



महाराष्ट्र MAHARASHTRA

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WS 823150

एम्पा कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासुन ६ महिन्यात यापुढे ६ बंधनकारक आहे

अनु.क्र. ४२९०२ दि. २६/२/२०२० मु.शु.सं. ९००१  
 दस्तावा प्रकार ऑफिसीयल  
 दस्ता नोंदणी करणार आहेत का? हो/नाही.  
 यिलकरीचे वर्णन  
 मुद्रांक विकत घेणाऱ्याचे नाव प्राचार्य, सी. रान. रावळ  
 पत्ता डेक्कन जिमखाना पुणे-४  
 दुसऱ्या पक्षकाचा वे पत्ता



मुद्रांक विकत घेणाऱ्याची सही १२७४ शिवकीर्णार पुणे नववा सगर  
 सानेश्वर खरोले, डेक्कन जिमखाना पुणे-४  
 श.सं. १२७४ शिवकीर्णार पुणे नववा सगर

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is signed between Logistics Sector Skill Council (LSC) - established by the Ministry of Skill Development and Entrepreneurship (MSDE) through National Skill Development Corporation of India (NSDC) - having its registered office at 'Temple Towers', 476, Anna Salai, Nandanam, Chennai – 600035 represented by its Chief Executive Officer Capt. T.S. Ramanujam as the First Party

FIRST PARTY

SECOND PARTY

and

*Deccan Education Society's B.M. College of Commerce, 845, Shivajinagar, Pune – 411 004*  
represented by Dr. Shrikrishna N. Kanetkar, Secretary, Deccan Education Society as the Second Party.

Whereas

The First Party, with the objective of creating manpower with necessary Knowledge, Skill, and Attitude for employment in Logistics Sector, has designed many education programmes with embedded Apprenticeship Training, and conducts the same in collaboration with appropriate institutions.

The Second Party is desirous of launching apprenticeship-based BMS Degree Programme in E-Commerce Operations, from the Academic Year 2020-21 in collaboration with LSC.

Therefore, this agreement is entered into between the First Party and the Second Party for a term of five years, that is the term required for completion of the three-year UG programme by three consecutive batches of students admitted from the Academic Year 2020-21.

THE PARTIES AGREE AS FOLLOWS:

**Purpose:**

1. The objective of this Agreement is to launch and efficiently conduct apprenticeship-based BMS Degree Programme in E-Commerce Operations, as mentioned in Appendix A (hereinafter referred as 'Degree') from the Academic Year 2020-21 at the premises of the Second Party in collaboration with the First Party.

**Obligations of the First Party:**

2. Register the Second Party as a Collaborating Institution;
3. Develop and continuously improve an appropriate curriculum that ensures imparting of Knowledge, Skill, and Attitude in students undergoing the Degree.
4. Provide to the Second Party the scientifically developed and continuously improved curriculum for implementation;
5. Allow the Second Party to use LSC logo, and mention 'in collaboration with LSC' in all its promotional materials / stationery;

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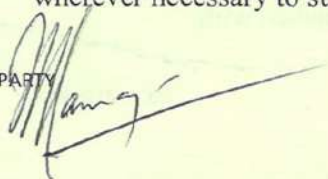


6. Train the faculty members of the Second Party handling the Degree in the contemporary Teaching-Learning Process for teaching Logistics courses;
7. Provide faculty members and students of the Second Party access to online learning materials;
8. Source apprenticeship assignment in Fifth & Sixth Semesters of BMS Degree to all registered students studying in the Second Party;
9. Ensure all student-apprentice of the Second Party get monthly stipend during the apprenticeship period as per the provisions of Apprentices Act, 1961;
10. Continuously Assess the performance of students in Apprenticeship, share the assessment results with the Second Party, and issue Apprenticeship Completion Certificate to students of Second Party who successfully complete the Apprenticeship;
11. Offer appropriate number of Allied Courses in each Even Semester, deliver them online, assess, and issue Completion Certificates;
12. Ensure all registered students of the Degree in the Second Party, on their successful completion of the Degree, are placed at a level commensurate their capability in Logistics Sector;
13. Make available to the Second Party a Regional Panel of Experts for teaching and assessment;
14. Make Annual Assessment of Academic Process (AAAP) of the Degree in the Second Party, and facilitate it to continuously improve the process with the objective of graduating industry-relevant manpower;
15. Perform such other duties as may be mutually agreed with the Second Party.
16. The First Party commits that the Excess of Income over Expenditure under this Project, if any, would be used to strengthen education & training processes in Logistics Sector.

