



महाराष्ट्र MAHARASHTRA

2024

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श्री. कल्याण प्रशांत शहाजी
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व त्याचे भरलील

असे एकुल रतन दिले

श्रीमती खंदारे नागुबाई सि.
मुद्रांक विक्रेती

44C, पश्चिम मंगळवार पेठ, सोलापूर.
सा. नं. ७९/९९ कोड नं. २५०९०४४

कोबागार कार्यालय सोलापूर

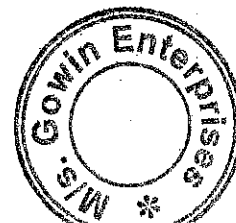
28 FEB 2025

मुद्रांक प्रमुख लिपीक/उपलेखापाल

MEMORANDUM OF UNDERSTADING

THIS MEMORANDUM OF UNDRESTADING (herein after referred to as "MoU") is executed on 10th Day of March 2025 at Punyashlok Ahilyadevi Holkar Solapur University, Solapur.

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BETWEEN

Gowin Enterprises Pvt Ltd., bearing Registration No. PN000005350, having its office at **157 Besment Godawon , 10 Shubhry, South Kasba, Solapur North , Solapur- 413007, Maharashtra, India.** Herein referred to as "Gowin Enterprises" represented through **Mr. Kalpak Shahane** aged 32 years working as Chief Executive Officer of the First Party;

AND

PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR established by Government of Maharashtra on 22nd July 2004 vide **USG 1004/C94/2004-UNI Dt. 22nd July 2004**, (hereinafter referred to as "PAHSUS") Non-Agricultural State University, having its registered office at Kegaon, Solapur, Pune National Highway, Solapur- 413 255 represented by Registrar (which expression shall unless the meaning or context otherwise requires shall mean and include its successors and assigns) of the Second Party;

1. Scope :

First Party & Second Party believe that for providing a better platform for students and stake holder including students from the University Campus School, Departments / Center of Institution and also the students from the various Affiliated colleges / Institutions and also the students from the Autonomous college / Institution etc. within the jurisdiction of this university to give better opportunities in various fields of education and interdisciplinary research etc. the collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

2. The Objectives of the MoU are:

- a) **Technology demonstration, dissemination and transfer:** The PAHSUS may engage in technology transfer activities, wherein innovative processes or technologies developed within the PAHSUS's laboratory may be shared with Gowin Enterprises units.



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encouraged to take Industry problems and work with industry for their Project work/ Research work for their UG/PG/PhD program.

5. Terms and Conditions:

1) All activities shall be executed only after written consent of both the parties.

2) If any of the colleges/institutions etc. as mentioned in Scope wants to participate in the activity pursuant to this MoU, a separate MoU is required to be signed by and between the college/institution and the First Party and both the parties shall inform about such activities to the University/Second Party well in advance.

3) This Memorandum of Understanding reflects the respective institutions' commitments to the terms and conditions mentioned in the MoU. This MoU does not confer any financial liability upon the parties to this agreement. This MoU shall remain in effect initially for Three (03) years and thereafter and can be renewed after taking review for another period as agreed by both the universities. This MoU may be amended or terminated at any time by either Party provided that written notice of termination or amendment is given by the notifying Party to the other Party before (90) days of the date on which the termination or the amendment is intended to become effective. The commitments, made before the date of termination of MoU, shall continue to be operative.

6. Financing:

This MoU does not confer any financial liability on any of the parties to this MoU. The activities which require financial assistance shall be decided by mutual consent of both the Parties and shall be initiated only after written agreement to this effect which includes financial contributions of all or any



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- b) **Facilitation of Training and Research:** Active collaboration of both the parties for promotion of students' training and quality research (UG/PG/Ph.D./Faculty) in cutting-edge areas in accordance with the provisions.

Both parties agree to collaborate in good faith to facilitate the transfer of technology, ensuring that appropriate agreements and confidentiality measures are in place to protect intellectual property rights.

3. Areas of collaboration:

- a) Both parties may share innovative ideas or research findings that have the potential to benefit GOWIN ENTERPRISES business operations or product development.
- b) GOWIN ENTERPRISES and the PAHSUS agree to evaluate shared innovative ideas and, if mutually agreed, may enter into separate agreements to further develop or implement these ideas.
- c) Jointly carry out technology development intending to have its commercial application in microbiology, agriculture, biotechnology.

4. Proposed modes of collaboration:

- **Guest Lectures:** Mutual arrangements for guest lectures will be made to facilitate knowledge sharing and exposure to diverse area of science.
- **Skill Development Programs for Students:** Both parties will jointly conduct skill development programs aimed at enhancing the practical skills of students.
- **Placement of Trained Students:** Efforts will be made to facilitate the placement of trained students in relevant industries through joint initiatives.
- **Internship & Apprenticeship:** Institutions will work together to organize internships and apprenticeships for students in various professional areas.
- **Industry Collaborative Project work/ Research work:** Students will be



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Participant in any form of advertising or publicity without express written permission. It shall be necessary to seek permission from one another by submitting the proposed use, well in advance of any deadline, also any activity for which the certificate and or memento is to be awarded to the participants it shall carry the name and logo of both the parties to this MoU.

10. Relationship Between The Parties: -

It is expressly agreed that First Party and Second Party are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall not represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

11. Confidentiality: -

In the course of the activities under this MoU it may be necessary for the Participants to disclose Confidential Information. Unless otherwise expressly permitted in this agreement, any and all information, correspondence, financial statements, records, data, or information that is competitively sensitive and not generally known to the public, including formulations, analysis, inventions, improvements and activities of the disclosing Participant, disclosed by one Participant to the other Participant of this MoU, and other documents transmitted or communicated by either Participant to the other Participant that is marked as confidential or proprietary for the purposes of this agreement ("Confidential Information")

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of kinds and specifying the sharing of profit if any.

