



Dnyanodaya Prashikshan Sevabhavi Sanstha's

ID No. PU/PM/C/371/2009

# FORESIGHT

College of Commerce  
Affiliated to Savitribai Phule Pune University



382, YMCA Complex, New Rasta Peth, Quarter Gate, Pune-411011 • Mob: 9764445481 • www.fccpune.com

Chairman: Chetan Rathod

Secretary: Shailesh G Mehta

PUNCODE: CAAP014880

AISHE CODE: C-41344

NAAC: B+

## CRITERION III

Key Indicator	3.4.1 Collaboration
Metric No	3.4.1

❖ Number of Functional MoUs with Institutions, other Universities, Industries, Corporate House etc during the last five years.

2023-2024

Item	Year
Number of functional MoUs with institutions, other universities, industries, corporate houses etc.	2023-2024
	5





Dnyanoday Prashikshan Sevabhavi Sanstha's

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<b>Mous</b>	<b>Duration</b>
Magic Bus	01-09-2024 to 30.08.2025
GGC'S Practical	03-09-2024 to 03-09-2025
Pratham Infotech Foundation	01-09-2024 to 01-08-2027
LightHouse	01-10-2023 to 16-10-2023
Rotary Club Pune (Asmita)	12-01-2024



Principal  
Foresight College of Commerce  
Pune



# MEMORANDUM OF UNDERSTANDING (MOU)

Between

**Foresight College of Commerce,  
Pune**

and

**Pratham InfoTech Foundation**



Principal  
Foresight College of Commerce  
Pune



### Memorandum of Understanding

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into as on September 2024 to August 2027.

Between

**Foresight College of Commerce** with its registered address at YMCA Complex New Rasta Peth Near Quarter Gate Pune-11(MH), the first Party represented herein by its authorized signatories, **Mr. Shallesh G Mehta Secretary**, (hereinafter referred to as "**Pune (Foresight College of Commerce)**"), the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, representatives, employees, administrators and assigns).

And

**Pratham InfoTech Foundation, Mumbai** the Second Party, and represented herein by its Operation Lead and representative **Ms. Sonali Dhavan**, (hereinafter referred to as "**Pratham InfoTech Foundation, PIF**" or organization which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

**Foresight College of Commerce and Pratham InfoTech Foundation** are hereinafter jointly referred to as "**Parties**")

Whereas:

1. Both parties, **Foresight College of Commerce** and **Pratham InfoTech Foundation** believe that collaboration and cooperation between themselves will promote more effective use of each of their resources and provide each of them with enhances opportunities.
2. The Parties intend to cooperate and focus their efforts on cooperation within area of Empowerment Programs through IBM Skills Build workshops and awareness campaign.

Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest:

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

Clause1: Cooperation

1. Both parties are united by common interests and objectives to empower youth/students, and they shall establish channels of communication and cooperation that will promote and advance their respective operations within the institutions and its related wings.
2. **Foresight College of Commerce** and **Pratham InfoTech Foundation** cooperation will facilitate effective utilization of the subject matter expert and intellectual capability of students at All Department, providing significant inputs in developing suitable ecosystem, keeping in mind the needs of the industry.



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Clause 2: Scope of MOU (Statement of work)

1. Guest Lectures/Visiting Faculty: **Pratham InfoTech Foundation** to extend the necessary support to deliver guest lecturers to the students of **Foresight College of Commerce** on the technology trends, emerging technologies, IT skills, IT recruitment and training, methodologies and in-house requirements.
2. **Pratham InfoTech Foundation** will help with course completion of the students and placement support to students of **Foresight College of Commerce**, as and when required in tune with the Industry-Academic Relations.
3. **Pratham InfoTech Foundation** will be arranging 25 days training IT skill, Soft Skill & employability skill session in college.
4. **Foresight College of Commerce** will assign a teacher/ professor in the classroom during session for crowd management.
5. Both parties to obtain all internal approvals, contents, permissions and licenses of whatsoever nature required for offering the Programs on the terms specified herein.
6. It would be non-commercial agreement between **Foresight College of Commerce** and **Pratham InfoTech Foundation**

Clause 3: Intellectual Property

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, inventions, patents, copy rights and designs) of the other Party.