**Obligations of the Second Party:**

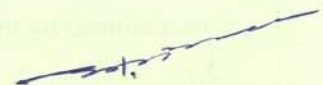
17. The Second Party shall take appropriate steps to get the Degree approved by various academic bodies like Board of Studies, Academic Council, and University to which it is affiliated/attached with.
18. The Second Party and/or the University to which it is affiliated/attached with may modify the Model Regulations and Curriculum, which would be shared after signing MoU by the First Party, wherever necessary to suit the local requirements without altering the basic structure and focus of the programme.
19. The Second Party and/or the University to which it is affiliated/attached with may modify the suggested evaluation/assessment criteria (as given in the Model Curriculum) wherever necessary to suit its norms, standards, and practices.

FIRST PARTY



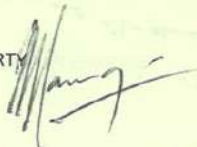
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SECOND PARTY



20. The Second Party shall take a nominee of LSC as Member of the Board of Studies pertaining to the Apprenticeship-based UG Degree Programme in Logistics. The LSC nominee shall be invited to participate in the meetings of Board of Studies whenever convened.
21. The Second Party shall make available the necessary classrooms, faculty, library, and laboratory resources for the efficient conduct of the Degree.
22. The Second Party shall make available a Smart Class Room with specifications mentioned in Appendix B for online interactive lectures arranged by the First Party for the benefit of students pursuing the Degree, and the faculty.
23. The Second Party shall make admission of permitted number of students to the Degree, within the last date of admission as declared by the Second Party. Admission of candidates after the last date of admission is not permitted.
24. The Second Party may take necessary steps to popularise the Degree in the region where it operates and facilitate admission of passionate students to the extent of sanctioned intake capacity within the last date of admission.
25. The Second Party shall ensure admission of quality students who are willing to take up Apprenticeship Training as embedded in the Curriculum.
26. The Second Party shall obtain a Joint Undertaking, in the format provided by the First Party, signed by every admitted student and his/her parent on the compulsory nature of Apprenticeship Training as embedded in the Curriculum.
27. The Second Party shall ensure development of students worthy of both Apprenticeship Placement and Final Placement, in terms of vertical knowledge & soft skills.
28. The Second Party shall arrange for Guest Lectures by industry Experts once in every fortnight during each teaching Semesters. The First Party can facilitate, if required by the Second Party, engagement of relevant Subject Matter Experts on separate terms and conditions given in Appendix C.
29. The Second Party shall arrange for one Industry Visit for the students pursuing the Degree in each of the teaching Semesters.
30. The Second Party shall collect programme fee from students as per its norms or the norms of the University to which it is affiliated/attached with. However, the annual programme fee for all deliverables payable to the Second Party by each student shall not be more than Rs.1,00,000 (Rupees One Lakh only). The Fee Structure of the Degree shall be shared with the First Party by the Second Party. Any subsequent change in the Fee Structure effected by the Second Party shall be intimated to the First Party.
31. The Second Party shall make all other arrangements for the proper conduct of the Degree as necessitated by the University to which it is affiliated/attached with.

FIRST PARTY



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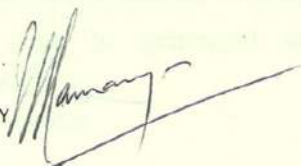


32. The Second Party shall periodically provide to the First Party all necessary data/information about the conduct of the Degree through LSC Portal.
33. The Second Party shall take up the Annual Assessment of Academic Process (AAAP) assisted by the First Party to continuously improve the process with the objective of graduating industry-relevant manpower.
34. The Second Party shall provide accommodation, hospitality, and local conveyance to the visiting experts (two experts per Batch of students) deputed by the First Party for AAAP.
35. The Second Party shall offer and conduct the Degree only at the agreed Centre. However, if the Second Party prefers, the First Party can facilitate conduct of the Degree in industry facilities - subject to availability – on separate terms & conditions. Offering the Degree in additional Centres is not permitted by the First Party, unless a written agreement is signed between the Parties.
36. The Second Party shall appoint and notify one Programme Coordinator & one Assistant Programme Coordinator for each Programme, and a Single Point of Escalation for all aspects of the MoU, who will interact / communicate with the First Party on a regular basis on matters relevant to the conduct of the Degree, provision of required information / data to the First Party, and for all aspects of the MoU.

