

Making project management indispensable for business results.®

Achyut Prasad, Phatak Baug, Off Karve Road, Near Tech Mahindra, Pune, Maharashtra, PIN - 411004, India.
Telephone: +91-9922909060 | E-mail- info@pmipunechapter.org | Website - http://www.pmipunechapter.org

Memorandum of Understanding ("MoU")

This Memorandum of Understanding ("MoU") is executed at Pune (Maharashtra) on 16-06-2025

by and between

PMI Pune-Deccan India Chapter registered as a trust under Bombay Public Trust Act, 1950 with the Office of Charity Commissioner, Pune having its registered office at Office No 5, Achyut Prasad, Pathak Baug, Near Tech Mahindra, CTS No 11/1, Plot No 9/1, Erandwane Pune 411016 – India, [www.pmipunechapter.orgTel:(+91)9922909060]] hereinafter referred to as "**PMI-Pune**" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of ONE PART

And

Institute of Industrial and Computer Management and Research (IICMR), a Management Institute registered under AICTE ACT 1987, having Permanent ID no. 1-6094871. having its campus at Pradhikaran Campus HS-2, Sector 27A, Behind, Tukaram Garden, Pradhikaran, Pune 411044, Maharashtra, India, hereinafter referred to as "**IICMR**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its officers, authorities, successors-in-interest), of the Second Part.

PMI-Pune and **IICMR** are hereinafter individually referred to as the "**Party**" and collectively as the "**Parties**" as the context permits.

WHEREAS

(i) **IICMR** is one of the top-rated AICTE-approved Institute in Pune under the parent trust Audyogik Tantra ShikshanSanstha. It is a pioneer in Management education. Mr. M.D. Jambhekar established the trust in the year 1963. ATSS is an 'educational public trust' registered under the Societies Act.

(ii) **PMI Pune-Deccan India Chapter** The primary area of operation of the Chapter is in and around the Pune District region (also including but not restricted to Sangli, Kolhapur, Solapur, Satara, Beed, Ahmednagar, Aurangabad, Nasik, Ratnagiri, Nagpur, Goa city and neighbouring districts); and

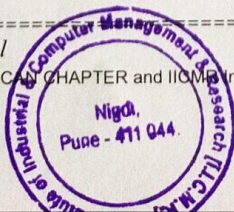
=====

Privileged and Confidential

Page 1 of 17

PMI PUNE DECCAN CHAPTER and IICMR Institute MoU (Memorandum of Understanding)

Achyut Prasad



Making project management indispensable for business results.®

Achyut Prasad, Phatak Baug, Off Karve Road, Near Tech Mahindra, Pune, Maharashtra, PIN - 411004, India.
Telephone: +91-9922909060 | E-mail: info@pmipunechapter.org | Website - http://www.pmipunechapter.org

(iii) **PMI-Pune** and **IICMR** desire to enter into this MoU to establish PMI Pune Deccan India Students' chapter at **IICMR** Pune, setting forth the terms and conditions pursuant to which **PMI-Pune** shall collaborate with **IICMR** in delivering and promoting such services as may be jointly envisaged by **IICMR** and **PMI-Pune** from time to time.

AND WHEREAS **PMI-PUNE** and **IICMR** are desirous to enter into an MoU to jointly work on creating and delivering training to different organisations in the jurisdiction area of **PMI-Pune** for the listed services listed in **ANNEXURE I**.

RULES OF INTERPRETATION:

In this **MoU**:

- A. References to **persons** include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships or legal persons or legally constituted entities of any kind;
- B. The headings are inserted for convenience only and do not affect the construction of the MoU.
- C. References to one gender include all genders; and
- D. Any reference to an enactment or statutory provision is a reference to it as it may have been, or may from time to time be amended, modified, consolidated or re-enacted during the **Term**.

NOW, THEREFORE, THIS MOU WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. Scope of MoU. This MoU sets forth the terms and conditions that will apply to services to be jointly developed and rendered by **PMI-PUNE** with **IICMR** (the "Services") as mutually agreed by the parties and confirmed in each Statement of Work as defined in Clause 3 below, and the exact scope further clarified in Annexure-I. Furthermore,

a) **PMI-PUNE** and **IICMR**, pursuant to the terms of this MoU, depending on context, will work together to:

(1) To create a student club of **IICMR** students, make them **PMI** members, build complete project management awareness and provide skill development, career growth, and networking opportunities.

