MoU

Between

First Forum

And

ZIBACAR

ZEAL INSTITUTES

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NARHE I PUNE I INDIA

Re-defining Exellence

Memorandum of Understanding

This Memorandum of Understanding (MoU) is made on this 19th day of November 2021.

By and Between

Zeal Education Society's **Zeal Institute of Business Administration , Computer Application& Research (ZIBACAR MBA/MCA program)** approved by AICTE, New Delhi, recognized by DTE, Govt. of Maharashtra and affiliated to Savitribai Phule University of Pune, having its Head Office at Narhe, Pune - 411041, India - (Hereinafter referred to as **ZIBACAR** which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) OF THE FIRST PART

And

First Forum having its office at Kokate Sadan, 828, Sadashiv Peth, Pune-411030(hereinafter referred to as "**First Forum**" which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its trustees, successors and permitted assigns) OF THE OTHER PART.
(Both hereinafter referred to individually as "Institute" or together as "Organization")

Whereas, ZIBACAR. and First Forum propose to sign Memorandum of understanding

For

1) Faculty Exchange Programs
2) Training (Technical & Non-Technical)
3) Placement Assistance
4) Academic Conferences, Seminar, Events & Activities etc
5) Providing Guest Lectures etc

To establish a **Center of Excellence** to build a strong bond with each other and facilitate initiation of mutually beneficial activities in the field of Academic, Technical, Managerial and Social Knowledge Sharing, optimization of resources, educational enhancement, expertise augmentation and become a role model for any Inter Institutional & Industries-Institutes Interaction.
Now, both the parties agrees as follows:

OBJECTIVE:

To involve "ZEAL's **ZIBACAR"** and **"First Forum"** to achieve academic excellence and to engage in the following activities:

1) **Faculty exchange program:**
   a) To share practical knowledge in the field of IT, HR, Finance, Operations, Marketing and other fields of Management.
   b) To design and arrange Management Development Program (MDP), Faculty Development Program (FDP) and Staff Development Program (SDP) on latest trends and demands of Industries.

2) **Resource sharing:**
   a) To share facility and infrastructure for multiple events such as Seminar, Conferences, etc.
   b) To make available Library area, Computer Labs, Seminar Hall, Sports ground to conduct training programs for students and/or faculties.

3) **Student exchange program:**
   a) To arrange for Placement drives & Internship opportunities for students.
   b) To support students for Product Research and Project Development.
   c) To extend invitation for sessions of eminent speakers from industries and expert faculty members from the institute.

4) **Other collaborations:**
   a) To jointly promote Corporate Social Responsibility.
   b) To collaborate for multi-disciplinary research, consultancy and Projects.
   c) To encourage faculty members and students to participate in high end programs like National/ International Conferences, Seminars, FDP's, Workshops,

5) Any other initiative, activity or program not specified above to be mutually discussed and agreed upon after due approvals.

ACTION PLAN:

1) A Committee shall be formed under the joint leadership of Director of "ZEAL's **ZIBACAR"** and Director of **"First Forum"**. The committee shall maintain Minutes of Meeting.
2) Each institute shall designate a liaison officer to develop and coordinate the specific activities agreed upon.
3) The committee shall meet once in a quarter to plan activities, assign responsibilities, obtain internal approvals in case costs are involved and take them to satisfactory conclusion.
4) **Joint Certification:** At the time of any joint exercise, the participant will be issued a certificate of merit duly signed by both Institutes.

TERMS AND CONDITIONS:

1. The purpose of this Memorandum of Understanding is only to express the intentions of the Institutes and is not intended to be legally bound on either party.

2. The terms of cooperation for each specific activity contemplated under this Memorandum of Understanding including costs involved shall be mutually discussed and agreed upon in writing by both Institute and organization prior to the initiation of that activity.

3. This Memorandum of Understanding imposes no financial obligations on either party.

4. Each party recognizes that the other party has, may have or will have arrangements of a similar or different nature with other institution/ organization.

5. Each party shall keep confidential any information that it receives from the other party. Publication of any material that is jointly developed by both Institute and organization will be considered as confidential and will not be shared in any public forum or with any third party, without prior consent / approval of the other in writing, obtained from the authorized signatory.

6. This memorandum shall remain in effect for the period of one year from the date of its execution by both Institute and organization. Either Party may terminate this Memorandum of Understanding by giving seven days' notice in writing to the other Party.

7. The terms of cooperation may be extended beyond the terms mentioned in this Memorandum of Understanding, on the basis of discussion and upon mutual agreement between both Institute and organization.

MISCELLANEOUS:

a) **Invalidity:**
If any provision of this MoU, or any portion thereof, is held to be invalid or unenforceable under any applicable statute or rule of law, then that provision or portion notwithstanding, this MOU will remain in full force and effect and such provision or portion will be deemed omitted and this MoU will be construed as if such invalid or unenforceable provision or portion had not been contained herein.

b) **No Waiver:**
No term or provisions hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing, signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

c) **Entire Agreement:**
This MOU states the entire understanding between the Institutes on this subject and supersedes all prior negotiations, understandings, and agreements between the Institutes concerning the subject matter. No amendment or modification of this MOU shall be made except by a writing signed by both Institute and organization.

d) **Independent Contractors:**
This MoU shall not constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind. Neither Party shall have the authority to bind the other without the prior written approval of the other in each and every case other than as specifically provided for in this MoU.

e) **Force Majeure:**
Neither Party shall be liable to the other for failing to perform its obligations under this MoU because of circumstances beyond the control. Such circumstances shall include, but not be limited to, any acts or omissions of any government or governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, delays in transportation or deliveries of supplies or materials, acts of God, computer hardware, software and telecommunications failure or any events reasonably beyond the control of such Party.

f) Dispute Resolution:

Any disputes or differences with respect to or in relation with this MoU shall be settled by mutual discussions of the Institute and organization within a period of thirty (30) days. In case Institute/ organization fail to amicably settle the disputes or differences within the aforesaid period, this MoU shall stand terminated.

In witness thereof, **"First Forum"** and ZEAL's **ZIBACAR** have caused this Memorandum of Understanding to be executed by their duly authorized representatives, on the date, month and year hereinabove mentioned.

For First Forum

Authorized Signatory

Name: Dr. Girish Telang

Designation: Founder

Place: Pune

Date:19th November 2021

Witness

Name: Mr. Deepak Shinde

Designation: co-faculty

Place: Pune

Date: 19th Nov. 21.

For Zeal Education Society's, *ZIBACAR*

Authorized Signatory

Name: Dr. Rajesh Kashyap

Designation: Director ZIBACAR.

Place: Pune.

Date: 19th November 2021

Witness

Name: Dr. Ashish Vyas

Designation: Assistant Professor

Place: Pune.

Date: 19th November 2021