

Memorandum of Understanding

Between

Sinhgad Law College, Pune

and

“ SIMZUU ”

for organizing the

Online Lecture Series on

“Employment Laws”

And

“Achieving Professional Excellence”

And

“Criminal Laws”

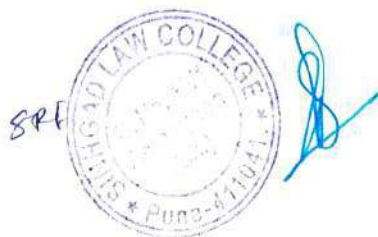
**The Lecture series is proposed to be organized by Sinhgad Law College,
Pune through SIMZUU.**



This Memorandum of Understanding (hereinafter referred to as MOU) is signed at Pune on this 27 day of December 2021 between Sinhgad Law College, Pune situate at : S.No.10/1, Sinhgad Institute Rd, Ambegaon BK, Pune, Maharashtra 411041 and Shri. Shubhankar Shrikant Malegaonkar, Proprietor SIMZUU, Office at : “ Shri Samarth” , A-41, Raagvilas Society, First Floor, Koregaon Park, Pune -411001 **herein after referred to as SLC and SIMZUU.**

AND WHEREAS SLC is desirous of providing a quality education in the various subjects of Law.

WHEREAS SIMZUU has expertise in providing training in the field of Labour Laws, Professional & Personality Development and Criminal Law, by arranging talks of esteemed speakers.



A. Interpretations

Reference to this **MOU** or any other instrument is a reference to this **MOU** or that other instrument as amended, varied, novated or substituted from time to time.

Reference to recitals, clauses, schedules and appendices are references to recitals, clauses, schedules and appendices of and to this **MOU**.

Reference to any statute or statutory provision includes a reference to that statutory provision as from time to time amended, extended, or re-enacted.

Words importing the singular number shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter gender and vice versa, and words importing persons shall include firms, institutions, trusts, societies, associations of persons, companies and bodies corporate and unincorporated, registered and unregistered.

B. Terms of MOU

This MOU embodies the following terms:

I. Name of the Lecture Series and conduction of Lectures series

1. Sinhgad Law College and SIMZUU shall jointly conduct Lecture Series on "Employment Laws", "Achieving Professional Excellence" and on "Criminal Law" on their official YouTube channel called as "SIMZUU". By this MOU an invitation is given to Dr Shrikant Malegaonkar of SIMZUU, to conduct the online sessions on You Tube. Shri. Shubhankar Malegaonkar owns this channel which is a YouTube channel by name SIMZUU" and can upload the videos through this YouTube channel. The scope of the Lectures series to



"SIMZUU" is hereby attached as Annexure – I to this MOU, which can be amended from time to time by either of the parties.

II. Eligibility for attending the lectures series

1. The eligibility of the students for attending the lectures will be mutually decided by SIMZUU and SLC, though the videos will be free on You Tube and open to all for viewing.

III. Preparation of the Videos.

1. SIMZUU will prepare the videos for the audience, after discussions with SLC. All subjects related to these educational videos, from writing the script, content, video shooting and all other processes involved in the making of the video, including the number of videos to suit the subject, will be looked into and decided by SIMZUU and Sinhgad Law College will not be held responsible for any default.

IV. The income and expenditure from the educational videos and for the educational videos.

1. SIMZUU, can keep the proceeds, if any, paid to them by YouTube, for their YouTube account as the maker of these educational videos for further reference, which will include all proceeds from You Tube, the advertisements generated and any emoluments flowing therefrom.
2. SIMZUU will upload the videos through their You tube channel and provide the links of the videos to SLC , so that SLC can share those videos for their students. All expenses relating to the preparation, updating, and distribution of the said Lectures shall be done by SIMZUU.

V Advertisement of SLC and Publicity of SLC



1. SIMZUU has agreed to make publicity and advertisement of SLC through this MOU without any cost. SLC will give a list of law courses, run by the SLC to SIMZUU. This list be displayed in the form of strip which would run in every video, which would advertise the said courses and SLC worldwide, including the courses to be run at SIMZUU as per the time and length of the video. Each video shall approximately be of 10 to 12 minutes which is the average time for any You Tube video. All the videos will also contain a slide which will generally state that," Sinhgad Law College invites, the speaker e.g. Dr Shrikant Malegaonkar, for a Training Session in Employment Laws / Achieving Professional Excellence etc". SIMZUU can invite various faculties to conduct the online sessions.