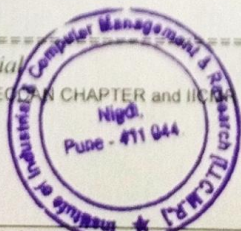
=====

Privileged and Confidential

PMI PUNE DECCAN CHAPTER and IICMR Institute MoU (Memorandum of Understanding)

Page 2 of 17

[Handwritten Signature]



Making project management indispensable for business results.®

Achyut Prasad, Phatak Baug, Off Karve Road, Near Tech Mahindra, Pune, Maharashtra, PIN - 411004, India.
Telephone: +91-9922909060 | E-mail- info@pmipunechapter.org | Website - http://www.pmipunechapter.org

(2) Promote the culture of Project Management (CAPM) amongst students of the constituents of IICMR

(3) Provide research opportunities to the students of IICMR

(4) Guide and support the students to create research papers worthy of acceptance in reputed journals and PMI publications.

(5) Provide the students with an opportunity to attend monthly seminars and webinars of PMI Pune Deccan Chapter, interact and network with industry experts and also get exposed to the industry needs and become job-ready from this.

b) Subject to IICMR's material fulfilment of its obligations as set forth in this MoU, including its Annexures, Exhibits and schedules, PMI-PUNE shall work with IICMR with the entire scope of Products & Services described in the Annexures of this MoU.

c) PMI-Pune shall front-end the relationship with its network members only. Access of IICMR to promote its services and/ or products to Network Members of PMI-Pune shall be restricted to the period during which this MoU is in force. IICMR is allowed to communicate with any person, other than the network members of PMI - Pune, directly for the purpose of promoting the cause of this Agreement. Both parties agree that any publication meant for the promotion of the courses/programs arising out of this Agreement shall be jointly approved by both parties prior to circulation.

d) PMI-PUNE Student Chapter at IICMR shall be responsible for creating a team to manage need-based operations and work on the product and services front, which includes creation of content, development delivery mechanism, etc. This shall be accomplished *without* compromising the academic rigour at the institute/s.

e) PMI-Pune shall have exclusive rights to create & design content for each course and update the user interface flow, and new service or course creation related to project management. However, faculty from IICMR may participate in the creation of course content, on the condition that the right to finalise the content remains exclusively vested with PMI-Pune. PMI-Pune shall certify in writing to the institute and/or students on a need basis that it has created & designed the course curriculum and training modules.

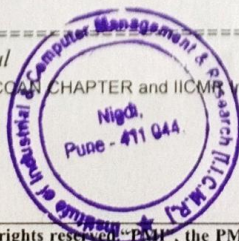
=====

Privileged and Confidential

PMI PUNE DECCAN CHAPTER and IICMR Institute MoU (Memorandum of Understanding)

Page 3 of 17

Achyut Prasad



[Signature]

Making project management indispensable for business results.®

Achyut Prasad, Phatak Baug, Off Karve Road, Near Tech Mahindra, Pune, Maharashtra, PIN - 411004, India.
Telephone: +91-9922909060 | E-mail- info@pmipunechapter.org | Website - <http://www.pmipunechapter.org>

f) PMI-Pune shall provision the contents such as training texts and video and related data as is required by the courses.

g) PMI-PUNE shall have ownership and control of its own social media and member network community. At no point in time can the IICMR maintain or create its own database based on PMI-Pune's network unless it is individually opted in by the members themselves

2. Term. Unless earlier terminated in accordance with Clause 10 of this MoU, the term of this MoU will commence on the Effective Date and will continue for a period of two (2) years from the Effective Date ("Term")

3. Statement of Work. IICMR shall collaborate with PMI-PUNE exclusively for the services defined in the annexures for the region mandated to PMI-PUNE and shall not engage with any other person or institution for such services. The Services provided by PMI-PUNE to IICMR pursuant to this MoU will be so provided in accordance with Statements of Work (each, separately, a "Statement of Work") entered into by PMI-PUNE and IICMR during the term of this MoU. PMI-Pune intends to work through IICMR to promote project management culture and courses in the working region of PMI-Pune. Each Statement of Work will, at a minimum, include the following:

- a. A reference to this MoU, which reference will be deemed to incorporate all applicable provisions of this MoU into each Statement of Work.
- b. The date as of which each Statement of Work will be effective, and the term or period of time during which PMI-PUNE will provide the applicable Services to IICMR pursuant to each Statement of Work.
- c. A description of Services to be provided to PMI-PUNE or IICMR pursuant to each Statement of Work.
- d. The fee structure or revenue share [only when the program is conducted for a person other than students and faculty of IICMR] and charges due and to be shared or payable by IICMR to PMI-PUNE for Services to be provided under each Statement of Work. The mechanism and revenue share or amounts payable shall be decided on a case-by-case basis.

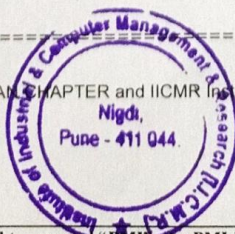
=====

Privileged and Confidential

PMI PUNE DECCAN CHAPTER and IICMR Institute MoU (Memorandum of Understanding)

Page 4 of 17

[Signature]



[Signature]

Making project management indispensable for business results.®

Achyut Prasad, Phatak Baug, Off Karve Road, Near Tech Mahindra, Pune, Maharashtra, PIN - 411004, India.
Telephone: +91-9922909060 | E-mail- info@pmipunechapter.org | Website - http://www.pmipunechapter.org

e. Any additional provisions applicable to Services provided under each Statement of Work that are not otherwise set forth in this MoU or that are exceptions to the provisions set forth in this MoU.

No Statement of Work will become effective until it has been executed by an authorised representative of each party. In the event of any express conflict or inconsistency between the provisions of this MoU and the provisions of a Statement of Work, the provisions of the Statement of Work will control with respect to the interpretation of that Statement of Work; provided, however, that the provisions of that Statement of Work will be so construed so as to give effect to the applicable provisions of this MoU to the fullest extent possible.

4. Obligations of the Parties to the MoU. Each party shall make available such infrastructure and manpower as is agreed to effectively provide Services to the beneficiaries.

5. Payment for Services (Commercial Terms) –

IICMR and PMI-PUNE agree that consideration for providing Services shall be by way of IICMR paying the fee to PMI-PUNE for conducting programs for Students / Faculty of the Department or sharing revenue from the end customer to PMI-PUNE, decided on a case-by-case basis. In the event of any additional cost that is incurred by IICMR or PMI-Pune, it will be mutually agreed upon by both parties. IICMR shall share all the relevant records related to the program conducted with PMI-Pune in a time-bound duration, which is mutually agreed.

6. Taxes. IICMR shall be responsible for, and will promptly pay, all taxes, fees, charges levied or assessed by any regulatory authority or agency based upon the fees under this MoU or the Services, except taxes levied or assessed on the net income or profit of PMI-PUNE.

7. Warranties.

PMI-PUNE hereby warrants to IICMR that PMI-PUNE will perform its duties and obligations hereunder in a professional and workmanlike manner. EXCEPT AS OTHERWISE PROVIDED IN THIS MOU, PMI-PUNE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES OR ANY MATTER, INCLUDING THE

=====

Privileged and Confidential

PMI PUNE DECCAN CHAPTER and IICMR Institute MoU (Memorandum of Understanding)

Beekam



Page 5 of 17

Jayesh

Making project management indispensable for business results.®

Achyut Prasad, Phatak Baug, Off Karve Road, Near Tech Mahindra, Pune, Maharashtra, PIN - 411004, India.
Telephone: +91-9922909060 | E-mail- info@pmipunechapter.org | Website - http://www.pmipunechapter.org

MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE OF THE SERVICES.

IICMR hereby warrants to PMI-PUNE that IICMR shall perform their duties and obligations hereunder in a professional and workmanlike manner. EXCEPT AS OTHERWISE PROVIDED IN THIS MOU, IICMR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES OR ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE OF THE SERVICES.