Both parties will respect each other's Privacy and IPR policies without any violation. In case of any violation of IPR, the MOU would be terminated immediately.

Clause 4: Relationship Between the Parties

It is expressly agreed that **Foresight College of Commerce** and **Pratham InfoTech Foundation** are acting under this MOU as independent organizations, and the relationship established under this MOU shall not be construed as a partnership but shall be considered on the Joint Collaboration for Up skilling of student and placement support.

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. 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.

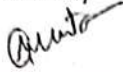


Principal  
Foresight College of Commerce  
Pune



Agreed By:

For the First Party



Mr. Shailesh G Mehta

Secretary

Foresight College of Commerce

For the Second Party

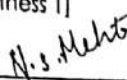
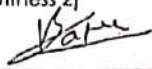


Ms. Sonali Dhavan

Operation Lead

Pratham InfoTech Foundation

Witness and Team In charge

[Witness 1] 	[Witness 2] 	[Witness 3]
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Seal and Stamp

For First Party



Seal and Stamp

For Second Party



Principal  
Foresight College of Commerce  
Pune



Green Growth Consultancy

**GGCs Practical Training Academy Pvt Ltd**

# MEMORANDUM OF UNDERSTANDING

BETWEEN

**DNYANODAY PRASHIKSHAN SEVABHAVI SANSTHA'S  
FORESIGHT COLLEGE OF COMMERCE, PUNE**

&

**GGC'S PRACTICAL TRAINING ACADEMY PRIVATE LIMITED**

**Mumbai, Maharashtra**



[www.virtualggc.com](http://www.virtualggc.com)



Principal  
Foresight College of Commerce  
Pune



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# MEMORANDUM OF UNDERSTANDING

BETWEEN

Dnyanoday Prashikshan Sevabhavi Sanstha's Fore  
sight College of Commerce, Pune

&

GGC's PRACTICAL TRAINING ACADEMY P  
RIVATE LIMITED

Mumbai, Maharashtra



[www.ggcptm.com](http://www.ggcptm.com)

A handwritten signature in purple ink, appearing to be 'Dnyanoday', is written over the website address.

Principal  
Foresight College of Commerce  
Pune



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This Memorandum of Understanding (hereinafter called as "MOU") is entered into on this 03rd day of September 2024.

**BETWEEN**

Dnyanoday Prashikshan Sevabhavi Sanstha's Foresight College of Commerce, Pune represented by its Secretary (hereinafter referred as the "First Party", the institute which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

**AND**

GGC'S PRACTICAL TRAINING ACADEMY PRIVATE LIMITED, 201, Cecil Court, Behind Taj Mahal Palace, Colaba, Mumbai, Maharashtra - 400001 represented herein by CA Sumit Tajpuriya (hereinafter referred to as "Second Party", a company 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 the "Parties" and individually as "Party").

**WHEREAS**

First Party is one of the most reputed colleges in Pune Dnyanoday Prashikshan Sevabhavi Sanstha's Foresight College of Commerce, Pune. The First Party & Second Party believe that collaboration and cooperation between themselves will promote a more effective use of each of their resources, and provide each of them with enhanced opportunities.

A) The Parties intend to cooperate and focus their efforts on cooperation within the area of Skill Based Training, Education and Research.



A handwritten signature in blue ink, likely belonging to the Principal of Foresight College of Commerce, Pune.

Principal  
Foresight College of Commerce  
Pune



B) Both Parties, being legal entities in themselves, desire to sign this MOU for advancing their mutual interest.

C) GGC'S PRACTICAL TRAINING ACADEMY PRIVATE LIMITED, the Second Party is engaged in the Business of financial consultancy and training and skill development and GGC'S PRACTICAL TRAINING ACADEMY PRIVATE LIMITED, the Second Party is promoted by the Promoter named CA Sumit Tajpuriya, GGC'S PRACTICAL TRAINING ACADEMY PRIVATE LIMITED.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO 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 that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all the information that may be relevant to secure additional opportunities for one another.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party, providing significant input to them in developing suitable teaching/training systems, keeping in mind the needs of the industry, the Second Party.

1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall co-operate with each other 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, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.



