

भारतीय गैर न्यायिक
भारत INDIA

रु. 500



FIVE HUNDRED
RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2021

BE 058514

90242 30 JUL 2021

अनु. क्र.: दि.: मु. नं. रकम: 500
दस्तावेज प्रकार: Agreement
दस्तावेज वर्गीकरण कारण: होय / नाही
मुद्रांक विकत घेणाऱ्याचे नाव: Talent Assess Pvt Ltd
पत्ता: Chinchwad pune
दस्तावेज पक्षकाराचे नाव: Yashaswi Academy for Skill
दस्तावेज ठरवता येणारे नाव व पत्ता: Chingale Aundh pune

OK

मौ. सुचेता मुद्दाम देशपांडे
परवाना क्र. 22031116

मुद्रांक विकत घेणाऱ्याची सही 19/2/2, बुधवार पेट, पुणे, 2
च्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला आहे त्याच कारणासाठी
मुद्रांक खरेदी केल्यापासून 6 महिन्यात दावणे बंधनकारक आहे.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered at Pune this 16 day of August 2021.

BY AND BETWEEN

YASHASWI EDUCATION SOCIETY, a society register under Society Registration Act 1960 and having its registered office at House, S. No. 72 /1, Lane No. 15, Prabhat Road, Pune 411004 (hereinafter referred to as "Yashaswi" which



6/11/21

expression shall unless repugnant to the context or meaning hereof shall deem to include its successors and permitted assigns) on the ONE PART.

AND

TALENT ASSESS PVT LTD a Company incorporated under Companies Act 2013 and having its registered office at Sr, No 169,1/A, Station Road, Chinchwad Pune 411033 Maharashtra (hereinafter referred to as "**Talent Assess**") which expression shall unless repugnant to the context or meaning hereof shall deem to include its successors and permitted assigns) on the OTHER PART

The "**YASHASWI**" and "**Talent Assess**" are hereinafter collectively referred to as "**Parties**" and individually referred to as "**Party**"

WHEREAS

- a) WHEREAS Yashaswi is ISO 9001 certified Institute. Yashaswi runs Management College in name of International Institute of Management Science ("**IIMS**"). IIMS is a premier professional Management college, devoted to the advancement of management studies, human resource studies, management finance studies, computer science studies and other related discipline.
- b) WHEREAS Talent Assess is engaged in skill assessment.
- c) Whereas IIMS and Talent Assess believe that collaboration and co-operation between them will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- d) Whereas both the parties' intent to co-operate and focus their effort on co-operation within area of skill based training, education, research.
- e) Now therefore it is agreed between the parties to enter into this MOU hereto as under:-

1. SCOPE OF THIS MOU

- 1.1 The budding post graduates from IIMS could play a key role in technologies up-gradation, innovation and competitiveness of an industry. Both the parties believe that close co-operation between two would be of major benefits to the students of IIMS to enhance their skill and knowledge.

1.2 Assessment Methodology

The Talent Access will give valuable inputs to the complete IIMS student's assessment, so that the student fit into the industry scenario meaningfully. The student assessment methodology will be mutually decided between the parties.

1.3 Co-operation

Both the parties are united by common interest and objective, and they shall establish channels of communication and co-operative that will promote and advance their respective operation within the IIMS 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 opportunity for one another.

2. TENURE OF MOU



- 2.1 This MOU shall be in force for a period of 5 years from effective date, unless terminated by the Yashaswi or Talent Access by notice in writing in accordance with the termination clauses of this Agreement.

3. COMMERCIAL TERMS

- 3.1 The Yashaswi will pay to Talent Assess Rs.1000/- (Rupees One Thousand Only) per student per assessment.

4. ROLE OF TALENT ASSESS

- 4.1 The Talent Assess shall utilize its strength to align with various skill development programmes and initiatives to meet the objectives of The IIMS. It shall accordingly design and deliver various assessments methodology within the overall scope of MOU.
- 4.2 The quality delivery is the responsibility of Talent Assess and Talent Assess would have to have in-house or engage the required manpower and the faculty as per the requirement, in conjunction with the IIMS.
- 4.3 The Talent Assess shall market the programmes to make them successful. It shall also guide and support the students for proper placement.

5. ROLE OF YASHASWI

- 5.1 The IIMS shall provide the available infrastructure & basic amenities suitable and ready for delivering the assessment and other activities in conjunction with the scope.
- 5.2 The IIMS give full information about the assessment schedule, assessment topic, assessment duration, assessment venue, student list who are selected for assessment, etc. 72 hours before assessment.

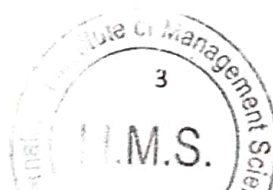
6. RELATIONSHIP BETWEEN PARTIES

- 6.1 It is expressly agreed that Yashaswi and Talent Access are acting under this MOU as independent contractors, and the relationship establishment under this MOU shall not be construed as a partnership. Neither party is authorised to use the other party's name in any way, to make any representation or create any obligations or liability, expressed or implied, on behalf of the other party. Neither party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreement of any kind in the name of or binding upon the other party, to pledge the other Party credit, or to extend credit on behalf of the other party.

7. INTELLECTUAL PROPERTY RIGHTS & NON DISCLOSURE

- 7.1 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, invention, patents, copy right and designs)of the other party.

