

# Memorandum of Understanding

This Memorandum of Understanding (MOU) signed this December 2023

## Parties to this MOU:

### Delphi Convergen Services LLP

A company registered under the Companies Act 1956, India having its registered office at Shalini Palace, Plot No 81/83, 2nd Floor, Bhavani Shankar Rd, Dadar West, Mumbai, Maharashtra 400028, India (Hereinafter referred to as 'DELPHI ')

## AND

### Pratibha Institute of Business Management

Situated at: Chinchwad Station Road, Chinchwad East, Near Kalbhor Nagar & Pimpri, MIDC, Pune, Maharashtra- 411019 (Hereafter referred as PIBM/ Party). PIBM have been established with the objective of creating centers of excellence for education in the field of Management. We visualize that a social transformation can be brought about through the medium of dynamic education. 'PIBM'

## Purpose:

PIBM wish to engage to offer different training programs, to the students of Management faculty. PIBM had preliminary discussions in this matter and had principally agreed to work together on the terms and conditions as set out in this MOU.

## WHEREAS

### A. DELPHI:

1. Is one of the leading suppliers of services and training in relation SAP/ERP with reputation and valuable goodwill of 25 years in the name and logo of "Delphi Computech".
2. Is an award-winning Education partner and a Business partner of SAP in India
3. Have trained more than 20,000 professionals in the last 25 years
4. Expertise in delivering customised training for colleges and corporate in IT & SAP.
5. Striving to take various initiatives to complement and enhance its Educational, Resourcing and Consulting excellence.

### B. PIBM:

1. Kamala Education Society's Pratibha Institute of Business Management has state of the art research, infrastructural, sports, cultural facilities, campus providing excellent academic ambience for its students making it one of the sought.
2. The institute is also affiliated under AICTE, DTE, Government of Maharashtra and Savitribai Phule Pune University.



## **Responsibilities/ Areas of Co-operation:**

### **1. DELPHI :**

- a. Provide different training programs, to the students of PIBM.
- b. Conduct awareness workshops for new/ prospective candidates
- c. Guide registered students to choose the appropriate training according to his/ her stream
- d. Enrol candidates for training. Collect fees from candidates.
- e. Ensure effective delivery of these training Courses in Online mode.
- f. Provide a "Certificate of Participation" to each of the students who have completed course with minimum 75% attendance, reported by PIBM & subject to 100% of the fees is paid.
- g. Provide Students with FREE Placement Assistance for 6 months from the date of successful clearance of OEM Certification & subject to 100% of the fees is paid.

### **2. PIBM:**

- a. PIBM authorizes DELPHI to use PIBM brand & logo for marketing purpose.
- b. PIBM to market these trainings along with the college marketing in digital and print media.
- c. PIBM will protect DELPHI & other OEM's, proprietary Intellectual Property.
- d. All marketing collateral, material and activities about these trainings should be prior approved by DELPHI.
- e. Usage of content to be accessed by the PIBM registered students only.
- f. Candidate Once registered Fees cannot be returned. PIBM / Student cannot demand refund of fee.
- g. PIBM shall provide list of students registered as per demand.
- Attendance of the candidates attending from Labs of PIBM will be ensured by PIBM all the time and will be shared with DELPHI on weekly basis.
- Provide staff support for day-to-day administration, Hardware and the infrastructure maintenance.
- Provide IT labs containing Internet Connectivity, Electricity, UPS, Inverter and/or other utilities as may be required.
- Provide Guest House/ Accommodation to the faculties near the college campus, whenever required.

## **Other terms:**

### **A. Termination of this MOU**

1. Termination for Convenience: Either party may terminate the MOU for convenience upon one hundred and fifty (150) days prior written notice.



2. You expressly acknowledge and agree that a breach of any of the provisions of any clause C (1) & C (2) given here below under the "Intellectual Property" shall constitute a material breach, and shall be grounds for termination by Delphi of this MOU with immediate effect.

**B. Effect of Termination**

1. In case this MOU is terminated, new admission process will be immediately seized.
2. The MOU shall remain operational till all the students enrolled complete their course.
3. After this MOU is terminated, both parties would be entitled to receive all the assets, furniture and fixtures if they are owned by them.

**C. INTELLECTUAL PROPERTY:**

1. PIBM agrees not to alter, cease or overprint any of the marks of Delphi and recognises Delphi's ownership and title to trade names and Marks the goodwill attached to the trade names and Marks. PIBM agrees that any goodwill which accrues because of its use of the trade names and/or Marks will become Delphi's property. PIBM agrees not to contest Delphi's marks or trade names, or make application for registering any Delphi Marks without Delphi's prior written consent.
2. During the term or after termination of this MOU, parties shall not use any business trade or industrial information of each other, which may come to its knowledge in connection with its activities, nor make such information available to third parties.
3. As it is Delphi's Intellectual property hence recording the training session through any device is strictly prohibited.
4. All the verbal & written (email) communication will be treated confidential, between the parties.

**D. Non Disclosure:**

The Non-Disclosure Agreement forms part of this MOU which will be signed by both parties.

**E. Renewal:**

Both parties can renew this MOU on mutual consensus.

**F. Operating Premises:**

The operations of training courses shall be undertaken in Online mode only.

**G. Confidentiality:**

During the continuance of this assignment and thereafter parties shall keep all secrets and will not divulge to any person, or company whatsoever (other than to the Directors of the Company or their authorized representatives) about contents of this MOU, various terms and conditions agreed, and also all other secrets and confidential information concerning its business or affairs of





any of its associates or branches, their customers or suppliers.

**H. Disputes**

All disputes arising out of or in connection with this MOU shall be settled through mutual negotiation failing which, will be finally settled as per the Arbitration and Conciliation Act, 1996 & rules formed there under. The arbitration will be referred to a sole arbitrator appointed by mutual consent of the Parties. The place of arbitration will be Pune, India. The language of the arbitration shall be English.

**I. Amendments**

Any amendments to this MOU shall be by mutual consent by the parties and shall be in writing and shall be signed by both the parties to this MOU.

**J. Successors and Assigns**

This MOU shall not be assigned by PIBM to any party under any circumstances. Any deviation or violation of this condition will constitute a material breach of this MOU and shall be a ground for termination of this MOU at the discretion of Delphi.

**K. Scope of this MOU**

This MOU does not constitute any assignment or partnership in relation to Delphi's any other Training business.

**L. Term:**

This MOU will be valid for the period of 24 months from the date of signing. Both parties can renew this MOU on mutual consensus.

**All correspondence to DELPHI will be at the following address:**

**Delphi Computech Pvt. Ltd.**

201A, Indira Building, Bhandarkar Road, Pune 4

Email id: dev@delphicomputech.com *vikram@delphicomputech.com*

**All correspondence to PIBM will be at the following address**

**Pratibha Institute of Business Management**

Chinchwad Station Road, Chinchwad East, Near Kalbhor Nagar & Pimpri, MIDC, Pune, Maharashtra-411019.

Email- info@kes.org.in



In witness whereof the parties have signed this Memorandum of Understanding on the 22 day of December 2023:

Signed by the parties on the date herein above mentioned

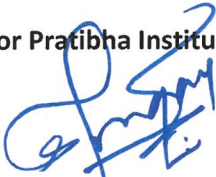
For Delphi convergen Services LLP.



Vikram Kelkar (DGM, Finance)



For Pratibha Institute of Business Management



Dr. Sachin Borgave

Director



Witness:



Prof. Gururaj Dangare

HOD-MBA, PIBM, Pune



Mr. Shrikant Bidwai

Sr. Manager- Corporate & Enterprise, Delphi Computech, Pune