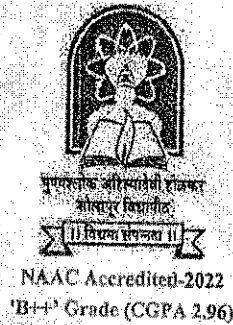


MEMORANDUM OF UNDERSTANDING BETWEEN



**SCHOOL OF ALLIED HEALTH SCIENCES,
PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR
UNIVERSITY, SOLAPUR
AND**



**VK VAYAM-Vivekananda Kendra Branch Solapur
FOR CONDUCT OF
CERTIFICATE COURSE IN PATANJAL YOG DARSHAN &
CERTIFICATE COURSE IN FOUNDATION OF YOGA
(Under Skill Development Centre)**



महाराष्ट्र MAHARASHTRA

2023

95AA 426555

सोलापूर अनुक्रमांक १८००३ दिनांक ९ JUL 2023

श्री/सौ. विवेकानंद केंद्र, कन्याकुमारी शाखा, सोलापूर

यांनी रु. १०० चा जनरल स्टॅम्प मागितलेवरून हा

रु. १०० चा व भरतीस रु. ५५५१

चे जनरल स्टॅम्प दिले.

21 JUN 2024

प्रताप सत्यवान सूर्यवंशी

शहर मुद्रांक विक्रेता-कोड नं. २५०१०४०
परवाना क्र. ७०, दि. ३०/६/१९९८
ऑफीस नं. ०९, सोखंडवाला कॉनर,
१४५, सिध्देश्वर पेठ, सोलापूर - २.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MoU") is executed on this 22 NOV 2024 Day of

Punyashlok Ahilyadevi Holkar Solapur University, Solapur.

BETWEEN

Vivekanand Kendra Vedantik Application of Yog and Management Solapur

is an entity of Vivekanand Kendra, Kanyakumari registered under Societies Registration Act, 1860 on 29th March 1963 having its registered office at Vivekanandapuram, Kanyakumari, Tamilnadu, India (629702) (hereinafter referred to as 'VK-VAYAM' represented through Mr. Subas Deshpande, Aged 56 years working as Secretary of the First Party.

AND

PUNYASHLOKAHILYADEVI 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 through 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. Objectives of the MoU:

PAHSU and VK-VAYAM are interested in working together with mutual collaboration to impart knowledge in the field of Yoga for willing students through the course developed jointly by both the parties. The course content, duration of the course, eligibility of the students for the admission, course teaching modules and course fees shall be as prescribed in this MoU. Subject to changes as may be prescribed by both the parties from time to time.

Now therefore both the parties have agreed to enter into a memorandum of understanding considering the long-term benefits of sharing knowledge and resources between the parties hereto.

3. Areas of collaboration:

3.1 PAHSU and VK-VAYAM intends to impart yoga education in the form of certificate courses through its centre Vivekanand Kendra Vedantic Application of Yoga and Management (VK-VAYAM) located at Solapur at registered address: Plot No.12-22, Pranav Nagari, Swami Vivekanand Marg, Jule Solapur, Maharashtra (413244)

3.2 Certificate courses shall be developed VK-VAYAM in accordance with the guidelines provided by PAHSU. VK-VAYAM has approached PAHSU to start the certificate courses namely, Certificate Course in Patanjali Yoga Darshan and Certificate Course in Foundation of Yoga and PAHSU has expressed its willingness to start the course.

3.3 Both the parties intend to develop and run these two course on the following guidelines.

The course will be run by the SCHOOL OF ALLIED HEALTH SCIENCES under SKILL DEVELOPMENT CENTRE of PAHSU. Course Details will be as follows

Sr. No	Name of the Course	Eligibility for Admission	Duration
1	Certificate Course in Patanjali Yoga Darshan	HSC (12 th Pass) from any stream	1 year weekend-based course
2	Certificate Course in Foundation of Yoga	HSC (12 th Pass) from any stream	6 months weekend-based course

3.3.1 The medium of the course will be MARATHI.

3.3.2 Written and practical exam of the course will be conducted at the end of one year and six months respectively as per the prescribed duration of course.

3.3.3 The courses will be enlisted the courses list under the Skill Development Centre.

3.4 Apart from running skill courses, both the parties intend to carry out joint activities in the following areas,

3.4.1 Collaborative Research Activities

3.4.2 On the Job Training for Students of PAHSU with special reference to students of MA Yoga and Diploma for Yoga Teacher Programs

4. Proposed modes of collaboration:

4.1 The responsibilities of PAHSU:

4.1.1 To carry out all the administrative responsibilities regarding the admission, collection of fees for the course etc. This responsibility will be of School of Allied Health Sciences PAHSU.

4.1.2 To provide publicity and necessary dissemination of information related to course to all the stakeholders of the University.

4.1.3 To conduct the exam and validate certificates issued on successful completion of the course by the students.

4.1.4 The responsibility of conducting the exams and issuing the certificates will be of SKILL DEVELOPMENT CENTRE of PAHSU.

4.2 The responsibilities of VK-VAYAM:

4.2.1 VK-VAYAM shall design and provide necessary syllabus of the both the courses as mentioned in article 3.3 to the PAHSU.

4.2.2 To conduct the theory and practical teaching classes at their own premises.

4.2.3 To ensure smooth running of the course and impart all the necessary skills to students admitted to the said course.

4.2.4 To deal with academic matters related to course ensuring complete attendance of all the students and conducting internal assessment as prescribed from time to time.

