



महाराष्ट्र MAHARASHTRA

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अ. नं. 22418 दि. 06/12/2018 पैकी रु. 100/-
श्री. / श्री. / सौ. पारिमल जितेंद्र मोदी
पत्ता 12, स्वागत सिमphony, खान्दवे नगर, कानोल रोड, ऑफ गंगपुर रोड,
हस्तो 422013, नाशिक महाराष्ट्र
सही [Signature]

28 NOV 2018

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श्री. सं. रा. अमृतकर
स्टॅम्प खंडहर, नाशिक,
(मु. वि. प. क्र. 103/2009)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and executed on this 6th Day of December 2018, at Nashik

Between

Metamorphosis Training Consultants, a Proprietary Concern Registered Under The Ministry Of Small And Medium Scale Enterprises, Having Its Registered Office at Flat No 12, Swagat Symphony, Khandve Nagar, Canol Road, Off Gangapur Road, Nashik-422013 represented by Its Proprietor Mr. Parimal Jitendra Modi (Hereinafter referred to as "Trainer For MS Excel and Advanced MS Excel" which term shall also include the legally constituted signatories, heirs, representatives assignees, successors) of the ONE PART

And

Ashoka Education Foundation a society registered under the Maharashtra Public Trust, 1950 bearing Registration No. F - 7359, Nashik and having its office at: 8/1/ 2B, Ashoka Marg, Wadala, Nashik, through its authorized Representative Mr. Wasudeo Bhende(Administrator, AEF).

1. Ashoka Center For Business And Computer Studies

(here in after referred as "ACBCS"). Through its Principal Dr. D. M. Gujrathi

2. Ashoka International Centre for Educational Studies and Research (AICESR), through its Incharge Principal Mrs. Preeti Sonar.

3. Ashoka College of Education (ACE), through its Principal Dr. Ajaykumar Ingle.

4. Ashoka Business School (ABS) represented by its In-charge Director Ms. Manisha Bhamare Hereinafter referred to as the "MBA College"

All above Higher Education Institute runs under the Ashoka Education Foundation

WHEREAS, **Metamorphosis Training Consultants**, is desirous of arranging training programmes For MS Excel and Advanced MS Excel Training, in Nashik, for imparting education and/or training in MS Excel to persons of the society as per the norms, methodologies and know-how developed by **Metamorphosis Training Consultants**.

WHEREAS the **Ashoka Education Foundation, Nashik** is desirous for running courses offered by **Metamorphosis Training Consultants** on its own, Technical Know-how, other related material and services.

WHEREAS, **Metamorphosis Training Consultants** is engaged in training on various areas.

WHEREAS, **Metamorphosis Training Consultants** is desirous of making its know-how and other related material and services commercially available to the **Ashoka Education Foundation** for setting up and running the said trainings.

NOW, THEREFORE, in consideration of the Authorized Purpose, disclosure of Confidential information, and any future business relationship between the parties, it is hereby agreed as follows:

The terms of the MOU are as follows:

1. Metamorphosis Training Consultants and the Ashoka Education Foundation agree that this MOU is valid for one academic year from the date of signing this MOU.
2. The Ashoka Education Foundation, Nashik has agreed to provide the entire infrastructure to training the students.
3. The Metamorphosis Training Consultants agrees to provide all the training material required for the course.
4. Metamorphosis Training Consultants agrees that fees should be collected by the Ashoka Education Foundation, Nashik. The Ashoka Education Foundation will pay the training charges of Rs. 999/- per student to Metamorphosis Consultants, after successfully completion of training period.
5. Metamorphosis Training Consultants agrees to provide certification in association with the Ashoka Education Foundation.
6. Metamorphosis Training Consultants agreed to complete training in schedule which has been decided mutually by both parties.
7. In the event of any dispute or differences arising at any time between the Parties hereto as to the construction, meaning or effect of this Agreement or any clause or thing contained herein or the rights, duties, liabilities and obligations of the Parties hereto or breach thereof, the parties shall in good faith endeavor to resolve the dispute by mutual discussion. In the event, the parties are unable to do so, the matter will be settled by arbitration subject to the provision of the Arbitration and Conciliation Act, 1996 and as amended from time to time. The Parties agree and shall mutually endeavor to appoint a single arbitrator from Ashoka Education Foundation, within a period of thirty (30) days. The appointed arbitrator will be referred for resolution. The arbitration proceedings will be held at Nashik and only Nashik court will have Jurisdiction to resolve the matter.
8. This MOU shall be governed by the laws of Republic of India. Any dispute arising in connection therewith shall be submitted only to Nashik court have Jurisdiction to resolve the matter.