7. Nomination of Coordinators:

Gowin Enterprises Pvt Ltd.

Mr. Kalpak Shahane

Chief Executive Officer

Gowin Enterprises Pvt Ltd.

Mobile No: 9960032302

E-mail ID – CEO@MASTCheck.com

For Punyashlok Ahilyadevi Holkar Solapur University, Solapur

Prof. Vikas. B. Patil

Director, School of Life Sciences,

Punyashlok Ahilyadevi Holkar

Solapur University, Solapur.

Mobile No: 9422532521

E-mail ID – yvpatil@sus.ac.in https://www.sus.ac.in

8. Arrangements for visiting officials: -

Gowin Enterprises Pvt Ltd.

The meeting Hall of Gowin Enterprises Pvt Ltd. will be used for meeting and conference purposes.

For Punyashlok Ahilyadevi Holkar Solapur University, Solapur:

The Conference Hall as available with the university will be used for meeting and conference purposes.

9. Use of Names: -

Except in promoting the activities proposed in Article 1.1 above among its faculty, staff, and students, neither Participant may use the name of the other



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present Memorandum of Understanding and shall form an integral part of it thereof.

14. Validity & Termination: -

This MoU shall be valid for three (03) years. The Memorandum of Understanding will enter into force on the date of signing and shall remain in force throughout the period or unless revoked by the consent of the Parties. Either of the Parties may terminate the present Memorandum of Understanding by giving the other party a written notice of ninety days in advance of its decision to terminate this Memorandum of Understanding. Termination will not affect activities covered by a collaborative contract between the executive agencies and already underway at the time of termination.

15. Settlement of Dispute: -

Any disputes arising out of the implementation or interpretation of the provisions of this Agreement and or dispute relating to any aspect of academic cooperation shall be settled amicably or will try to jointly resolve the dispute if any by direct negotiations between the top officials of the first and second party to this MoU at the place mutually agreed between them / at Solapur as the case may be.

16. Non-Binding Nature: -

This MoU is not intended to and does not give any person who is not a Participant to it any rights to enforce any of its provisions. Nothing in this MoU will be construed as creating a binding legal relationship between the Participants, with the exception of condition which will survive the expiry or termination of this MoU. This MoU is a broad statement of intent which sets forth the general basis upon which the Participants wish to proceed. No

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shall be received and treated in confidence, and shall not be used by the receiving Participant or disclosed by the receiving Participant without the prior written consent of the disclosing Participant, which consent shall not be unreasonably with-held or delayed. These restrictions on use or disclosure of information do not extend to any item of information which (a) is publicly known at the time of the disclosure, (b) is lawfully received by the receiving Participant from a third party which does not have a confidential relationship to the disclosing Participant, (c) the receiving Participant can demonstrate was in its possession or known by it before its receipt from the disclosing Participant, or (d) the receiving Participant is required by law to disclose to government authorities (including courts). Unless otherwise required under a subsequent binding agreement, each receiving Participant shall, at the expiry or termination of this agreement, return to the disclosing Participant any and all documents provided by the disclosing Participant setting out as Confidential Information.

12. Intellectual Property Rights: -

All Intellectual Property (including but not limited to trade secret, copyrights and patents, etc. if any) of either Party in existence on the effective date shall remain the property of their respective owner/party. Ownership of any and all Intellectual Property developed or created by or for a Party after the effective date as part of the delivery of the services or performance under this MoU shall be decided on case-to-case basis depending on the contribution of the Party to develop the same with a separate written agreement signed between the Parties.

13. Amendment: -

The present Memorandum of Understanding can be amended by the Parties through mutual consultation. The amendments shall be enclosed with the

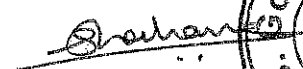
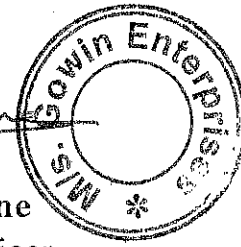


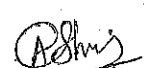
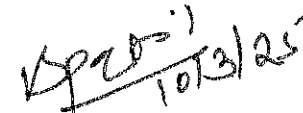


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legal liability will arise in respect of any subject matter hereof unless a subsequent binding agreement is negotiated, approved, executed and delivered by the Participants to this MoU.

All the above contents are read over and understood by both parties to this MoU and both the parties agree to abide by same. Hence the MoU is executed on 10th day of March 2025.

First Party   Mr. Kalpak Shahane Chief Executive Officer Gowin Enterprises Pvt Ltd. Mobile No: 9960032302 E-mail ID – CEO@MASTCheck.com	Second Party   Registrar, Smt. Yogini Ghare Email ID: registrar@sus.ac.in Tel. No.: 0217-2744770 Punyashlok Ahilyadevi Holkar Solapur University, Solapur.
Witness: 1.  Mr. Abhijit Ratnaparakhi Accountant Gowin Enterprises Pvt Ltd. Email ID: skcppl3@gmail.com Mobile No.: 919922464729	2.  Prof. Vikas B. Patil Director, School of Life Sciences, Punyashlok Ahilyadevi Holkar Solapur University, Solapur. Email ID : vbpatil@sus.ac.in Mobile No.: 9422532521

