

MEMORANDUM OF UNDERSTANDING (MoU)

FOR

**Promoting Simulated Learning based 100% Experiential & Hands-on Skill
Enhancement Courses (SEC) & Curriculum Integrated courses in Commerce
Education**

BETWEEN

M/S SEDIBUZ GLOBAL TECHNOLOGIES

307, City Crown, Near Karve Statue, Karve Road,
Kothrud, Pune 411038, Maharashtra State, India



AND

**PUNYASHLOK AHILYADEVI HOLKAR
SOLAPUR UNIVERSITY**

Dnyanteerth Nagar, Kegaon, Solapur-413255



SKILL DEVELOPMENT CENTRE

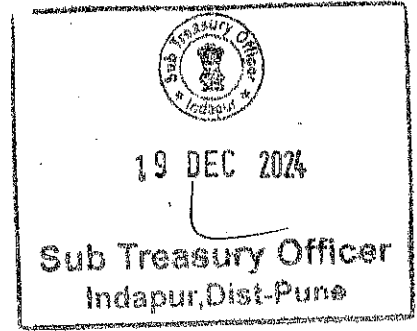
Date: 23RD DECEMBER, 2024



महाराष्ट्र MAHARASHTRA

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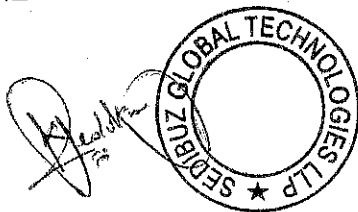
MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MoU") is executed on this 23rd day of December, 2024 at Punyashlok Ahilyadevi Holkar Solapur University, Solapur.

BETWEEN

PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR, a 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 First Part;

AND



M/S SEDIBUZ GLOBAL TECHNOLOGIES LLP (LLPIN: AAP-1617) having its office at 307, City Crown, Near Karve Statue, Karve Road, Kothrud, Pune 411038, Maharashtra State, India, hereinafter referred to as "SEDIBUZ", represented through Kiran Shrikant Deolalkar, aged, Founder & CEO (which expression shall unless the meaning or context otherwise requires shall mean and include its successors and assigns) of the Second Part;

Each of the parties are individually referred to as 1st and 2nd party and collectively as "Parties"

WHEREAS, the 1st party (PAHSUS) Punyashlok Ahilyadevi Holkar Solapur University is a young state University of Maharashtra state, established on 1st August 2004. The Formation of the University at Solapur was a long-cherished desire of the people of this region and the people of the district have an emotional attachment to the University since its inception.

WHEREAS, the 2nd party (SEDIBUZ), is an authorized Master Partner of Nergy India Pvt Ltd, where Nergy is a renowned Edtech product company, specialized in developing and marketing simulated technology (SL Tech) and interactive learning (IL Tech) tools that enhance the educational experience of the students in various commerce, finance, taxation, and statutory subjects.

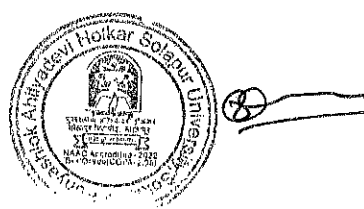
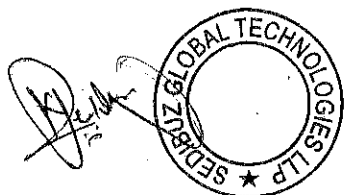
1. Scope of the MoU:

The Parties 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:

The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative framework between the parties which entails the implementation of Integration and Skill Enhancement courses with the students of the 1st Party, developed and marketed by the 2nd Party, approved by MEPSC (Management & Entrepreneurship and Professional Skills Council) and BFSI SSC (Banking, Financial Services, and Insurance Sector Skill Council) and aligned to their job roles.

This program shall be delivered to the students of the 1st Party by the 2nd Party (SEDIBUZ) who is an authorized Master Partner of the Nergy India Pvt Ltd, through the facilitation of the 1st Party (PAHSUS).



The 2nd Party shall be the implementation agency responsible for executing the online training programs.

This collaboration as envisaged by this document aims to produce proficient and readily deployable resources, aligned to industry standards. The 2nd Party, in this capacity, will execute and provide the enrolled students with the 1st Party, with comprehensive study materials and simulations, fostering a harmonious bridging between academic learning and industry relevance.

The broad intention of this document is to enter into a collaborative agreement between the parties to provide the students with a unique and one of a kind of learning experience supported through simulated technology (SL Tech) and interactive learning (IL Tech) tools to enhance the employability quotient of the students.