8. Confidentiality. In connection with the activities contemplated by this MoU, each party may receive or have access to confidential or proprietary Management or business information of the other party ("Confidential Information"). Each party agrees to take reasonable precautions to protect the confidentiality of such information, using at least the same level of care it uses to protect its own confidential information.

Each party agrees not to disclose the Confidential Information of the other party to any third party, or use such Confidential Information for any purpose other than as required to perform its obligations under this MoU, unless required by law or regulation. Notwithstanding the foregoing, no Confidential Information that is subject to PMI copyright, including membership lists and similar proprietary data, may be shared with external business entities or third parties outside of PMI or the Chapter without the prior written permission of PMI, in accordance with Section 19C of the Charter Agreement and Section 6 of the Policy Manual. The Chapter is expected to manage such information independently, and any request to share PMI-protected data must be formally submitted to PMI with appropriate justification.

Confidential Information does not include information that: (i) is or becomes publicly available through no fault of the receiving party; (ii) is rightfully in the receiving party's possession without an obligation of confidentiality; (iii) is independently developed without use of or reference to the disclosing party's Confidential Information; or (iv) is rightfully disclosed by a third party without restriction. Disclosure by a party as required to comply with applicable law, regulation, court order, or request by a statutory authority, bank, or financial institution is permitted, provided the disclosing party gives prompt notice to the other party where legally permissible.

=====

Privileged and Confidential

PMI PUNE DECCA CHAPTER and IICMR Institute MoU (Memorandum of Understanding)

Achyut Prasad



Page 6 of 17



Making project management indispensable for business results.®

Achyut Prasad, Phatak Baug, Off Karve Road, Near Tech Mahindra, Pune, Maharashtra, PIN - 411004, India.
Telephone: +91-9922909060 | E-mail- info@pmipunechapter.org | Website - http://www.pmipunechapter.org

9. Limitation of Liability. In no event shall either party be liable for any punitive, consequential, incidental, special, or indirect damages, in any action arising from or related to this mou, whether based in contract, or (including negligence), intended conduct or otherwise, including without limitation, damages relating to the loss of profits (except for IICMR's payment and exclusivity obligations under this mou), income, goodwill or revenue. Under no circumstances will either party's aggregate liability arising under this MOU exceed the amount of total fees paid or payable to the other party during the three-month period immediately preceding the event giving rise to liability under the statement of work to which the claim relates.

10. Indemnities

a. IICMR will be entitled to rely on and act in accordance with any written instructions or directions provided by PMI-PUNE through the Authorised Signatory and will incur no liability in doing so, if the act/deed done by IICMR is in accordance with such instructions. PMI-PUNE shall defend, indemnify and hold harmless IICMR and its subsidiaries, successors and assigns, and each of their officers, directors, agents, contractors, subcontractors and employees (collectively, the "IICMR Indemnified Parties"), from and against any and all claims, liabilities, damages, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from (i) IICMR acting in accordance with written instructions or directions from PMI-PUNE; or (ii) any infringement of any copyright, trademark, service mark, trade name or similar proprietary rights conferred by statute, by common law, or by contract alleged to have occurred as a result of rights conveyed, materials provided, or work performed by or on behalf of PMI-PUNE.

b. IICMR shall defend, indemnify and hold harmless PMI-PUNE and each of its officers, directors, agents, contractors, subcontractors and employees (collectively, the "PMI-PUNE Indemnified Parties"), from and against any and all claims, liabilities, damages, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from the gross negligent acts or intentional misconduct of IICMR, arising out of or in any way connected with the Services, unless such liability results from or relates to the PMI-PUNE.

c. The party to be indemnified pursuant to this Section will notify the indemnifying party within a reasonable time after receiving notice of a claim. Provided that the indemnifying party defends any such claim, the indemnifying party will have control over the defence and settlement thereof.

=====

Privileged and Confidential

PMI PUNE DECCAN CHAPTER and IICMR Institute MoU (Memorandum of Understanding)

Page 7 of 17

[Signature]



Making project management indispensable for business results.®

Achyut Prasad, Phatak Baug, Off Karve Road, Near Tech Mahindra, Pune, Maharashtra, PIN - 411004, India.
Telephone: +91-9922909060 | E-mail- info@pmipunechapter.org | Website - <http://www.pmipunechapter.org>

The party to be indemnified will furnish, at the indemnified party's reasonable request and expense, information and assistance necessary for such defence.

