

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as “MoU”) is executed on this-----Day of June 2024, at PAHSUS.

BETWEEN

First Party; (Information with LLPIN or Registration No.)

AND

Punyashlok Ahilyadevi Holkar Solapur University, Solapur located in 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;

WHEREAS:

- (a) 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.
- (b) the 2nd party (_____),
- (c) The parties hereto have decided to set forth in writing the terms and conditions of the Agreement arrived at between themselves.

1. Objectives of the MoU:

As per the Maharashtra University Act 2016, 4(49), PAHSUS proposes to sign MoU with _____ to bridge the gap between education and industry for getting holistic support to students in Data Science, Artificial Intelligence, Cybersecurity and other relevant fields. The curriculum will include a strong foundation in data science principles, along with practical training and industry-relevant projects. Students will gain hands-on experience through workshops, internships, and industry placements, ensuring they are well-prepared for data science careers. The program will be taught by faculty with both academic credentials and real-world data science experience within the framework of UG and PG as per the UGC/AICTE norms. Leverage industry networks to provide students with access to guest lectures, mentorship opportunities, and potential job placements.

2. **Scope of the MoU :**

_____ & PAHSUS 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.

3. **Areas of collaboration:**

1. Develop and conduct the Skill Courses.
2. Provide Course related education, but not limited to these domains.
3. Provide necessary course education services such as workshops, online courses, and professional development programs.
4. Conduct training programs, including bootcamps and certificate courses.
5. Conduct and organize course education-related seminars or workshops.
6. Facilitate internships and placements for students in course related companies and research institutions.
7. To provide other related services for courses.

4. **Proposed Courses and modes of collaboration:**

- A. Courses Name
- B. Duration, Eligibility Criteria
- C. Credits with maximum and minimum marks, Passing Marks
- D. other necessary requirements.

- Hereinafter collectively referred to as the “**Said Courses**”.
- Fee Structure for all programs are attached in Appendix-1
- The eligibility for such course shall be as per the criteria defined by the statutory body.
- The syllabus should be approved by the university.
- No program shall be initiated without due approval of the university.
- The exam for such courses shall be conducted as per the decision and method specified by the university.
- The assessment shall be carried out strictly as per the norms of this university.
- The mark list, degree certificate and or other certificates as case may be shall be issued only after successful completion of respective course and after qualifying the examination as per the university norms and after verifying the details. The mark list, degree certificate and or other certificates as case may be signed by the university authority.
- The method of teaching for these courses shall be as per the method and mode specified and defined by UGC from time to time which includes Blended mode.

5. Duties and Obligations of PAHSUS shall be as follows.

- a. The PAHSUS shall not be held responsible for appointment of teaching and non-teaching staff etc., making payment or salaries or clearing dues of the above-mentioned staff.
 - b. There shall be no relation of PAHSUS with the employees of _____ in terms of employment contract.
 - c. To file required documents and papers with the Parent University & any other statutory bodies for the aforesaid jointly run study programs.
 - d. Prepare the curriculum of said courses under appropriate BoS and further have approvals of Academic Council. To include in its syllabus and in any of its suitable promotional material, the information about the various courses to be conducted in collaboration with _____. The details will be published on **PAHSUS** website and a dedicated page related to the courses offered will be created on the **PAHSUS** website.
 - e. To help in advertising the proposed courses by _____ to their existing and future students through their available advertising channel campus and all offices.
 - f. The university will collaborate with _____ to promote the course to potential students and industry partners.
- 1. Duties and Obligations of _____ shall be as follows: -**
- a. Industry experts (minimum 3 – 4) of _____ will be a part of BoS for formation of curriculum and will be responsible to provide an integrated courses curriculum for the said courses as per mutually agreed basis and as approved by the Board of Studies as well as Academic Council of PAHSUS.
 - b. Responsible to conduct theory, projects, workshops and practical work through practical training and internships as per the UGC/AICTE norms
 - c. Undertake the admissions and enrolment procedure at PAHSUS effective from Academic Year 2024-25 unless the parties decide to start operations on a later date for all or any of the courses.
 - d. Responsible to maintain quality of teaching standards and content as per the mutually agreed basis between the parties and as approved by the Board of Studies as well as Academic Council of PAHSUS.
 - e. Responsible to make the inquiry forms available to the interested students at all _____ and at PAHSUS campus.
 - f. However other rules of university/state govt. for the admission are applicable.
 - g. Responsible for administration and payment of Salary and other operational expenses from its share as _____ may deem fit. Salary of teachers and other staffing expenses are to be borne by _____. Similarly, selection and appointment of the teachers and other staff shall be solely done by _____ and _____ be responsible to make payments to the teacher's, staff etc, to carry out statutory deductions etc., as may be required from time to time. The faculty members should satisfy the norms of AICTE/UGC and specified by the Government from time to time. The _____ should take full responsibility for the staff hired under this MoU. Under no circumstances university is liable to any responsibility of these staff members.