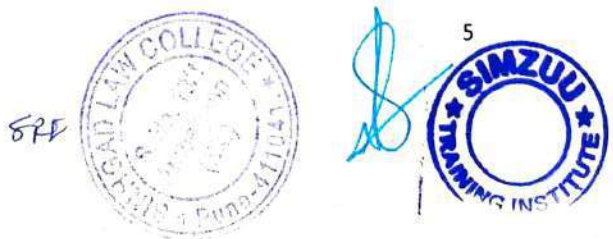
VI. Permission from YouTube Channel and Terms and Conditions of the You Tube channel.

Permission from You Tube Channel for conducting the online lectures will be obtained by SIMZUU. In case of violation of any terms and conditions of the You Tube Channel while conducting/uploading /downloading the online Lecture SLC will not be held responsible, and SIMZUU will be accountable for that. The copyright of the videos would belong to SIMZUU.

VII. Schedule of Lectures

The lectures, talks, their sequence, content, time of display etc, will be prepared and uploaded by SIMZUU and SLC. The link of the lectures will be shared on Email id of the Principal of SLC and the concerned faculty of SLC.

The link for above mentioned lectures will be uploaded by SLC on website of the SLC. SIMZUU will inform SLC about organizing the Lectures in advance.



VIII. Regarding watching the Videos of the Lecture.

SIMZUU and SLC both will decide about who can watch/view these lecture videos. The lecture series can largely be watched/viewed by all the public at large worldwide, viewers of YouTube channel, Under-Graduate & Post-Graduate students, all Class-Teachers & Programme Co-ordinators, all full-time Faculty Members, Visiting Faculty Members, & other Teaching & Non-teaching staff members of Sinhagad Law College, Pune respectively.

IX. Schedules of the Lectures and expenditure thereof

1. The exact schedule of Lectures shall be finalized by SLC and SIMZUU jointly.
2. SIMZUU will provide other infrastructure for conducting the online Lectures , if at all any guest is invited .
3. SIMZUU and SLC shall provide expert faculty for conducting the Online Lectures e.g. *Lectures on Criminal law by Siddhant Malegaonkar*. All expenses relating to the remuneration shall be payable to such faculty and traveling expenses incurred by the faculty for conducting the said classes, if any shall be taken care by SIMZUU. SLC will not pay any fees to any faculty/Guest etc.

IX. Cancellation / Ratification

1. This MOU shall initially be in force for a period of one year, or until terminated, and may thereafter be renewed for such period and on such terms as may be mutually agreed.
2. Either party to this MOU is at liberty to terminate and / or ratify and / or cancel this MOU by giving a prior notice of at least two months.



C. Miscellaneous provisions

1. Force Majeure

If a party is prevented from or delayed in carrying out any provision of this MOU by reason of **Force Majeure**, as defined in the definition clause, the party whose performance is so prevented or delayed, upon prompt notice to the other party, shall be excused from such performance, to the extent and during the period of such prevention or delay.

2. Governing Law

This **MOU** will be governed and construed in accordance with the laws of India.

3. Arbitration

In case of any dispute etc. the decision of Governing Council of SLC shall prevail and will be binding on both parties.

The provisions of this clause shall survive the termination of the MOU.

4. Assignment

Neither party shall assign this **MOU** to a third party without the prior written / electronic consent of the other party.

5. Variation and Waiver

No variation of any of the terms of the MOU shall be binding unless confirmed in writing or through electronic mail and no failure, delay, relaxation or forbearance on the part of either party in exercising any power or right under this **MOU** shall operate as a waiver of such power or right.

Failure of a Party to insist upon strict and punctual performance of any provision hereof shall neither constitute a waiver of, or estoppel



against asserting, the right to require such performance, nor shall such failure in one case constitute a waiver or estoppel with respect to a later case.

6. Entirety

This **MOU** is the entire **MOU** recording the broad understanding between the Parties. Each Party represents that in entering into this **MOU** it does not rely on any previous representations, whether express or implied, or on any prior inducement or **MOU** of any kind or nature. All prior negotiations, representations, letters of intent or **MOUs** concerning the subject matter of this **MOU** are hereby deemed cancelled.

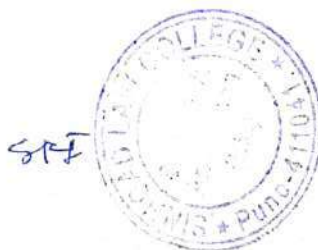
7. Relationship

Nothing herein shall be deemed to constitute the Parties, or any of them, as partners, association, agent of each other nor shall anything contained herein deem to confer on any Party any authority to incur any obligations or liability on behalf of the other Party nor shall have the power to obligate or bind the other in any way whatsoever, except as provided herein.