*[Signature]*  
Principal  
Foresight College of Commerce  
Pune





## CLAUSE 2: SCOPE OF THE MOU ALONG WITH TERMS & CONDITIONS

2.1 The budding finance graduates from the Institutions could play a key role by acting as skilled finance professionals of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student and youth community to enhance their skills and knowledge and employability.

2.2 **Training Methodology:** Second Party would provide virtual training to students of First Party.

2.3 **Handson Training:** The practical training and exposure provided to selected students through internship opportunities will build confidence and prepare the students to have a smooth transition from academic to working career.

2.4 **Internships and Placements of Students:** Second Party will actively engage to help the delivery of the Internship and Placement of selected Students of the First Party into internships/jobs. Internships would be given to only those candidates who would be clearing the Eligibility Test (ET) which would be conducted post 45 days of training. For clearing the ET, a minimum of 60% score needs to be secured by the enrolled students.

2.5 **Skill Development Programs**—Second Party to train the students of First Party on the emerging cloud-based technologies in order to bridge the skill gap and make them industry ready.

2.6 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.

2.7 It is agreed between the parties that Second Party would provide virtual training on these selected modules as listed on the website of second party for 45 days.

2.8 Students of First party should have Android mobile phones on which mobile application of Second Party would be downloaded from the app



*[Handwritten Signature]*

Principal  
Foresight College of Commerce  
Pune





LIMITED the Second Party, will take effective steps for implementation of this MOU.

4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

### CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES


5.1 It is expressly agreed that First Party and Second Party are acting under the MOU as independent contractors, and the relationship established 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 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 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.

Dayanoday Prashikshan Sevabhavi Sanstha's  
Foresight College of Commerce, Pune

GGC'S PRACTICAL TRAINING ACADEMY  
Private Limited

  
First Party



  
Second Party



  
Principal  
Foresight College of Commerce  
Pune

store, and once all formalities are completed, then a unique user ID and password would be created for each enrolled student.

2.9 Schedule to watch the training sessions would be shared on day one, and on WhatsApp daily follow up would be done by team of Second Party to make sure that students are watching the lectures as per the schedule. A report of students who are not sincere would be shared to the First Party by Second Party so that necessary follow up can be done by the First Party.

2.10 A certificate would also be issued by Second Party to all the candidates of First Party based on the scores of the Eligibility Test (ET).

2.11 It is clearly agreed between First Party and Second Party that **Course (1) i.e., Financial Management** would be provided by Second Party to the First Party for a period of 45 days on 8 topics listed along with the attached brochure and each enrolled student needs to pay the required fees of Rs. 1,000.

2.12 It is clearly agreed between First Party and Second Party that Second Party will be conducting the other 3 Courses, Tax Audit & GST Annual Compliances, Finance Minor Course & Statutory Registrations Roadmap. Student opting for these courses need to pay the required fees of Rs. 500 per course per student. Since in the Financial Minor Course of Second Party, the intent of Second Party is just to inculcate the sense of "How to Manage the earned money", no employment opportunities can be provided in these second course.

### CLAUSE 3: INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, /estoppel or otherwise, create in either Party any right, title, interest, or licence in or to the intellectual property (including but not limited to know how, inventions, patents, copyrights and designs) of the other Party.

### CLAUSE 4: VALIDITY

4.1 This Agreement will be valid till 1 academic year from the date of signing until it is expressly terminated by either Party on mutually agreed terms, during which GGC'S PRACTICAL TRAINING ACADEMY PRIVATE



*[Signature]*

Principal  
Foresight College of Commerce  
Pune





5.2 Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at Mumbai. This understanding is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Mumbai.

Name of City -

Pune AGREED

For

Dnyanoday Prashikshan Sevabhavi Sanstha's  
Foresight College of Commerce, Pune



Authorized Signatory

For

GCC'S PRACTICAL TRAINING  
ACADEMY Private Limited



Authorized Signatory

Dnyanoday Prashikshan Sevabhavi Sanstha's Foresight College of Commerce, Pune YMCA Complex, 382, New Rastrapeth, Quarter gate Pune 411011	GCC'S PRACTICAL TRAINING ACADEMY PRIVATE LIMITED 201, Cecil Court, Behind Taj Mahal Palace, Colaba, Mumbai, Maharashtra-400001
Contact Details - 9764445481	Contact Details - 7028053077
Email - info@dpss.co.in	Email - contact@virtualggc.com
Web: https://fccpune.com/	Web: www.ggcpta.com

