

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MoU") is executed on this 25<sup>th</sup> Day of July 2024 at Punyashlok Ahilyadevi Holkar Solapur University, Solapur.

### **BETWEEN**

Maharashtra Chamber of Commerce, Industry and Agriculture jointly with INNOeVERSITY as execution partner, referred to as MACCIA-INNOeVERSITY a prominent organization representing businesses and industries in Maharashtra, having Registration no.E-6747 (Mumbai), dt.09/03/1977 with its registered office at [Oricon House, 6th Flr., Maharashtra Chamber of Commerce Lane, Kala Ghoda, Fort, Mumbai- 400 001], hereinafter referred to as "MACCIA-INNOeVERSITY". Shri Lalit Gandhi, (President), represented by Shri Suresh Ghorpade working as Secretary General, and Manish M. Patil Co-Ordinator BSPP and Innovation Ignition initiative INNOeVERSITY (which expression shall unless the meaning or context otherwise requires shall mean and include its successors and assigns) the First Party.

### **AND**

PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR Established in 2004, Non-Agricultural State University, having its registered office at Kegaon, Solapur, Pune National Highway, Solapur- 413 255 hereinafter referred to as "PAHSUS" 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.Objectives of the MoU:**

Whereas PAHSUS objective is to impart employability skill programs, build ecosystem for industry interface, create internship and On Job Training (OJT) opportunities, whereas MACCIA-INNOeVERSITY objective is to support industry in building industry ready skilled workforce, accelerate industry problem solving process, support industry in developing more innovative products and solutions, parties intend to collaborate on the development and launch of below mentioned



certificate programs, deploy digital portal internship cell and pre-incubation cell under the aegis of "PAHSUS".

1. A 4-8-12 credit (Choice based Multiple entry / exit) certificate program "Industry Induction, Internship, Skilling, Mindfulness, Research and OJT" supported through digital portal internship cell for all branches as per the government GR for implementation of NEP2020.
2. Launch of complementary 4-8-12 credit (Choice based Multiple entry / exit) certificate program "Industry Induction, Internship, Skilling, Mindfulness, Research and OJT" supported through digital portal internship cell for all branches as per the government GR for implementation of NEP 2020, through the AICTE internship portal. Complementary for all willing and participating institutes under Solapur University (Max 20 seats per affiliated institute and 2 faculty for capacity building and qualify as "Certified Empaneled Mentor").
3. Any other regional industry specific skilling program jointly with PAHSUS in future, as per the university policy, guidelines and the process.

## **2. Areas of collaboration:**

1. Establishment of industry interfaced "Digital portal Internship Cell" in compliance with Government GR, at University centre, as well as at all interested and affiliated institutes, to facilitate and manage "Internship and on job training" in collaboration with industries and industry associations. And offer 4-8-12 credit multiple entry multiple exit "Industry Induction, Internship and OJT
2. Establishment of industry connected "Digital portal Pre-Incubation Cell" to support innovation and entrepreneurship.

## **3. Proposed modes of collaboration:**

All "PAHSUS" affiliated institute shall be able to fetch benefit through blanket MoU with Solapur university through digital portal Internship cell, pre-incubation cell and Skilling program through blanket MoU with "PAHSUS".



#### 4. Terms and Conditions:

1. All activities shall be executed only with the written consent of both the parties.
2. All program offer, execution, deployment of internship cell, and pre-incubation cell, shall get executed as per guidelines, steps and process defined in the "program brochure document" (Submitted separately in writing).
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 till terminated explicitly in writing. 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 the MoU shall continue to be operative.
4. University may discuss adding any other conditions as it deems fit only after consultation with MoU cell.

#### 5. Financing

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 contribution of all or any of kinds and specifying the sharing of profit if any.

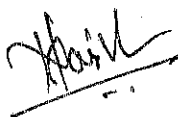
#### 6. Roles and contribution:

1. PAHSUS shall provide academic credibility, recognition of course credits for the learners as per the NEP2020 compliant university guidelines. PAHSUS shall Enable / Notify affiliated institutes to fetch benefits from complementary offer from MACCIA-INNOeVERSITY.
2. Both the parties to this MoU will discuss and finalise the framework for organising Industry-Academia meet, press and media publicity for enabling university and affiliated institutes to strengthen their industry connect and



make industry aware about their initiative jointly with MACCIA-INNOeVERSITY, and add MACCIA-INNOeVERSITY programs as one of the choice options for implementing NEP2020 guidelines on the campus of the University. The affiliated colleges may also approach MACCIA-INNOeVERSITY for executing such activity.