8. Miscellaneous

This **MOU** shall be interpreted, having regard to its underlying educational purposes, in a reasonable manner rather than in strict accordance with the literal meaning of the language used.

Should any provision of this **MOU** become void or otherwise unenforceable for any reason, the validity of the remaining provisions shall not be affected thereby and the parties shall use their best endeavors to negotiate in good faith to find replacement for the provision which is void or unenforceable with a provision of similar economic effect.

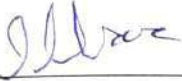


9. Execution

This **MOU** is executed in paper form in duplicate and one paper-based copy hereof shall be retained under the physical control of **SLC** and the other paper-based copy hereof shall be retained under the physical control of **SIMZUU**

IN WITNESS WHEREOF the parties have put their respective hands and signed this **MOU**.

Signed for and on behalf
of the said **SLC**



Principal,
Sinhgad Law College, Pune



Signed at Pune this 27 Day of December 2021



Signed for and on behalf
of **SIMZUU** by Shri Shubhankar Shrikant Malegaonkar



MEMORANDUM OF UNDERSTANDING
BETWEEN
SINHGAD LAW COLLEGE (SLC), PUNE
AND
SAMAJBANDH NGO, PUNE

Made on Date 15th July 2021("Effective Date")

This *MEMORANDUM OF UNDERSTANDING (MOU)* is entered into and is effective as on the date of the Signatures.

SINHGAD LAW COLLEGE (SLC), PUNE and SAMAJBANDH NGO, PUNE shall be known collectively as "The Parties" and singularly as "A Party" or "The Party."

RECITALS

- *WHEREAS*, the Parties agree and understand that cordial relations exists between **SINHGAD LAW COLLEGE (SLC), PUNE and SAMAJBANDH NGO, PUNE**
- *WHEREAS*, the Parties have discussed mutual goals regarding social responsibility; and
- *WHEREAS*, the Parties agree to promote socialism through activities in the interest of the environment and the society.

NOW, THEREFORE, the Parties enter into this Memorandum of Understanding (MOU), in order to memorialize fundamental concepts regarding the Collaborations.



UNDERSTANDING OF THE PARTIES

In contemplation of establishment of collaborative Programs, the parties agree as follows:

Article I: Objectives

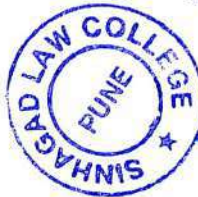
- A. To contribute further understanding and/or to promote collaboration between both the parties through mutual programs and/or activities in the social field.
- B. To enhance and/or develop personalities of the students and/or instigate a sense of nationalism amongst them and/or to make them aware of the social problems & develop inclination towards the solution/s.

Article II: Roles and Responsibilities of the Parties

- A. Both the parties commit themselves to identify concrete areas of social responsibility collaboration and to explore the means to achieve a successful collaboration.
- B. Each party can appoint representatives to manage and oversee the activities contemplated under MOU. The representative of Parties can meet as and when necessary to review progress and the implementation of activities related to areas of collaboration, define new ideas etc.

ARTICLE III: Understanding of the Parties

- A. The parties understand and agree that they are making a significant commitment to this collaborative effort. Accordingly, the parties agree to expand their best efforts on the design, implementation and successful continuation of the collaboration.
- B. The Parties understand and agree that this Memorandum of Understanding (MOU) will provide the foundations for more comprehensive agreement concerning the details of the Program.
- C. The parties understand and agree that to implement collaborative activities envisaged under the MOU, the representatives of the Parties shall meet or communicate with each other through any other mode of communication to discuss terms of financial funding. Neither party shall have the power to bind other party without other party's consent. The financial agreement relating to each collaborative activity can change as per the requirements of the specific activity.



[Handwritten signature]



[Handwritten signature]


discuss terms of financial funding. Neither party shall have the power to bind other party without other party's consent. The financial agreement relating to each collaborative activity can change as per the requirements of the specific activity.

- D. The terms with respect to intellectual property, inventions and innovations (including trademark, service mark, copyright, patents, know-how and designs) will be negotiated on project-by-project basis in the specific project agreement and program of cooperation.
- E. Despite the statements and obligations expressed herein, this MOU is non-binding expression of current intentions of the Parties and neither parties will incur nor be bound to any legal obligations or expense hereunder to the other party.
- F. This MOU shall remain effective for ONE year from the date of execution. Thereafter it will be renewed automatically, unless either party notifies the other party in writing a desire to terminate with notice period of ONE Month.