Witness 1

Witness 2

Principal  
Foresight College of Commerce  
Pune





Dnyanoday Prashikshan Sevabhavi Sanstha's

ID.No. PU/PN/C/371/2009

# FORESIGHT



College of Commerce  
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Chairman: Chetan Rathod

Secretary: Shallesh G Mehta

PUNCODE: CAAP014880

AISHE CODE: C-41344

NAAC: B++

# MEMORANDUM OF UNDERSTANDING

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FORESIGHT COLLEGE OF COMMERCE, PUNE

&

GGC'S PRACTICAL TRAINING ACADEMY PRIVATE LIMITED

Mumbai, Maharashtra



[www.virtualggc.com](http://www.virtualggc.com)



Principal  
Foresight College of Commerce  
Pune

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# MEMORANDUM OF UNDERSTANDING

BETWEEN

Dnyanoday  
Prashikshan Sevabhavi Sanstha's Foresight  
College of Commerce, Pune

&

GGC's PRACTICAL TRAINING ACADEMY  
PRIVATE LIMITED

Mumbai, Maharashtra



[www.ggcpta.com](http://www.ggcpta.com)

Principal  
Foresight College of Commerce  
Pune



This Memorandum of Understanding (hereinafter called as "MOU") is Entered into on this 05<sup>th</sup> of Aug 2023.

**BETWEEN**

**Dnyanoday Prashikshan Sevabhavi Sanstha's Foresight College of Commerce, Pune** represented by its Secretary (hereinafter referred as the "First Party", the institute which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

**AND**

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Principal  
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Pune



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Principal  
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Pune

## CLAUSE 2: SCOPE OF THE MOU ALONG WITH TERMS & CONDITIONS

- 2.1 The budding finance graduates from the Institutions could play a key role by acting as skilled finance professionals of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student and youth community to enhance their skills and knowledge and employability.
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Foresight College of Commerce  
Pune



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Dnyanoday Prashikshan Sevabhavi Sanstha's  
Foresight College of Commerce, Pune

*[Handwritten Signature]*



First Party

GGC'S PRACTICAL TRAINING ACADEMY  
Private Limited

*[Handwritten Signature]*



Second Party

*[Handwritten Signature]*

Principal  
Foresight College of Commerce  
Pune

store, and once all formalities are completed, then a unique user ID and password would be created for each enrolled student.

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4.1 This Agreement will be valid till 1 academic year from the date of signing until it is expressly terminated by either Party on mutually agreed terms, during which GGC'S PRACTICAL TRAINING ACADEMY PRIVATE



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Principal  
Foresight College of Commerce  
Pune



5.2 Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at Mumbai. This understanding is to be construed in accordance with Indian Law with exclusive jurisdiction in the Court of Mumbai.

Name of City -

Pune AGREED

For

Dnyanoday Prashikshan Sevabhavi Sanstha's  
Foresight College of Commerce, Pune

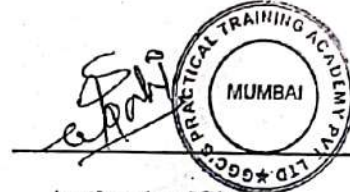
*[Handwritten Signature]*



Authorized Signatory

For

GGC'S PRACTICAL TRAINING  
ACADEMY PRIVATE LIMITED



Authorized Signatory -

Dnyanoday Prashikshan Sevabhavi Sanstha's Foresight College of Commerce, Pune YMCA Complex, 382, New Rastapeth, Quarter gate Pune 411011	GGC'S PRACTICAL TRAINING ACADEMY PRIVATE LIMITED 201, Cecil Court, Behind Taj Mahal Palace, Colaba, M umbai, Maharashtra-400001
Contact Details - 9764445481	Contact Details - 7028053077
Email - info@dpss.co.in	Email - contact@virtualggc.com
Web: https://fccpune.com/	Web: www.ggcpta.com

Witness 1: *[Handwritten Signature]*

Witness 2: *[Handwritten Signature]*

*[Handwritten Signature]*

Principal  
Foresight College of Commerce  
Pune



## Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is made on this 01 September 2024, by and between: Dnyanoday Prashikshan Sevabhavi Sanstha's, Foresight College of Commerce, Pune represented by its Principal, having its registered institution at Address:- 382, YMCA Complex, New Rasta Path, Quarters Gate, Pune 411011. Hereinafter called as "College" (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"*.