11. Termination.

This MoU shall come into force on the Effective Date and shall remain valid for two (2) years from the Effective Date unless terminated by either party as stated hereunder:

a.If either party materially breaches this MoU and/or any Statement of Work and fails to clear such default within 60 days after receiving written notice specifying the default, then the party not in default may terminate this MoU and/or such Statement of Work as of the date specified in such notice.

b.In the event that IICMR defaults in the payment when due of any amount due to PMI-PUNE under any Statement of Work and does not clear such default within 60 days, then PMI-PUNE may terminate that Statement of Work and each other Statement of Work as of the date specified in such notice. The rights acquired or obligations incurred by the parties thereto prior to any termination shall not be affected. In the event of any termination under this Section, PMI-PUNE shall be entitled to receive fees accrued and payable to it as of the date of termination, including costs committed and incurred by PMI-PUNE relating to the Services. Upon expiration or termination of this MoU, IICMR and PMI-PUNE will, within 30 days, return to the other, or destroy all copies of Confidential Information and will certify, in writing, delivery or destruction of all such Confidential Information and copies thereof.

c.Either party may terminate this MoU at will by giving the other Party advance written notice of sixty (60) days of its intention to terminate the MoU.

d.This MoU shall be automatically terminated, if either party is dissolved, wound up or goes into liquidation order is passed, or a trustee or receiver is appointed by operation of a lawful order of a court of competent jurisdiction to take over the assets of either party, or it ceases to carry on its business as described in this MoU.

e.PMI-PUNE reserves the right to terminate this MoU in the event it comes to the notice of PMI-PUNE that the Content provisioned under this MoU to be delivered on PMI-PUNE's platform

=====

Privileged and Confidential

PMI PUNE DECCAN CHAPTER and IICMR Institute MoU (Memorandum of Understanding)

Page 8 of 17



Making project management indispensable for business results.®

Achyut Prasad, Phatak Baug, Off Karve Road, Near Tech Mahindra, Pune, Maharashtra, PIN - 411004, India.
Telephone: +91-9922909060 | E-mail- info@pmipunechapter.org | Website - http://www.pmipunechapter.org

has been further sub-licensed to any third party without the explicit knowledge or approval of PMI-PUNE. Such a termination would come into effect within 30 days of the dispatch of the notice.

12. Cooperation. The Parties shall cooperate with each other by furnishing any information or performing any action reasonably requested by the other Party, which information or action is necessary to the timely and successful consummation of the transactions contemplated by this MoU.

13. Binding Nature and Assignment. This MoU shall be binding on the parties, but neither party may assign this MoU without the other party's prior written consent.

14. Force Majeure. Except for IICMR's and PMI-PUNE's payment obligation, each party will be excused from performance hereunder for any period and to the extent that it is prevented from performing any services pursuant hereto, in whole or in part, as a result of an act of God, natural disaster, war, civil disturbance, change in laws, or other cause beyond its reasonable control and that it could not have prevented by reasonable precautions.

15. Notices. Notices provided for in this MoU will be in writing and will be sent over registered official email to all concerned parties.

=====

Privileged and Confidential

PMI PUNE DECCAN CHAPTER and IICMR Institute MoU (Memorandum of Understanding)

Page 9 of 17

Making project management indispensable for business results.®

Achyut Prasad, Phatak Baug, Off Karve Road, Near Tech Mahindra, Pune, Maharashtra, PIN - 411004, India.
Telephone: +91-9922909060 | E-mail- info@pmipunechapter.org | Website - <http://www.pmipunechapter.org>

If to PMI-PUNE Limited:

PROJECT MANAGEMENT INSTITUTE - PUNE DECCAN INDIA CHAPTER

Achyut Prasad, Phatak Baug, Off Karve Road,

Near Tech Mahindra, Pune, Maharashtra,

PIN - 411016, India

Telephone: +91-9922909060

E-mail- info@pmipunechapter.org

Website - <http://www.pmipunechapter.org>

Attn: Chief Executive Officer (President)

If to IICMR:

Attn: Dr. Abhay Kulkarni

Pradhikaran Campus HS-2, Sector 27A, Behind Tukaram Garden, Pradhikaran, Pune
411044, Maharashtra, India

Email – abhaykulkarni2@gmail.com Mobile- +91 98229 50405

16. Severability. If any provision of this MoU is invalid or unenforceable, the MoU will be construed as if such invalid or unenforceable provision were not included, and the remainder of the MoU shall be enforced as written.