Date: 15TH JULY, 2021

Place: Pune

IN WITNESS WHEREOF, the Parties have caused their fully authorized representatives to execute this Memorandum of Understanding.

.....
.....


For SINHGAD LAW COLLEGE (SLC), PUNE

.....
.....


For SAMAJBANDH NGO, PUNE

1. Witness

Signature.....


Name... Dr. Satish Munde

2. Witness

Signature.....


Name..... K.M. S. Icambe

Memorandum of Understanding

Between

Sinhgad Law College, Pune

and

"GMGC (Great Mission Group Consultancy, Pune)."

for organizing the

Student Internship Programme.

**The Programme is proposed to be organized by Sinhgad Law College,
Pune through GMGC.**



1



[Signature]

PRINCIPAL
SINHGAD LAW COLLEGE
S.No 10/1,Ambegaon(Bk.)
Pune-411041

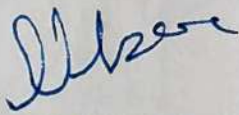
[Signature]

This Memorandum of Understanding (hereinafter referred to as MOU) is signed at Pune on this 25th day of January 2022 between Sinhgad Law College, Pune situate at : S.No.10/1, Sinhgad Institute Rd, Ambegaon BK, Pune, Maharashtra 411041 and Prof. Adv. Ganesh Shankar Hingmire, Founder & Chairman of GMGC, Office at : 210 B, "Ashoka Pavilion", Ambedkar Road, Pune Camp, near National Institute of Virology, Maharashtra , Pune - **411001 herein after referred to as SLC and GMGC.**

AND WHEREAS SLC is desirous of providing a quality education in the various subjects of Law.

WHEREAS GMGC has expertise in providing training in the field of Intellectual Property Rights - Trademark, Copyright, Patent, geographical Indication, by arranging talks of esteemed speakers.

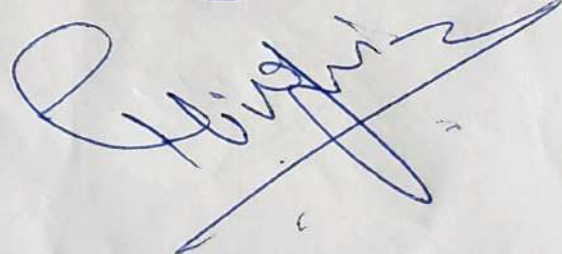
A. Interpretations



PRINCIPAL
SINHGAD LAW COLLEGE
S.No.10/1,Ambegaon(Bk.)
Pune-411041



2



Reference to this **MOU** or any other instrument is a reference to this **MOU** or that other instrument as amended, varied, novated or substituted from time to time.

Reference to recitals, clauses, schedules and appendices are references to recitals, clauses, schedules and appendices of and to this **MOU**.

Reference to any statute or statutory provision includes a reference to that statutory provision as from time to time amended, extended, or re-enacted.

Words importing the singular number shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter gender and vice versa, and words importing persons shall include firms, institutions, trusts, societies, associations of persons, companies and bodies corporate and unincorporated, registered and unregistered.

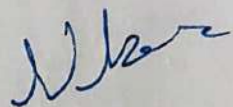
B. Terms of MOU

This MOU embodies the following terms:

I. Name of the Lecture Series and conduction of Student Internship Programme

Sinhgad Law College and GMGC shall jointly conduct Lecture Series and Student Internship Programme on "Intellectual Property Rights", "Achieving Professional Excellence in Trademark, Copyright, Patent and Geographical Indication". By this MOU an invitation is given to Prof. Adv. Ganesh Shankar Hingmire of GMGC, to conduct the Lectures related to IPR in Sinhgad Law College.

II. Eligibility for attending the lectures series


PRINCIPAL
SINHGAD LAW COLLEGE
S.No.10/1,Ambegaon(Bk.)
Pune-411041





The eligibility of the students for attending the lectures will be mutually decided by GMGC and SLC.

III. Purpose of MOU

1. Student Training Program shall be conducted by the SLC.
2. Two/Three lectures in a year shall be conducted.
3. Students shall be sent for the field work to understand the practical work.
4. Any performance goals or milestones to be achieved together by GMGC and SLC.
5. Experience letter shall be provided by GMGC after completion of the Training Program.

