and 'East 691,828'. An 'Edit Label' dialog box is open, showing the text 'SUM(Sales)' and the font size '12'. The dialog box has fields for 'Text', 'Font', 'Alignment', and 'Options'. The background shows the Tableau workspace with a data source 'Orders (Sample - Superstore)' and a view of 'Pie Chart'.





# CERTIFICATE

Of Participation

This certificate is proudly presented to

*Nikita Lahu Pawale*

For successful completion of 30 hours Live Training Program on

**Business Analytics using Power BI and Tableau**

Held from 02<sup>nd</sup> Jan 2023 to 20<sup>th</sup> Jan 2023

Issue Date: 24th January 2023

Certificate Code: 12583E/EXCEL R

A handwritten signature in black ink, appearing to read 'Ram Tavva'.

**Ram Tavva**  
CEO, ExcelR Solutions