3. Areas of Collaboration :

Parties will be collaborating for providing following NERGY Tools:

- a) Skill Based Experiential Courses- NSQF Aligned
- b) NERGY Technology Tools Integration into curriculum- NEP 2020 Aligned

Delivered through NERGY Vidya online platform.

Online Course training program shall consist of comprehensive study materials and simulation designed to augment the existing syllabus which will equip the students enrolled under the 1st Party with practical skills and knowledge relevant to both academic excellence and industry requirements.

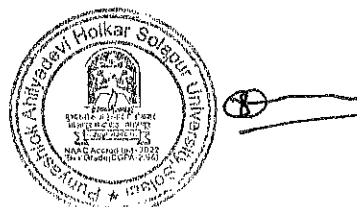
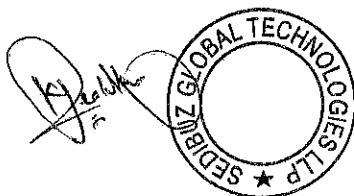
4. Proposed modes of collaboration:

The 1st party will provide following Nergy offering as part of their academic offering.



- a. Skill Based Experiential Courses- NSQF Aligned
 - b. NERGY Technology Tools Integration into curriculum- NEP 2020 Aligned
- Delivered through NERGY Vidya platform.

5. Nature of Activities:

SEDBUZ offer a variety of courses that cater to the needs of industry and society, including skill-based courses and modular programs. These educational offerings will be affiliated to the PAHSUS, other universities and academic institutions, and industry affiliates as the case maybe. PAHSUS shall

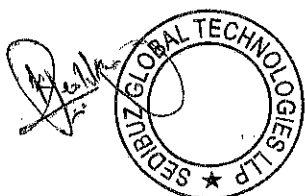


be entitled to 50% of the Gross Collection of course Fee from the said Courses, sharing its goodwill and for performing its duties, responsibilities, and obligations under this MOU.

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- a) Provide the integrated course to all the students from Commerce faculty by way mapping the Nergy offering with the Syllabus from Semester 1 to Semester 6.
 - b) Provide the courses as Add-on skill development programs/Short term Certification course.
 - c) Flexible Delivery Models; Delivered through implementation of a value-added online course (Addon/Certificate/Elective/Short-term) for existing students.
 - d) The program seeks to enrich the academic experience of students by following the offering by (NERGY)
 - Skill Based Experiential Courses- NSQF Aligned
 - NERGY Technology Tools Integration into curriculum- NEP 2020 Aligned
 - e) The program aims to facilitate a seamless transition for students from academia to the professional sphere by providing them with an end-to-end online training program supported by comprehensive study materials and simulations for interactive practical training.
 - f) This unique training delivery aims to equip students with the knowledge and practical skills in a near real time work environment, aligning their education with industry requirement.
 - g) The parties acknowledge their commitment to regular communication, interaction, and continued collaboration to ensure the program's success ensuring a holistic development of participating students.

6. Terms and Conditions:

- a) All activities shall be executed only after written consent of all the parties.
- b) 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 2nd Party and shall inform about such activity to the University / 1st Party well in advance.
- c) This Memorandum of Understanding reflects the respective institutions' commitments to the terms and conditions mentioned in the MoU.
- d) This MoU shall remain in effect initially for 60 Months and thereafter and can



be renewed after taking review for another period as agreed by both the universities.

e) 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.

f) School may add any other conditions as it deems fit either on their own or after consultation with the MoU cell as the case may be.

7. Admission and Validity of Student Logins:

The admissions are online and students need to login and fill-up all the credentials along with fee payments once all the necessary credentials and payment received the students will get the login credentials.

2nd party will provide all necessary applications and software support to complete the online admission procedure.

The duration for the validity of student logins, effective from the date of activation, is as follows:

- For institutes, the login credentials shall remain valid for a period of 6 months.
- Colleges engaged in degree-integrated programs shall have a login validity period of 1 year.

8. Commercial:

All the collection of fees would be done through payment gateway. Out of the total fees collected, the sharing ratio will be 50% of SEDIBUZ and 50 % of PAHSUS. Accordingly, the amount will be transferred to PAHSUS and SEDIBUZ account after deducting the necessary taxes as applicable time to time. The same sharing ratio is applicable to all new courses added to product list.

a. Price list (INR)

Courses	Self-Paced Learning
Personal Finance	₹1100/-
GST Executive	₹2000/-
Statutory Executive	₹2500/-
Finance Executive	₹2800/-
GST Assistant OJT	₹3000/-
Accounts Assistant OJT	₹3000/-
UG Integrated	₹2800/-
PG Integrated	₹2800/-

b. Revenue Sharing (INR)