17. Waiver. No provision of this MoU will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the party against whom enforcement of the waiver, amendment or modification is sought. Any such amendment or

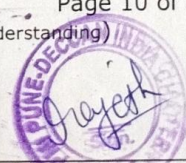
=====

Privileged and Confidential

PMI PUNE DECCAN CHAPTER and IICMR Institute MoU (Memorandum of Understanding)

Page 10 of 17

Abhay Kulkarni



Making project management indispensable for business results.®

Achyut Prasad, Phatak Baug, Off Karve Road, Near Tech Mahindra, Pune, Maharashtra, PIN - 411004, India.
Telephone: +91-9922909060 | E-mail- info@pmipunechapter.org | Website - http://www.pmipunechapter.org

modification will be binding with or without the tender of consideration. A waiver by either of the parties of any of the covenants, conditions or MoU to be performed by the other or any breach thereof will not be construed to be a waiver of any succeeding breach or of any other covenant, condition or MoU contained in this MoU.

18. Relationship of Parties. PMI-PUNE is performing pursuant to this MoU only as an independent contractor. PMI-PUNE has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to perform the Services, except as otherwise agreed upon by the parties. Nothing set forth in this MoU will be construed to create the relationship of principal and agent, joint venture or partnership between IICMR and PMI-PUNE.

19. INTELLECTUAL PROPERTY. The Intellectual Property for different services or materials used for Services rests solely with *the Party that owns such Intellectual Property, unless mutually agreed otherwise on a case-by-case basis.* This MoU in no manner automatically transfers any Intellectual Property Rights by one Party to another. The Parties agree not to reverse engineer/ re-engineer/redevelop the PRODUCT or CONTENT during the period of this MoU. IICMR further agrees to protect the rights of PMI-PUNE over the Content provisioned by PMI-PUNE by not altering/reformatting the Content in any manner that is not envisaged under this MoU. However, the same is applicable to any content or service created by the IICMR. Intellectual Property Rights would remain with the IICMR for any service methodology or content created exclusively by IICMR with no assistance from PMI-PUNE.

20. Survival. Expiration or termination of this MoU for any reason will not release either party from any liabilities or obligations set forth in this MoU that (a) the parties have expressly agreed will survive any such expiration or termination, or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

21. Entire MoU. This MoU and each Statement of Work, together with each exhibit and attachment attached hereto or thereto, constitute the entire MoU between the parties and supersede any and all prior or contemporaneous oral and written communications, understandings or MoUs relating to the subject matter hereof.

22. Dispute Resolution. This MoU shall be subject to the laws of India. The parties expressly agree that all disputes and differences arising in connection with this MoU shall be subject to the exclusive jurisdiction of the Courts at Pune, and the parties hereby expressly submit themselves to the same.

=====

Privileged and Confidential

PMI PUNE DECCAN CHAPTER and IICMR Institute MoU (Memorandum of Understanding)

Pune - 411 044

Page 11 of 17

Making project management indispensable for business results.®

Achyut Prasad, Phatak Baug, Off Karve Road, Near Tech Mahindra, Pune, Maharashtra, PIN - 411004, India.
Telephone: +91-9922909060 | E-mail: info@pmipunechapter.org | Website: http://www.pmipunechapter.org

22. Ownership. Title to and ownership of all systems, software, documentation, utilities, tools, methodologies, specifications, techniques and other materials, know-how, and hardware owned by a Party or in the possession of such Party prior to the Effective Date of this MoU and used and developed by such Party in connection with providing the Services, together with the intellectual property rights therein, shall remain with such Party.