### WHEREAS:

#### 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

[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

Magic Bus Center for Learning & Development, Karjat, Maharashtra

Magic Bus UK- London, Magic Bus USA- New York, Magic Bus Singapore, Magic Bus Germany

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Foresight College of Commerce  
Pune

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- 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) Dnyanoday Prashikshan Sevabhavi Sanstha's, Foresight College of Commerce, Pune has approached Magic Bus with the intent to conduct the course developed by Magic Bus Foundation, at its centers listed in the MOU 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:

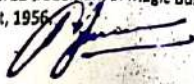
1. NATURE OF WORK

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.



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## 2. TERM:

This Agreement is valid for 12 Months starting from 01.09.2024 to 30.08.2025 and can be extended on mutual agreement of both the parties.

## 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:

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- 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:

##### MAGIC BUS INDIA FOUNDATION

CIN: U91110MH2001NPL130853

Office No 407/412, 4<sup>th</sup> Floor,  
Decision Tower,

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- 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, 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:

Dnyanoday Prashikshan Sevabhavi Sanstha's, Foresight College of  
 Commerce, Pune . Shailesh Mehta , Secretary, DPSS,s  
 Phone: - 9764445481  
 E-mail:- info@dpss.co.in



(b) Magic Bus India Foundation at:-

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



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*(Signature)*

Principal  
 Foresight College of Commerce  
 Pune





E-mail: [nikhil.pawar@magicbusindia.org](mailto:nikhil.pawar@magicbusindia.org), [vaswant.janave@magicbusindia.org](mailto:vaswant.janave@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
  - 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.

#### MAGIC BUS INDIA FOUNDATION

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Office No 407/412, 4<sup>th</sup> Floor,  
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Foresight College of Commerce

28 Pune



- 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.

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.

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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.



Principal  
Foresight College of Commerce  
Pune

Annexure I

**MAGIC BUS INDIA FOUNDATION**

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MAGIC BUS FOUNDATION Approved Courses to be run Dnyanoday Prashikshan Sevabhavi Sanstha's, Foresight College of Commerce, Pune 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.

IN WITNESS WHEREOF the Parties have by duly authorized representatives Dnyanoday Prashikshan Sevabhavi Sanstha's, Foresight College of Commerce, Pune their respective hands and seal on the date first above written in the presence of:

Signed by:

*Quenta*

Secretary  
College of  
Commerce, Pune  
(FIRST PARTY)

Signed By

Principal , Foresight  
Foresight College  
of Commerce,  
Pune.

Signed by:

*Nikhil Pawar*

For and on behalf of  
Mr. Nikhil Pawar  
(Project Manager-CWW)

MAGIC BUS FOUNDATION



Witness :-

- 1.
- 2.

*[Signature]*

Principal  
Foresight College of Commerce  
Pune



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## Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is made on this 01 September 2024, by and between: Dnyanoday Prashikshan Sevabhavi Sanstha's, Foresight College of Commerce, Pune represented by its Principal, having its registered institution at Address:- 382, YMCA Complex, New Rasta Path, Quarters Gate, Pune 411011. Hereinafter called as "College" (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".



  
Principal  
Foresight College of Commerce  
Pune

### WHEREAS:

**MAGIC BUS INDIA FOUNDATION**  
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- 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.
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- 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.
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- ii. This Agreement does not constitute a trademark or service mark license by either party to either 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 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:

##### 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

Magic Bus Center for Learning & Development, Karjat, Maharashtra

Magic Bus UK- London, Magic Bus USA- New York, Magic Bus Singapore, Magic Bus Germany

[facebook.com/magicbusindia](https://www.facebook.com/magicbusindia) [twitter.com/magicbusindia](https://twitter.com/magicbusindia) [youtube.com/magicbusin](https://www.youtube.com/magicbusin)

Magic Bus is the registered trademark of Magic Bus India Foundation, a non-profit organization registered u/s 25 of Companies Act, 1956.