3. MACCIA-INNOeVERSITY shall leverage its industry credibility, including but not limited to: Industry network, Mentor network, Incubator network, Investor network, Industry-relevant needs, evaluation, on job training and internship opportunities. MACCIA-INNOeVERSITY will utilize the INNOeVERSITY digital technology platform and supporting mobile apps for program delivery, and operational support.
4. MACCIA-INNOeVERSITY shall follow systematic steps and process for program deployment and execution. (MoU- Faculty Capacity Building – Onboarding of Institute on digital portal – Program execution – Review and update report)
5. As University is within focus district MACCIA will offer programmes without any credit fees for the PAHSUS and institutes affiliated with PAHSUS.
6. MACCIA shall deploy university level platform for transparently monitoring the progress under the initiative, for the reference of the university.
7. MACCIA shall Associate with selected and willing institutes for establishing self-sustainable “Centre for Skilling, Innovation & Incubation” in collaboration with regional industry association members for the success of the program and support all stakeholders for effective participation in the program.
8. The implementation of credit policy shall take effect only after the approval of the Academic Council of this University.
9. The MACCIA-INNOeVERSITY will make necessary arrangement as per the necessity for providing On Job Training (OJT) activity for students with prior approval of University.



#### **7. Nomination of Coordinators:**

##### **MACCIA-INNOeVERSITY:**

1. Mr. Manish M Patil MACCIA-INNOeVERSITY BSPP Co-Ordinator
2. Shri Suresh Ghorpade (Or Nominated Person from Industry by Secretary general MACCIA)
3. Dr. Asawari Phadtare (MACCIA BSPP Solapur Region Co-Ordinator)

##### **PAHSUS:**

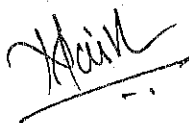
1. Dr. Anil Ghanwat
2. Dr. Shriram Raut

#### **8. Arrangements for visiting officials**

1. Each party shall bear its own costs and expenses incurred in relation to the travel, accommodation, and subsistence of its personnel participating in the exchange and visitation programs, unless otherwise mutually agreed in writing.
2. Any deviations from this arrangement must be approved in advance by both parties through a written agreement, specifying the nature of the expenses to be shared and the manner of their allocation.

#### **9. Use of Names.**

Except in promoting the activities proposed in Article 1 above among its faculty, staff, and students, neither Participant may use the name of the other Participant in any form of advertising or publicity without express written permission. 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.

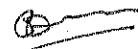


#### **10. Relationship Between the Parties**

It is expressly agreed that the Parties 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 have, nor 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.**

During 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") 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 withheld 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 present Memorandum of Understanding and shall form an integral part of it thereof.

#### **14. Validity & Termination**

This MoU shall be valid until terminated explicitly in writing. 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

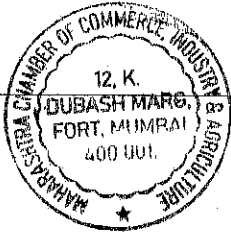

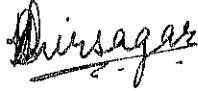
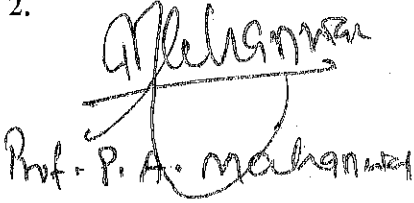


negotiations between the top officials of the first and second party to this MoU at the place mutually agreed between them / at Solapur as the case may be.

#### 16. Non-Binding Nature.

This MoU is not intended to and does not give any person who is not a Participant in, it any right 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 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 the parties to this MoU. Hence the MoU is executed on 25<sup>th</sup> day of July month 2024.

<b>First Party:</b> for President Maharashtra Chamber of Commerce, Industries and Agriculture 	<b>Second Party:</b> Registrar, Punyashlok Ahilyadevi Holkar Solapur University, Solapur. Registrar Punyashlok Ahilyadevi Holkar Solapur University, Solapur. 
<b>Witness: 1.</b>  Aparna Kshirsagar	<b>Witness: 2.</b>  Prof. P. A. Mahanwar