23. Non-Solicitation. Neither party may hire or solicit the hiring of, directly or indirectly, the other party's employees during the term of this MoU and for one year after its conclusion. The parties further agree that in the event of any actual or threatened breach of the provisions of this Section, the non-breaching party shall be entitled (in addition to any and all other rights and remedies at law or in equity for damages or otherwise, which rights and remedies are and shall be cumulative) to specific performance, a temporary restraining order, or an injunction to prevent such breach or contemplated breach.

25. Publicity. During the term of this MoU, PMI-PUNE may use IICMR's (with prior permission) IICMR's logo on the IICMR Relationships page of PMI-PUNE's website, in PMI-PUNE's corporate brochure, in PMI-PUNE's collaterals and in PMI-PUNE's annual report. IICMR also may use PMI PUNE DECCAN CHAPTER'S LOGO (with prior permission) on their websites and any publicity/advertising campaign.

26. MARKETING & ADVERTISEMENTS. PMI-PUNE may help the IICMR with marketing and advertising of the product and services amongst the network and members of PMI-PUNE, the cost of which shall be borne by the IICMR based on mutual agreement prior to implementation. However, if the case is of revenue sharing, then the parties shall bear the cost equally.

27. INDEPENDENT CONTRACTORS. Neither Party shall, for any purpose, be deemed to be an agent of the other Party, and the relationship between the Parties shall only be that of independent contractors. Neither Party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

28. NEW CONCEPTS. IICMR may, from time to time, consider new processes, procedures, methods, or products proposed by PMI-PUNE within the contractual period that PMI-PUNE believes may allow IICMR to increase its productivity, the quality of services it provides, reduce its costs, etc. IICMR shall consider such information in good faith, treating it at all times as PMI-PUNE's Confidential

=====

Privileged and Confidential

PMI PUNE DECCAN CHAPTER and IICMR Institute MoU (Memorandum of Understanding)

Keelkam



Page 12 of 17



Making project management indispensable for business results.®

Achyut Prasad, Phatak Baug, Off Karve Road, Near Tech Mahindra, Pune, Maharashtra, PIN - 411004, India.
Telephone: +91-9922909060 | E-mail- info@pmipunechapter.org | Website - http://www.pmipunechapter.org

Information, and, if it finds PMI-PUNE's proposal interesting, will engage in further discussions with PMI-PUNE. IICMR agrees that sole ownership of any such information provided by PMI-PUNE will remain fully vested in PMI-PUNE, will utilize it only for the consideration of the proposal with which it is connected, and will not claim any right, title, interest, or ownership in any such ideas or concepts that is provided by PMI-PUNE subject to a clear mutual understanding in writing.

29. General.

This MoU shall be executed in duplicate, each of which shall be deemed to be original.

IN WITNESS WHEREOF, each party has caused its authorised representative to put their hands and seals on these presents on the date and year first above written.

PMI-PUNE DECCAN INDIA CHAPTER

Institute of Industrial & Computer Management and Research (IICMR)

PMI PUNE-DECCAN INDIA CHAPTER
Signature: *Rajesh*
Authorised Signatory

Abhay Kulkarni
Signature: **DIRECTOR**
Institute of Industrial & Computer
Management & Research [I.I.C.M.R.]
Nigdi, Pune - 411 044

Name: Mr. Rinoo Rajesh

Name: Dr. Abhay Kulkarni

Title: Chapter President – CEO

Title: Director

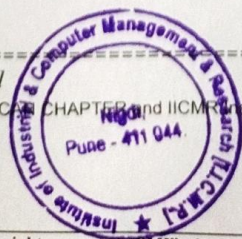
=====

Privileged and Confidential

Page 13 of 17

PMI PUNE DECCAN CHAPTER and IICMR Institute MoU (Memorandum of Understanding)

Abhay Kulkarni



Making project management indispensable for business results.®

Achyut Prasad, Phatak Bag, Off Karve Road, Near Tech Mahindra, Pune, Maharashtra, PIN - 411004, India.
Telephone: +91-9922909060 | E-mail- info@pmipunechapter.org | Website - http://www.pmipunechapter.org

ANNEXURE: I - Scope of Product & Services

Program ownership:

IICMR shall be the owner and shall be fully responsible for the overall successful delivery of the IICMR program. All the resources and services of PMI-PUNE shall be under the guidance of the IICMR team for the overall success of the program.

