Memorandum of Association for Mutually Beneficial MBA Program Enhancement

between

Lotus Business School, Pune
Dr. Mahesh Burande, Director, IPER, Pune

THIS AGREEMENT made on 12/4/2018, Thursday between **Lotus Business School**, under Swami Seva Bhavi Sanstha Pune,a Registered trust and having its office at S No. 52/53, Punawale, hereinafter called "**The College**" (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 ONE PART;

AND;

Dr. Mahesh Burande, Director, IPER Pune a pioneer Pharma Management Institute having registered office at **IPER, 15,Ideal Chamber, Paud road, Pune 411038,** hereinafter called "**Industry Partner**" (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 OTHER PART:

WHEREAS the **College** is engaged in the Conducting Several Educational Programs and has decided to appoint a **Director**, **Skill Development Healthcare Management** and the **Industry Partner** has agreed to work as such;

AND

WHEREAS the **Industry Partner** is a reputed Person/brand / company / organization in its respective professional field; and

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The **College** has joined hands with the Industry Partner for enhancing the Industry relevance and exposure of the **MBA – Healthcare Management** Program conducted by it and the **Industry Partner** agrees to act as a Industry Expert on the terms and conditions contained herein.;

2. The **Industry Partner** agrees to work as follows

- 1. Making Effective PPP and AV for promotion of MBA HCM
- 2. Conducting 50 programmes in leading Pharma and Healthcare Colleges in India of 1 hour duration to increase influx of Quality Students for **MBA HCM**.
- 3. Organizing 20 Guest Lectures of top Personalities of Pharma and Healthcare for **MBA HCM** students in a year.
- 4. Organizing Two conventions in a year of two days with eminent personalities of Pharma Profession in collaboration with Pharmacy Professional Bodies in INDIA like IPA,IPGA,APTI,IHPA,AIDCOC, AIOCD,IDMA, OPPI.
- 5. One to One Student Counseling with SWOT Analysis to decide Career path of each student and giving inputs to achieve destination.
- 6. Delivering 20 Lectures in a semester of 1 hour duration with high impact on specialized topics of Pharma.
- 7. Creating one class room with Pharma Environment promoting positivity in Learning.

- 8. Collaborating with Pharma Industries and Healthcare Organizations and make at least 30 MOU with Pharma and healthcare industry for placing the students in paid Internship (**in hand Stipend of minimum Rs. 10,000 to Rs.20, 000/- per month** for a duration of **12 months**.) Of **MBA HCM** for Project and Training offer.
- 9. Building and Promoting Placement s through Placement Cell of College.
- 10. Giving 15 minutes presentation of **MBA HCM** when IPER conducts Training in Colleges.
- 3. The **College** may advertise the **Industry Partner** at its own cost and expenses by advertisements in newspapers, journals, magazines, Internet or by any other means. However, the **Industry Partner** may advertise at its own costs at its discretion, by any other means and shall indicate the same to the **College**.
- 4. The **Industry Partner** agrees to ensure and conduct a Final Placement and Selection drive and will also ensure that sufficient companies will visit to LBS campus for selection of the students of the **College** who have successfully completed the course.
- 5. The **Industry Partner** agrees to arrange the **College** in organizing Field Visits, Industrial Trainings, Workshops or any other activity deemed fit for Academic Enhancement.
- 6. The **Industry Partner** and the **College** hereby agree to use each other's business Collaterals like Logos, photos, website URL etc in their individual Business Collaterals.
- 7. Remuneration paid to **Industrial Partner** as per Annexure I
- 8. The **Industry Partner** will not sign any similar agreement, with any other educational organization operating in a field that may be conflicting the area of business of the **College**, for the period of the agreement and one year after the termination of the agreement. In case the **Industry Partner** defaults, the **College** has the right to take appropriate legal action.
- 9. The **College** or the **Industry Partner** may terminate this Agreement, at any time during the period, after giving three months notice thereof, in case either party fails to comply with the instructions issued by it or if it omits to comply with its obligation imposed upon it under this agreement.

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- 10. However, notwithstanding such notice or effective termination, parties shall complete their pending obligations. The ongoing program needs to be completed and ensure that the interest and rights of the admitted students would be protected by both the parties.
- 11. Any and all disputes, controversies, differences arising between the parties hereto out of or in relation to this agreement or any breach thereof shall be finally settled by arbitration by two arbitrators, one to be appointed by each party to the dispute and the arbitrators shall, before taking upon themselves the burden of reference appoint an umpire. The award given by the arbitrators or umpire as the case may be shall be, final and binding on the parties.
- 12. This agreement is Valid of intake of 30 students for **MBA HCM** and increase in number of students above 30; separate agreement will be made proportionally.
- 13. For the Promotion of **MBA-HCM** in different college, Pharma industry, Hospital **College** will make all transport, hospitality and accommodation arrangement.
- 14. This agreement shall be executed in duplicate. The **College** shall retain the original and the **Industry Partner** the duplicate.
- 15. Unless otherwise agreed upon, the respective addresses for communication in respect of any matter relating to this agreement shall be as under:

For the College:

For the Industry Partner:

Mr. Charudatta Bodhankar Executive Director Lotus Business School Pune. **Dr. Mahesh Burande** Director, IPER, Pune.

Annexure I

Remuneration Paid to Industrial Partner will be as follows.

From Agreement Date to 31ST of July 2018 Rs. 40,000(Rupees Forty Thousand only) per Month.

LBS will analyze the situation of Admissions for **MBA Health Care Management** and position of MOU done with Industry, if students enrolled to **MBA HCM** course is greater than 30 then Remuneration will be Rs. 60,000(Rupees Sixty Thousand only) per month till 31st July 2019.

LBS again will analyze the situation and if everything is as per plan and every student is placed for on job placement then remuneration will be Rs. 1,00,000 (Rupees one lakh only) per month.

The Above schedule of remuneration is subjected to meet set of targets by Industry **Partner** of Industry MOU and LBS able to admit 30 students for **MBA Health Care Management** Specialization.

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