8. CONFIDENTIALITY



license in or to the intellectual property (including but not limited to know how, invention, patents, copy right and designs)of the other party.

8. CONFIDENTIALITY

- 8.1 The IIMS agrees and confirms that all Intellectual Training Material shall at all-time vest in and remain with and belong to the Talent Assess The IIMS shall not be liable for any suit on account of demands for infringement of copyright etc. by the Talent Assess which has no nexus with the objective of the MOU.

9. TERMINATION

- 9.1 Both the parties can terminate the agreement by giving 30 days written notice to other party.

10. DISPUTE RESOLUTION

10.1 AMICABLE SETTLEMENT

Any and all differences and disputes whatsoever arising between the Parties concerning the interpretation or implementation of this Agreement, controversy or claim arising out of, or relating to this contract or the breach, termination or invalidity, in the first instance, be resolved mutually using their best efforts to settle amicably.

10.2 ARBITRATION

In the event of dispute which arises connection with this agreement, which cannot be settled amicably within 60 days, the same shall be settled by arbitration of in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The venue and seat of the arbitration shall be at Pune, India and the language for arbitration shall be in English. The decisions of Arbitrator(s) shall be final and binding on the parties. The cost of arbitration shall be equally divided among the parties.

10.3 JURISDICTION

All disputes and controversies between Yashaswi and the Talent Assess shall be subject to the exclusive jurisdiction of the Courts Pune, Maharashtra State, India and the Parties agree to submit themselves to the jurisdiction of such court. This Agreement shall be governed the laws of India.

11. FORCE MAJEURE

- 11.1 The Parties hereto agree that a Force Majeure Event shall mean any unforeseeable act or event that prevents the affected Party from performing its obligations under this Agreement or complying with any conditions required by the other Party under this Agreement and such act or event is beyond the reasonable control and not because of any fault of the affected Party and such Party has been unable to avoid such an act or event by the exercise of prudent foresight and due diligence. Neither Party hereto shall be considered in breach hereof or in default if it fails to perform or observe any or all of the terms of this Agreement resulting



directly or indirectly, from Force Majeure Events such as acts of God, Civil or Military authority, acts of Government, acts of Public Enemy, war, riots, explosion, earthquake, flood, storm, lighting strike, etc. In such a case the affected Party shall notify the other party of the occurrence of such Force Majeure Event and should as a consequence, the performance under his Agreement be prevented for a period longer than 30 days, then the other Party shall have the right to terminate this Agreement.

12. NOTICES

- 12.1 All notices required or permitted by, or made pursuant to, this Agreement shall be in writing and shall be sent in person or by facsimile or by registered, first class airmail, return receipt requested and postage prepaid, to the following addresses:

If to Yashaswi, Addressed to:

S. No. 72 /1, Lane No. 15, Prabhat Road, Pune 411004

Attention -Dr. Shivaji Mundhe

If to Talent Assess, addressed to:-

01A, Sr, No 169, Station Road, Chinchwad Pune 411033 Maharashtra

Attention Mrs. Sunita Patil

This Agreement is executed, in two counterparts, both of which together shall constitute one instrument and each of which shall be an original to be retained by either party.

13. GENERAL PROVISIONS

- 13.1 Both the Parties have full power and authority to enter into this MOU and take any action execute any documents required by the terms hereof; and that this MOU, entered into has been duly and validly executed and delivered, and is a legal, valid, and binding obligation of, enforceable in accordance with the terms hereof; and that the executants of this MOU are duly empowered and authorized to execute this MOU and to perform all its obligations in accordance with the terms herein.
- 13.2 This agreement shall not be binding for any other agreement for either party. Parties shall be free and independent to carry on other services and trainings besides that covered under the scope of this agreement.
- 13.3 The Talent Assess & IIMS shall perform their duties in strict compliance with all applicable laws in India along with rules and regulations of duly constituted Govt. authorities in India and shall obtain all licenses, restrictions or other approval, if any, required by laws in India in connection with the services to be rendered hereunder.
- 13.4 The Talent Assess shall strictly follow the IIMS norms, rules and regulations for conducting the programs and shall maintain the IIMS high standards.



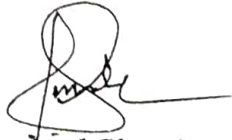
13.5 All courseware provided by the Talent Assess is its copy right. Confidentiality of same shall be maintained and the IIMS should ensure it is not replicated outside.

14. MODIFICATION

14.1 This MOU may be modified, through a written document signed by duly authorized representative of both Parties.

IN WITNESS WHEREOF THE PARTIES HERTO HAVE SET THEIR RESPECTIVE HANDS & YEAR ABOVE WRITTEN

For Yashaswi Education Society

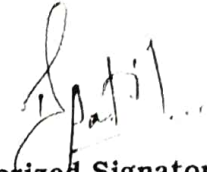


Authorized Signatory

Dr. Shivaji Mundhe



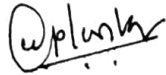
For Talent Access Pvt Ltd



Authorized Signatory

Mrs. Sunita Patil

Witness



Name Mrs. Aditi Chiplunkar

Address Chinchwad, Pune

Witness



Name Mr. Mahesh Mahankar

Address Chinchwad, Pune