**Faculty Training:**

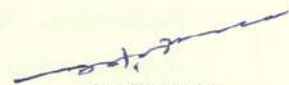
37. The First Party would provide training to the identified faculty members of the Second Party. Such training shall be conducted either at the premises of the Second Party or at a common place to facilitate participation by faculty members of other Collaborating Institutions.
38. The training shall be conducted in batches of 30 each. The First Party will train and make the staff of the Second Party conversant with teaching Logistics Courses.
39. The Second Party shall depute its faculty members for participation in all training programmes conducted by the First Party. Payment of nominal Participation Fee, and reimbursement of expenses for travel, boarding, & lodging of the deputed faculty members shall be taken care of by the Second Party.

FIRST PARTY



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**Caution Deposit:**

- 40. The Second Party agrees to make an interest-free & refundable Caution Deposit of Rs.150,000 (Rupees One Lakh Fifty Thousand only) per Degree Programme launched in collaboration with the First Party.
- 41. The Second Party agrees to make the payment of Caution Deposit on the date of signing the MoU by Demand Draft in favour of 'Logistics Sector Skill Council' payable at Chennai.
- 42. The interest-free caution deposit would be refunded when the MoU is cancelled / terminated by either Party.

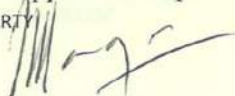
**Collaboration Fee:**

- 43. The Second Party agrees to make payment of Collaboration Fee, for offering the apprenticeship-based BBA / B.Com. Degree Programme in Logistics, to the First Party at the rate of 10% of annual programme fee collected from each student during the three years of study or Rs.10,000 per student per year, whichever is higher. The Second Party agrees to make online payment of Collaboration Fee through the LSC Portal in single instalment before the last working day of August every year.
- 44. The Second Party agrees to make online payment of Collaboration Fee through the LSC Portal in single instalment to the First Party for offering apprenticeship-based BMS Degree Programme as per the rates and schedule mentioned in the Table below.

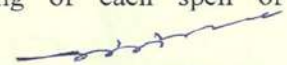
Year of Study	Collaboration Fee	Payment Schedule
First	7.5% of annual Programme Fee collected from each student or Rs.7,500 per student	Last Working Day of August
Second	7.5% of annual Programme Fee collected from each student or Rs.7,500 per student	August 15
Third	10% of annual Programme Fee collected from each student or Rs.10,000 per student	June 15

- 45. The rates of Collaboration Fee mentioned in 42 and 43 above are applicable for students admitted in the Academic Year 2020-21. The First Party reserves its right to revise the rates for future Batches of students in the light of any escalation in the cost involved for the process.
- 46. The Second Party shall enable each student in the Degree subscribes Insurance Policy to cover Mediciclaim, Personal Accident, and Workman Compensation during the Apprenticeship Period, costing Insurance Premium of about Rs.2,500 (as on the date of signing the MoU; likely to be changed in future as per the norms of IRDA).
- 47. The Second Party shall ensure payment by each student in the Degree to the First Party a nominal fee of Rs.2,000 (Rupees Two Thousand only) for Apprenticeship Registration, Facilitation, Assessment, and Certification at the beginning of each spell of Apprenticeship.

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**Term of MoU:**

48. The agreement shall be valid for Five years, that is the term required for completion of the three-year UG programme by three consecutive batches of students admitted from the Academic Year 2020-21.
49. Validity of agreement shall be extended for further period/batches on mutual consent between both Parties.

**Termination:**

50. The MoU would stand cancelled if the Degree, for which the MoU has been signed, has not been launched / implemented in the Academic Year mentioned in Clause 1 above.
51. The agreement might be revoked by either Party, if the term/s of this MoU is / are violated by either Party.
52. In the unlikely event of termination of MoU after the Degree has been launched / implemented, students pursuing the Degree in the Second Party where the agreement is revoked, will be allotted by the First Party to other Collaborating Institutions functioning in the same region.

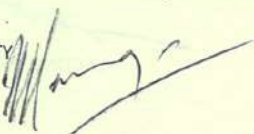
**Force Majeure:**

53. Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.
54. The First Party shall not be liable for penalty, liquidated damages or for default, if and to the extent that, its delay in performance or other failure to perform his obligations under the agreement is the result of an event of Force Majeure.
55. For purposes of this clause, "Force Majeure" means an event beyond the control of the First Party, not involving First Party, not involving the First Party's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, instances of wars or revolutions, fires, floods, epidemics, quarantine restrictions, and transport or freight embargoes that might have an impact on the performance of the First Party.