Principal  
Foresight College of Commerce  
Pune

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- 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, 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:

Dnyanoday Prashikshan Sevabhavi Sanstha's, Foresight College  
 Commerce, Pune . Shailesh Mehta , Secretary, DPSS,s  
 Phone: - 9764445481  
 E-mail:- info@dpss.co.in



(b) Magic Bus India Foundation at:-

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

*[Signature]*  
 Principal  
 Foresight College of Commerce  
 Pune



**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  
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 info@magicbusindia.org  
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 Belapur Road, Airoli, Navi Mumbai - 400708  
 Tel: +91 22 8243 4848 FAX: +91 22 8243 4823  
**Magic Bus Regional offices India:** Mumbai, Delhi, Hyderabad, Bangalore, Chennai,  
 Kolkata **Magic Bus Center for Learning & Development:** Karjat, Maharashtra  
**Magic Bus UK-** London, **Magic Bus USA-** New York, **Magic Bus Singapore,** **Magic Bus Germany**  
 facebook.com/magicbusindia twitter.com / magicbusindia youtube.com/ magicbusin  
**Magic Bus** is the registered trademark of Magic Bus India Foundation, a non-profit organization  
 registered w/s 25 of Companies Act, 1956



E-mail: [nikhil.pawar@magicbusindia.org](mailto:nikhil.pawar@magicbusindia.org), [vaswant.ianave@magicbusindia.org](mailto:vaswant.ianave@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
    - 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.
  - iii. Upon termination, college shall forthwith return, without any delay, all unutilized courseware to MAGIC BUS, without claiming any right whatsoever on the same.
- 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.



**MAGIC BUS INDIA FOUNDATION**  
 CIN: U91110MH2001NPL130853  
 Office No 407/412, 4<sup>th</sup> Floor,  
 Decision Tower,  
 Pune Satara Road, Bibnewadi  
 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)

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[facebook.com/magicbusindia](http://facebook.com/magicbusindia) [twitter.com/magicbusindia](http://twitter.com/magicbusindia) [youtube.com/magicbusin](http://youtube.com/magicbusin)  
 Magic Bus is the registered trademark of Magic Bus India Foundation, a non-profit organization registered u/s 25 of Companies Act, 1956.

*(Signature)*

Principal  
Foresight College of Commerce  
Pune

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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.

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.



**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 48667533  
 FAX: +91 22 4333 9394  
 info@magicbusindia.org  
 www.magicbus.org

Registered Office: Magic Bus India Foundation, Unit No. 301, 3rd Floor, Reliable Plaza, Thane Belapur Road, Alroli, Navi Mumbai - 400708  
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 Magic Bus Center for Learning & Development, Karjat, Maharashtra  
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*[Signature]*

Principal

38 Foresight College of Commerce  
 Pune



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.

Principal  
Foresight College of Commerce  
Pune



Annexure I

**MAGIC BUS INDIA FOUNDATION**  
CIN: U91110MH2001NPL130853  
Office No 407/412, 4<sup>th</sup> Floor,  
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Pune Satara Road, Bibwewadi  
Pune - 411 038, Maharashtra  
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[facebook.com/magicbusindia](https://facebook.com/magicbusindia) [twitter.com / magicbusindia](https://twitter.com/magicbusindia) [youtube.com/ magicbusin](https://youtube.com/magicbusin)  
Magic Bus is the registered trademark of Magic Bus India Foundation, a non-profit organization registered u/s 25 of Companies Act, 1956.





MAGIC BUS FOUNDATION Approved Courses to be run Dnyanoday Prashikshan Sevabhavi Sanstha's, Foresight College of Commerce, Pune 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.

IN WITNESS WHEREOF the Parties have by duly authorized representatives Dnyanoday Prashikshan Sevabhavi Sanstha's, Foresight College of Commerce, Pune their respective hands and seal on the date first above written in the presence of.

Signed by:

Secretary  
College of  
Commerce, Pune  
(FIRST PARTY)

Signed By

Principal , Foresight  
Foresight College  
of Commerce,  
Pune.

Signed by:

For and on behalf of  
Mr. Nikhil Pawar  
(Project Manager-CWW)

MAGIC BUS FOUNDATION



Witness :-

- 1.
- 2.