Self-Paced Training		
Courses	PAHSUS	Sedibuz
Personal Finance	₹ 200/-	₹ 900/-
GST Executive	₹ 1000/-	₹ 1000/-
Statutory Executive	₹ 1250/-	₹ 1250/-
Finance Executive	₹ 1400/-	₹ 1400/-
GST Assistant OJT	₹ 1500/-	₹ 1500/-
Accounts Assistant OJT	₹ 1500/-	₹ 1500/-
UG Integrated	₹ 1400/-	₹ 1400/-
PG Integrated	₹ 1400/-	₹ 1400/-

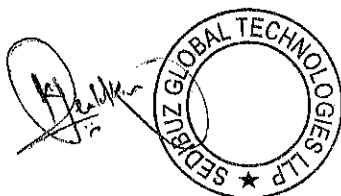
c. Payment Terms


- GST is additional. (Applicable at the rate of 18%).
- The 1st party shall make payment towards purchase of NERGY IDs to 2nd party as per the price mentioned in the MoU
- The 2nd party shall raise an invoice against 1st party requirements, clearly mentioning the regular particulars and payment terms.
- The 1st party shall credit the due invoice amount in full into 2nd party's bank account after which the 2nd party shall release the ID's.
- There shall be a window of 15 (Fifteen) days for the due payment to be made from the date of invoice, failure of which shall attract payment of interest to the tune of 18% on the payment due to SEDIBUZ.
- In case of a failure of payment by 1st party, 2nd party reserves the right to suspend the release of student IDs until payment is successfully processed and credited to 2nd party's bank account.
- If the enrolled students wish to obtain an NCVET endorsed certificate in addition to the NERGY/SSC course completion certificate, they shall clear an assessment and are required to pay the stipulated fees.

9. Roles and Responsibilities of the Parties.


9.1. Roles and Responsibility of the 1st Party.

- a) Coordination of Skill Enhancement courses: The 1st party (PAHSUS) shall be functioning as the program facilitating entity, shall be responsible for coordinating the implementation of Skill Enhancement Courses delivered by the 2nd party (SEDIBUZ).



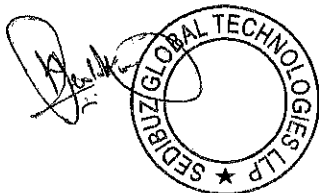
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- b) Training Program Oversight and Collaboration: This involves overseeing the seamless execution of online training programs including promotion, mobilization, student enrolment, deployment, delivery of course materials, providing the infrastructure for offline classes, student participation and continuous feedback from the students and self to the 2nd party.
- c) Seamless Academic Integration Process: This includes integrating course materials seamlessly into the academic framework to ensure a cohesive learning experience for students.

9.2. Roles and Responsibility of the 2nd Party


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- a) Implementation Agency Role: The 2nd Party (SEDIBUZ) shall perform the role as the Program Implementation Agency, responsible for executing the training programs end to end.
- b) Comprehensive Program Execution Responsibilities: The 2nd party responsibilities include executing the training programs and eventually creating industry-ready resources and delivering comprehensive study materials and simulations created to students enrolled with the 1st Party for the course programs.
- c) Collaborative Integration Efforts: The 2nd party actively shall collaborate with 1st party to ensure the effective integration of academic learning with industry expectations.
- d) Technological Services: The 2nd Party shall provide state of the art cloud-based simulation learning, (SL Tech) and interactive learning (IL Tech) tools for commerce, statutory compliance, and personal finance subjects.
- e) Technical Support and Continuous Improvement: The 2nd Party is responsible for offering ongoing technical support and maintenance, conducting regular updates, and continuously improving the technological solutions to ensure they meet industry and educational advancements.
- f) Collaboration and Integration: The 2nd (SEDIBUZ) Party will collaborate closely with 1st Party (PAHSUS) to customize and integrate their technological solutions seamlessly into the training programs, as well as conduct training sessions for effective implementation

10. Nomination of Coordinators:

- a. Designated Decision-Maker: is hereby designated as the deciding authority at the 1st Party's end (PAHSUS), and Mr. Kiran S. Deolalkar shall assume the role of the deciding authority at the 2nd Party's end (SEDIBUZ).



- b. Autonomous Decision-Making: The decision-making process within this MOU will be linked to each party's responsibilities. Each party retains autonomous decision-making authority concerning matters directly associated with its designated roles and responsibilities outlined in this MOU.



11. Arrangements for visiting officials:

The university will provide **available** accommodation and necessary arrangements on campus for visiting faculty members. This includes suitable lodging and access to facilities that support their stay and teaching activities. The university will ensure a comfortable and conducive environment for the visiting faculty during their tenure.