4.2.5 VK-VAYAM will appoint the appropriate qualified teachers for the teaching of the said courses.

4.2.6 VK-VAYAM will enroll students of MA Yoga and DYT programs of PAHSU for the ON JOB TRAINING (OJT) and ensure smooth conduct of said OJT and award certificate of completion to the eligible students after successful completion of the OJT.

4.2.7 Cooperate PAHSU for carrying out any mutually decided and agreed combined research activity by both the parties

5. Nature of Activities:

3.5 Course Duration:

For Certificate Course in Patanjali Yoga Darshan – 1 year

For Certificate Course in Foundation of Yoga- 3 months

3.6 Teaching Sessions: Every Saturday and Sunday.

3.7 Intake per Batch per course- Maximum of 50 students (Can be changed with prior written request by VK VAYAM and approval by PAHSU)

3.8 Fees per student-

For Certificate Course in Patanjali Yoga Darshan – Rs.3000 per student*

For Certificate Course in Foundation of Yoga- Rs.2000 per student*

(*Exclusive of Exam, Eligibility and Certificate Fees as per the norms of Skill Development Centre of PAHSU).

3.9 Course Venue: VK VAYAM-Plot No.12-22, Pranav Nagari, Swami Vivekanand Marg, Jule Solapur 413244. PAHSU reserves right to change the venue as and when required.

3.10 Eligibility for Admission- Minimum 12th pass from any stream

3.11 Medium of Instruction: MARATHI

3.12 Age Limit-

For Certificate Course in Patanjali Yoga Darshan – No age limit

For Certificate Course in Foundation of Yoga- Maximum 65 years

3.13 Timings of batch: Timings will be as per the convenience of admitted students.

3.14 VK VAYAM will make all the necessary arrangements for appointment of teachers, and paying necessary salary or remuneration.

3.15 VK VAYAM will ensure that the qualified faculties will be appointed for the teaching of the courses. Information of appointed faculties and admitted students must be submitted to PAHSU from time to time.

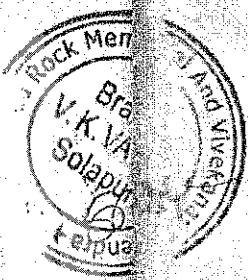
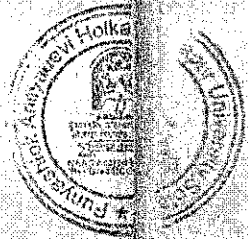
3.16 On successful completion of course, students will receive certificate of completion which will be issued jointly by PAHSU and VK-VAYAM. Certificate will carry name and logo of both the parties.

4 Terms and Conditions:

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

4.2 If the any of the college/institution etc. as mentioned in Scope wants to participate in the activity pursuant to this MoU, 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 activity to the University / Second Party well in advance.

4.3 This Memorandum of Understanding reflects the respective institutions' commitments to the terms and conditions mentioned in the MoU. This MoU shall remain in effect initially for three 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.

5 Financing :

7.1 The tuition fees collected from admitted students will be deposited in the University accounts.

PAHSU will hand over the detailed list of admitted students to VK-VAYAM once the admission proves is over.

7.2 Out of total fees collected from the admitted students, 75% amount will be allotted to VK-VAYAM (after deduction of TDS) and remaining 25% share will be retained by PAHSUS.

7.3 Examination Fees will be separately collected from the students and there will be entirely deposited to university accounts. VK VAYAM will not have any claim in the exam fees.

7.4 PAHSU will not be liable to pay any amount to VK-VAYAM except the share from the fees collected from the admitted students as mentioned in article 7.2.

8 Nomination of Coordinators:

For First Party- Mr.Suhas Deshpande, Secretary, VK VAYAM

For Second Party- Dr. Abhijeet Jagtap- Coordinator School of Allied Health Sciences

9 Arrangements for visiting officials:

Second Party Reserves right to visit the premise of the First Party as and when deemed to be required for the purpose of inspection and vigilance in order to ensure the smooth conduct of activities mentioned under this MoU. First Party has to make all the necessary arrangements required for such official visits.

10 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 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.

11 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 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.

12 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") 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 and any out as Confidential Information.

13 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 owners. 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.

14 Amendments

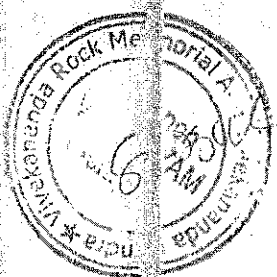
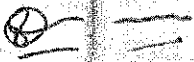
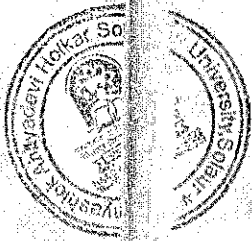
The present Memorandum of Understanding can be amended by the Parties through mutual consultation. Any amendments shall be enclosed with the present Memorandum of Understanding and will form an integral part of it thereof.

15 Validity & Termination

This MoU shall be valid for three 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 mutual 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 pre-terminative contract between the executive agencies and already underway at the time of termination.

16 Settlement of Dispute

Any dispute 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

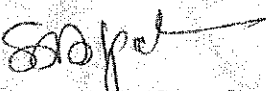




amicably or will try to jointly resolve the dispute if any by direct negotiations between the top officials of the first and second party to this MoU at the place mutually agreed between them / at Solapur as the case may be.

17 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 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 22nd day of NOV month 2024.

 Mr. Suhas Deshpande Secretary VKVAYAM Solapur	 (Smt. Yogini Ramesh Chare) Registrar, Punyashlok Ahilyadevi Holkar Solapur University, Solapur.
Witness : 1.  Gururaj Deshpande VAYAM - Vyavastha Pramukh	2. 