Principal  
Foresight College of Commerce  
Pune



MAGIC BUS INDIA FOUNDATION  
CIN: U91110MH2001NPL130853  
Office No 407/412, 4<sup>th</sup> Floor, Decision  
Tower,  
Pune Salara Road, Bibwewadi  
Pune - 411 038, Maharashtra  
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facebook.com/magicbusindia twitter.com/magicbusindia youtube.com/magicbusin  
Magic Bus is the registered trademark of Magic Bus India Foundation, a non-profit organization  
registered u/s 25 of Companies Act, 1956.

# MEMORANDUM OF UNDERSTANDING (MOU)

Between

Foresight College of Commerce,  
Pune

and

Pratham InfoTech Foundation



Principal  
Foresight College of Commerce  
Pune



## Memorandum of Understanding

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into as on September 2024 to August 2027.

Between

**Foresight College of Commerce** with its registered address at YMCA Complex New Rasta Peth Near Quarter Gate Pune-11(MH), the First Party represented herein by its authorized signatories, **Mr. Shallesh G Mehla Secretary**, (hereinafter referred to as "**Pune (Foresight College of Commerce)**"), the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, representatives, employees, administrators and assigns).

And

**Pratham InfoTech Foundation, Mumbai** the Second Party, and represented herein by its Operation Lead and representative **Ms. Sonali Dhavan**, (hereinafter referred to as "**Pratham InfoTech Foundation, PIF**" or organization which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

**Foresight College of Commerce and Pratham InfoTech Foundation** are hereinafter jointly referred to as "Parties")

Whereas:

1. Both parties, **Foresight College of Commerce and Pratham InfoTech Foundation** believe that collaboration and cooperation between themselves will promote more effective use of each of their resources and provide each of them with enhances opportunities.
2. The Parties intend to cooperate and focus their efforts on cooperation within area of Empowerment Programs through IBM Skills Build workshops and awareness campaign.

Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest:

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

Clause 1: Cooperation

1. Both parties are united by common interests and objectives to empower youth/students, and they shall establish channels of communication and cooperation that will promote and advance their respective operations within the institutions and its related wings.
2. **Foresight College of Commerce and Pratham InfoTech Foundation** cooperation will facilitate effective utilization of the subject matter expert and intellectual capability of students at All Department, providing significant inputs in developing suitable ecosystem, keeping in mind the needs of the industry.



Principal  
Foresight College of Commerce  
Pune

42

Clause 2: Scope of MOU (Statement of work)

1. Guest Lectures/Visiting Faculty: **Pratham InfoTech Foundation** to extend the necessary support to deliver guest lecturers to the students of **Foresight College of Commerce** on the technology trends, emerging technologies, IT skills, IT recruitment and training, methodologies and in-house requirements.
2. **Pratham InfoTech Foundation** will help with course completion of the students and placement support to students of **Foresight College of Commerce**, as and when required in tune with the Industry-Academic Relations.
3. **Pratham InfoTech Foundation** will be arranging 25 days training IT skill, Soft Skill & employability skill session in college.
4. **Foresight College of Commerce** will assign a teacher/ professor in the classroom during session for crowd management.
5. Both parties to obtain all internal approvals, contents, permissions and licenses of whatsoever nature required for offering the Programs on the terms specified herein.
6. It would be non-commercial agreement between **Foresight College of Commerce** and **Pratham InfoTech Foundation**

Clause 3: Intellectual Property

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, inventions, patents, copy rights and designs) of the other Party.

Both parties will respect each other's Privacy and IPR policies without any violation. In case of any violation of IPR, the MOU would be terminated immediately.

Clause 4: Relationship Between the Parties

It is expressly agreed that **Foresight College of Commerce** and **Pratham InfoTech Foundation** are acting under this MOU as independent organizations, and the relationship established under this MOU shall not be construed as a partnership but shall be considered on the Joint Collaboration for Up skilling of student and placement support.

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. 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.