The scope of work would include:

1.Scope

- a. **CAPM Workshops** to be conducted for IICMR students as well as PMI-Pune's nominated participants, exclusively through the Authorised Training Partner (ATP) of PMI located in Pune. *(All training sessions must be delivered by PMI-approved ATPs only.)*
- b. **PMP Workshops** for IICMR students and PMI-Pune's nominees, to be organised through the Authorised Training Partner of PMI in Pune. *(Execution of all trainings must be by PMI-approved ATPs only.)*
- c. **Specialised workshops or programs** focused on Project Management and related areas.
- d. **Student Mentorship Programs** to support academic and professional development.
- e. **Student Internship and Placement initiatives** to facilitate industry exposure and career opportunities.
- f. **Faculty Development Programs** are aimed at enhancing teaching capabilities and project management knowledge.
- g. **Collaborative Research Programs/Projects** in mutually agreed-upon areas of interest, with the strict condition that no PMI member data or content from PMI knowledge books will be accessed, collected, or shared without PMI's prior written consent.
- h. **Industry-focused events** tailored to specific sectors or domains.
- i. **Courseware Content Review** for accuracy, relevance, and alignment with project management standards.
- j. **Any newly introduced services** that are mutually discussed and agreed upon by both parties.

=====

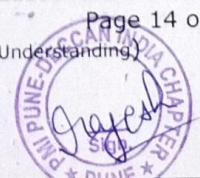
Privileged and Confidential

PMI PUNE DECCAN CHAPTER and IICMR Institute MoU (Memorandum of Understanding)

Beelkam



Page 14 of 17



Making project management indispensable for business results.®

Achyut Prasad, Phatak Baug, Off Karve Road, Near Tech Mahindra, Pune, Maharashtra, PIN - 411004, India.
Telephone: +91-9922909060 | E-mail- info@pmipunechapter.org | Website - <http://www.pmipunechapter.org>

2. Assumptions:

For each service line item (1.a. through 1.j) stated above, IICMR and PMI-PUNE shall list assumptions, revenue sharing method/s and shall review them as execution progresses.

=====

Privileged and Confidential

Acharya



Page 15 of 17

PMI PUNE DECCAN CHAPTER and IICMR Institute MoU (Memorandum of Understanding)

Making project management indispensable for business results.®

Achyut Prasad, Phatak Baug, Off Karve Road, Near Tech Mahindra, Pune, Maharashtra, PIN - 411004, India.
Telephone: +91-9922909060 | E-mail- info@pmipunechapter.org | Website - <http://www.pmipunechapter.org>

ANNEXURE: II – Program Structure

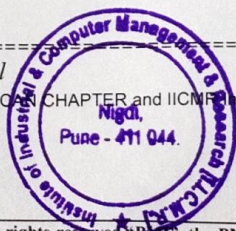
The detailed structure will be worked based on the PMI guidelines. However, to ensure good governance, there will be joint owners – one from PMI and the other from IICMR.

=====

Privileged and Confidential

PMI PUNE DECCAN CHAPTER and IICMR Institute MoU (Memorandum of Understanding)

Achyut Prasad



Page 16 of 17

Making project management indispensable for business results.®

Achyut Prasad, Phatak Baug, Off Karve Road, Near Tech Mahindra, Pune, Maharashtra, PIN - 411004, India.
Telephone: +91-9922909060 | E-mail- info@pmipunechapter.org | Website - http://www.pmipunechapter.org

ANNEXURE: III – Revenue Share

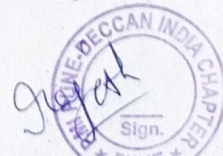
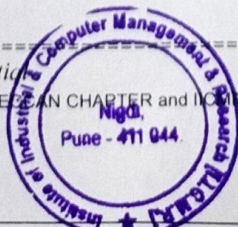
Revenue Share shall be mutually decided on a program offering basis and shall be identified in the Statement of Work ("Statement of Work").

=====

Privileged and Confidential

PMI PUNE DECCAN CHAPTER and ICMR Institute MoU (Memorandum of Understanding)

Arjun



Page 17 of 17