III. Schedule of Lectures

The lectures, talks, their sequence, content, time of lecture etc, will be prepared by SLC. The notice of the lectures will be displayed on the notice board of SLC. GMGC will inform SLC about organizing the Lectures in advance.

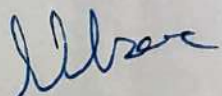
IV. Expenditure


The expenditure shall be finalized by the Sinhgad Law College.

GMGC and SLC shall provide expert faculty for conducting the Lectures. All expenses relating to the remuneration shall be payable to such faculty and traveling expenses incurred by the faculty for conducting the said classes, if any shall be taken care by SLC only.

V. Cancellation / Ratification




PRINCIPAL
SINHGAD LAW COLLEGE
S.No.10/1,Ambegaon(Bk.)
Pune-411041



1. This MOU shall initially be in force for a period of one year, or until terminated, and may thereafter be renewed for such period and on such terms as may be mutually agreed.
2. Either party to this MOU is at liberty to terminate and / or ratify and / or cancel this MOU by giving a prior notice of at least two months.

C. Miscellaneous provisions

1. Force Majeure

If a party is prevented from or delayed in carrying out any provision of this MOU by reason of **Force Majeure**, as defined in the definition clause, the party whose performance is so prevented or delayed, upon prompt notice to the other party, shall be excused from such performance, to the extent and during the period of such prevention or delay.

2. Governing Law

This **MOU** will be governed and construed in accordance with the laws of India.

3. Arbitration

In case of any dispute etc. the decision of Governing Council of SLC shall prevail and will be binding on both parties.

The provisions of this clause shall survive the termination of the MOU.

4. Assignment

Neither party shall assign this **MOU** to a third party without the prior written / electronic consent of the other party.

5. Variation and Waiver


PRINCIPAL
SINHGAD LAW COLLEGE
S.No 10/1, Ambegaon(Bk.)
Pune-411041





No variation of any of the terms of the MOU shall be binding unless confirmed in writing or through electronic mail and no failure, delay, relaxation or forbearance on the part of either party in exercising any power or right under this **MOU** shall operate as a waiver of such power or right.

Failure of a Party to insist upon strict and punctual performance of any provision hereof shall neither constitute a waiver of, or estoppel against asserting, the right to require such performance, nor shall such failure in one case constitute a waiver or estoppel with respect to a later case.

6. Entirety


This **MOU** is the entire **MOU** recording the broad understanding between the Parties. Each Party represents that in entering into this **MOU** it does not rely on any previous representations, whether express or implied, or on any prior inducement or **MOU** of any kind or nature. All prior negotiations, representations, letters of intent or **MOUs** concerning the subject matter of this **MOU** are hereby deemed cancelled.

7. Relationship


Nothing herein shall be deemed to constitute the Parties, or any of them, as partners, association, agent of each other nor shall anything contained herein deem to confer on any Party any authority to incur any obligations or liability on behalf of the other Party nor shall have the power to obligate or bind the other in any way whatsoever, except as provided herein.

8. Miscellaneous

This **MOU** shall be interpreted, having regard to its underlying educational purposes, in a reasonable manner rather than in strict accordance with the literal meaning of the language used.


PRINCIPAL
SINHGAD LAW COLLEGE
S.No.10/1,Ambegaon(Bk.)
Pune-411041





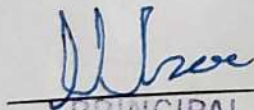
Should any provision of this MOU become void or otherwise unenforceable for any reason, the validity of the remaining provisions shall not be affected thereby and the parties shall use their best endeavors to negotiate in good faith to find replacement for the provision which is void or unenforceable with a provision of similar economic effect.

9. Execution

This **MOU** is executed in paper form in duplicate and one paper-based copy hereof shall be retained under the physical control of **SLC** and the other paper-based copy hereof shall be retained under the physical control of **GMGC**

IN WITNESS WHEREOF the parties have put their respective hands and signed this MOU.

Signed for and on behalf
of the said SLC

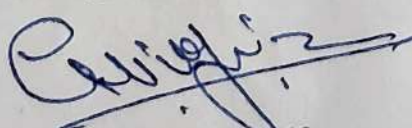


Principal,

Sinhgad Law College

S.No. 10/1, Ambegaon
Pune-411041
Sinhgad Law College, Pune

Signed at Pune this 25th Day of January 2022



Signed for and on behalf

Of GMGC by Prof. Adv. Ganesh S. Hingmire