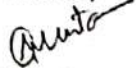


Principal  
Foresight College of Commerce  
Pune



Agreed By:

For the First Party



Mr. Shailesh G Mehta

Secretary

Foresight College of Commerce

For the Second Party

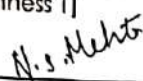
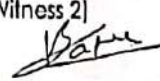


Ms. Sonali Dhavan

Operation Lead

Pralham InfoTech Foundation

Witness and Team in charge

[Witness 1] 	[Witness 2] 	[Witness 3]
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Seal and Stamp

For First Party



Seal and Stamp

For Second Party



Principal  
Foresight College of Commerce  
Pune

# MEMORANDUM OF UNDERSTANDING (MOU)

Between

**Foresight College of Commerce,  
Pune**

and

**BENCHMARK MARCOM, PUNE**



A handwritten signature in blue ink, likely belonging to the Principal of Foresight College of Commerce, Pune.

Principal  
Foresight College of Commerce  
Pune



### Memorandum of Understanding

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into as on 23 rd August 2023 to 23 rd August 2025.

Between

**Foresight College of Commerce** with its registered address at **Pune**, the First Party represented herein by its authorized signatories, **Mr. Shallesh G Mehta Secretary**, (hereinafter referred as "**Pune (Foresight College of Commerce)**"), the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, representatives, employees, administrators and assigns).

And

**Benchmark Marcom, Pune** the Second Party, and represented herein by its **Operation Lead** and representative **Ms. Sonali Dhavan**, (hereinafter referred to as "**Benchmark Marcom, Pune**" or organization which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

**Foresight College of Commerce** and **Benchmark Marcom, Pune** are hereinafter jointly referred to as "Parties")

Whereas:

1. Both parties, **Foresight College of Commerce** and **Benchmark Marcom, Pune** believe that collaboration and cooperation between themselves will promote more effective use of each of their resources and provide each of them with enhances opportunities.
2. The Parties intend to cooperate and focus their efforts on cooperation within area of Empowerment Programs through IBM SkillsBuild workshops and awareness campaign.

Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest:

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

Clause1: Cooperation

1. Both parties are united by common interests and objectives to empower youth/students, and they shall establish channels of communication and cooperation that will promote and advance their respective operations within the institutions and its related wings.
2. **Foresight College of Commerce** and **Benchmark Marcom, Pune** cooperation will facilitate effective utilization of the subject matter expert and intellectual capability of students at All Department, providing significant inputs in developing suitable ecosystem, keeping in mind the needs of the industry.



Principal  
Foresight College of Commerce  
Pune

46

Clause 2: Scope of MOU (Statement of work)

1. Guest Lectures/Visiting Faculty: **Benchmark Marcom, Pune** to extend the necessary support to deliver guest lecturers to the students of **Foresight College of Commerce** on the technology trends, emerging technologies, IT skills, IT recruitment and training, methodologies and in-house requirements.
2. **Benchmark Marcom, Pune** will help with course completion of the students and placement support to students of **Foresight College of Commerce**, as and when required in tune with the Industry-Academic Relations.
3. **Benchmark Marcom, Pune** will be arranging 25 days training IT skill, Soft Skill & employability skill session in college.
4. **Foresight College of Commerce** will assign a teacher/ professor in the classroom during session for crowd management.
5. Both parties to obtain all internal approvals, contents, permissions and licenses of whatsoever nature required for offering the Programs on the terms specified herein.
6. It would be non-commercial agreement between **Foresight College of Commerce** and **Benchmark Marcom, Pune**

Clause 3: Intellectual Property

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, inventions, patents, copy rights and designs) of the other Party.

Both parties will respect each other's Privacy and IPR policies without any violation. In case of any violation of IPR, the MOU would be terminated immediately.

Clause 4: Relationship Between the Parties

It is expressly agreed that **Foresight College of Commerce** and **Benchmark Marcom, Pune** are acting under this MOU as independent organizations, and the relationship established under this MOU shall not be construed as a partnership but shall be considered on the Joint Collaboration for Up skilling of student and placement support.

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. 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.



Principal  
Foresight College of Commerce  
Pune



Agreed By:  
For the First Party

For the Second Party

Mr. Shailesh G Mehta  
Secretary  
Foresight College of Commerce  
Witness and Team In charge

Ms. Sonali Dhavan  
Operation Lead  
Benchmark Marcom, Pune

[Witness 1]	[Witness 2]	[Witness 3]
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Seal and Stamp  
For First Party



Seal and Stamp  
For Second Party

Principal  
Foresight College of Commerce  
Pune