12. Use of Names

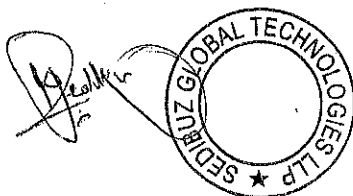
Except in promoting the activities proposed in above among its faculty, staff, and students, neither Participant may use the name of the other Participant in any form of advertising or publicity without express written permission. seek permission from one another by submitting the proposed use, well 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.

13. Relationship Between the Parties

It is expressly agreed that 1st Party and 2nd 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.

14. 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 setting out as Confidential Information.



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

16. Indemnity:

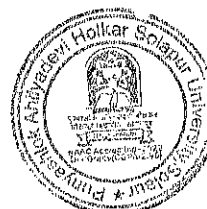
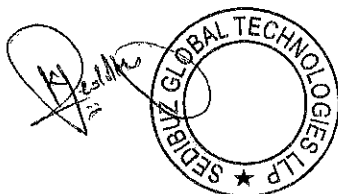
The 1st party agrees to indemnify and hereby keep indemnified safe and harmless 2nd, its successors and assigns of from or against any and all actions, claims, demands, disputes, liabilities, losses, costs, charges, expenses or damages that 2nd party may incur or suffer as a result of any acts, deeds, omission or any misrepresentation made by the 1st party while soliciting business in the name of 2nd party or non-compliance by the APEX with the applicable provisions of the law in force or any third party claims.

17. 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.

18. Validity & Termination

This MoU shall be valid for 60 months. 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.



19. Governing Law/ Jurisdiction of Court

The provisions of this MOU shall be governed by, and construed in accordance with the applicable Indian laws. Parties shall at all times and at its own expense will strictly comply with all applicable laws, rules, regulations and Governmental orders and maintain in full force and effect all licenses, permits, authorization, registration and qualifications from all Governmental departments and agencies to the extent necessary to perform its obligations hereunder. Each Party shall submit to the jurisdiction of the Courts at Solapur.

20. Settlement of Dispute

The Parties will attempt amicably to resolve any controversy, dispute or difference arising out of this MoU. However, if no such resolution is reached, the Parties consent to submit to arbitration under the Arbitration & Conciliation Act, 1996. The arbitration proceedings will be presided by a sole arbitrator appointed mutually by the Parties and the venue of arbitration shall be at Solapur. The award shall be binding on the parties, subject to the applicable laws in force and the award shall be enforceable in any competent court of law.

21. Non-Binding Nature

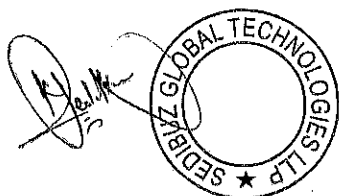
This MoU is not intended to and does not give any person who is not a Participant to it any rights to enforce any of its provisions. Nothing in this MoU will be construed as creating a binding legal relationship between the Participants, with the exception of condition which will survive the expiry or 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.

22. Force Majeure

Neither Party shall be liable for failure to meet their obligations due to event of Force Majeure. Force Majeure is taken to mean events, including but not limited to strikes, blockade, war, riots, natural disaster, acts of God, epidemic, refusal of license by State/ Central Government authorities, court orders, in so far as such event(s) prevents or delays either Party from fulfilling its obligations hereunder. In case the Force Majeure conditions continue for more than fifteen (15) days, Parties shall discuss the effect of such conditions on this MoU and mutually decide the course of action to be followed, including but not limited to termination of this MoU.

23. Notices

All notices required to be served by any of the Parties hereto be deemed to have been duly and effectually served, if delivered through registered E-mail address or addressed by registered post at the following address as mentioned above.









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24. Severability

The invalidity of any portion of this MoU shall not affect the remaining portion of the MOU or any part thereof and this MoU shall be constructed as if such invalid portion or portions had not been inserted herein. The parties will replace an invalid provision or fill a gap with valid provision, which most closely approximates the intent and economic effect of the invalid provision.

IN WITNESS WHEREOF, the parties caused this MoU to be executed by their respective representatives duly authorized thereunto as of this 23rd day of December, 2024.



<p>First Party</p> <p> 23/12/24</p> <p>Registrar Smt. Yogini Ramesh Ghare Punyashlok Ahilyadevi Holkar Solapur University, Solapur. Holkar Solapur University, Solapur.</p> <p></p>	<p>Second Party</p> <p> 23/12/24</p> <p>Kiran S. Deolalkar Founder & CEO, Sedibuz Global Technologies LLP, Pune</p> <p></p>
<p>Witness : 1.</p> <p> DR. J. N. Shrinagar</p>	<p>2.</p> <p> Yashraj Yawalkar</p>