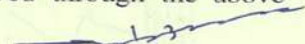
**Dispute Resolution:**

56. The Parties to the MoU shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with this Agreement.
57. Any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof, which cannot be resolved through the above

FIRST PARTY



SECOND PARTY



mentioned method, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitration shall be governed by the Chairman of Logistics Sector Skill Council.

58. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made thereunder shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof.

59. The Arbitration proceedings will be held at Chennai.

**Effective Date of Agreement:**

60. This Agreement shall be with effect from the date of signing this Agreement.

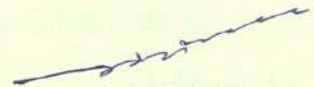
In WITNESS WHEREOF the Parties hereto have executed this Agreement

as of the day and year herein above written.

FIRST PARTY



SECOND PARTY





Signed by the authorised signatory of the 1<sup>st</sup> Party

Sign:



Name: Capt. T.S. RAMANUJAM

Designation: Chief Executive Officer

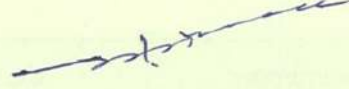
Address:

Logistics Sector Skill Council  
'Temple Towers'  
Anna Salai, Nandanam  
Chennai - 600035



Signed by the authorised signatory of the 2<sup>nd</sup> Party

Sign:



Name: Dr. Shrikrishna N. Kanetkar.

Designation: Secretary, Deccan Education Society

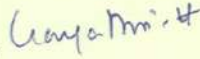
Address:

Fergusson College Campus  
Shivajinagar, Pune,  
Maharashtra 411004



Witness 1

Sign:



Name: Prof. Gayathri Harish

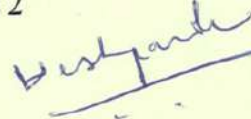
Designation: Consultant – Academia Linkage

Organisation: Logistics Sector Skill Council

Address: Nandanam, Chennai - 600035

Witness 2

Sign:



Name: Dr. Varsha Deshpande

Designation: Associate Professor

Organisation: Brihan Maharashtra College of Commerce Pune.

Address: Shivajinagar, Pune,  
Maharashtra 411004

## PROGRAMMES FOR WHICH MOU IS SIGNED (REF. CLAUSE 1)

No.	Programme	Campus	Intake Capacity	Commencement Year
1	Apprenticeship-based BMS Degree Programme in E Commerce Operations	Deccan Education Society's B.M. College of Commerce, 845, Shivajinagar, Pune-411 004	60 or the capacity sanctioned by the University to which the Institution is attached / affiliated with, whichever is lower.	2020-21



FIRST PARTY

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## SPECIFICATIONS OF SMART CLASS ROOM (REF. CLAUSE 22)

<i>No.</i>	<i>Equipment</i>	<i>Specification</i>
1	PC or Laptop	Min i3 Processor, 4GB RAM, 500GB HD,CPU usage below 50%
2	Webcam	HD with 4x Digital zoom with 2 in Built Stereo Microphone
3	Echo Cancellar EHD	USB based Echo Cancellation DSP. (Has Microphone input and Audio Output and USB Audio Port for Unified communication)
4	Audio system	Existing Audio system with cordless mic
5	Projector	4000 lumens Projector
6	Internet	Broadband connectivity with static IP of 1 GB bandwidth

Note:

- a. Equipment already available with the Collaborating Institution can be used.
- b. There is no need for an exclusive PC or Laptop (Sl. No. 1) for the Smart Class Room.

FIRST PARTY

SECOND PARTY

**TERMS FOR GUEST FACULTY FACILITATION (REF. CLAUSE 28)**


<i>No.</i>	<i>Engagement</i>	<i>Hours</i>	<i>Fee (Rs.)</i>
1	Full Course	45	50,000
2	Hourly (Minimum hours per faculty: 3 hours)	1	1,500

Note:

1. Full Course will be delivered by two or three weeks by the Guest Faculty facilitated by the First Party.
2. The Second Party shall take care of the travel, accommodation, and local hospitality of the Guest Faculty facilitated by the First Party.



FIRST PARTY



SECOND PARTY