- h. Responsible for conducting theory classes and practical work on subjects with the qualified teaching staff and the trainers and or visiting faculties as per the mutually agreed terms and as approved by the Board of Studies as well as Academic Council of PAHSUS.
 - i. Authorized to appoint staff members (regular and visiting), for the aforesaid study courses. _____ alone shall be responsible to make payment as well as maintain all the information regarding the remuneration, leave record, expenses etc., of the teachers, staff etc. They shall not be treated as employees or staff of PAHSUS.
 - j. _____ will help in conducting the examination by assisting in required paper setting and evaluation process. The additional remuneration for these works will be provided as the university norms.
 - k. Responsible to declare the examination results per the mutually agreed basis and as per the directions laid down by the Board of Studies & Academic Council of PAHSUS and complete details will be shared among both parties.
 - l. Responsible to the number of students admitted with a possibility of taking 10% extra students to provide for student drop-outs. Every year one division of up to 60 students is allowed for each course offered.
 - m. Responsible to certify for the Degree Certifications to the successful candidates of the said course to PAHSUS.
 - n. All the proprietary rights for the course content, presentation and videos developed by _____ belong to and will continue to be property of _____.
 - o. Responsible to design the curriculum for all the jointly run courses on the mutually acceptable basis and as approved by the Board of Studies as well as Academic Council of PAHSUS. The parties agree to alter the curriculum with the intent to improve the quality of education with changing times and as recommended by the Board of Studies as well as Academic Council of PAHSUS. And shall implement this curriculum only after approval of the Board of Studies as well as Academic Council of PAHSUS.
2. The theory classes and the practical work on subjects will be conducted by the qualified teaching staff and the trainers at _____. The right to appoint staff members (regular and visiting), vests with the management of _____. The examinations will be conducted as per the general examination norms of PAHSUS. Academic support for the same i.e. exam paper setting and evaluation of papers will be provided by _____ and any expenditure for the same would be borne by the _____. The results would be declared by **PAHSUS** and complete details will be shared amongst the parties.
 3. The present ratio sharing percentage is based upon the proposed fees for the various courses. The total number of students admitted at _____ will be as mentioned in **Appendix I**. (It will contain the fee structure/breakdown, duration and student intake), with a possibility of taking 10% extra students to provide for student drop-outs.

6. Nature of Activities and Financing:

_____ will utilize the infrastructure to 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 20% of the Gross Collection of course Fee from the said Courses for an academic year in lieu of sharing its PAHSUS campus situated at very prime location in the heart of the city, sharing its goodwill and also for performing its duties, responsibilities and obligations under this MOU.

- Out of the total fees collected, the sharing ratio will be 80% of _____ and 20% of PAHSUS. Accordingly, the amount will be transferred to PAHSUS and _____ account after deducting the necessary taxes as applicable time to time.
- The course fees specified by the _____ shall be place before the fee fixation committee and will be charged as per the recommendation and decision of the fee fixation committee of university.
- Also, the examination fees and activity fees etc. shall be decided as per the mutual consent of both parties to this MoU.
- The aforesaid 80% of the Gross Fee sharing to _____ is calculated and derived by _____ in the manner and ratio as enumerated hereunder:
 - a. **Admission Services:** _____ shall provide the following:
 - i. Advocating and promoting the Said Courses across various platforms including schools and colleges;
 - ii. Providing information and guidance on the admission process, including required documents and deadlines as well as assisting in understanding the admission criteria and pre-requisites;
 - iii. Providing assistance with filing out application forms along with required documents and guidance on writing essays and personal statements, if required;
 - iv. Providing support in navigating any online application on portals or submission systems;
 - v. Verifying that the documents submitted meet the requirement and specification of the University and assisting in rectifying any discrepancies or errors in the documents;
 - vi. Provide counselling sessions to discuss academic goals and career aspirations to identify suitable programs and courses;
 - vii. Providing guidance and assistance on preparation for entrance test and admission interviews;
 - viii. Providing information about any scholarships, grants or financial aid opportunities;
 - ix. Providing any other guidance, counselling and support to the students for completion of the admission process for the Said Courses.
 - b. **Delivery of the Said Courses:** _____ shall provide the following:
 - i. Collaborating with instructional designers and subject matter experts to design and develop the syllabus and curriculum frameworks of the Said Courses aligned with institutional learning goals and relevant accreditation standards;

- ii. Developing appropriate course materials, textbooks, reading materials, multimedia resources and learning activities and sequencing the contents logically to facilitate progressive development and conceptual understanding;
- iii. Conducting and delivering lectures, workshops etc. to teach and impart knowledge to students;
- iv. Identifying and incorporating diverse instructional methods, such as lectures, discussions, group work, case studies, simulations, hands-on activities, and technology-enhanced learning strategies to engage students;
- v. Integrating active learning strategies that encourage student participation, critical thinking, problem-solving, and application of knowledge fostering deeper learning experiences;
- vi. Ensuring that course materials and instructional activities are accessible to all students, including those with disabilities, by implementing universal design principles and providing alternative format, if required;
- vii. Conducting assignments and internal evaluation of students to determine their progress and assist them on the way forward;
- viii. Leveraging educational technologies and digital tools to enhance teaching and learning experiences, facilitate communication, collaboration, and feedback, and support online, hybrid, or blended learning environments;
- ix. Soliciting feedback to revise and refine the syllabus to improve clarity, relevance, and effectiveness;
- x. Providing faculty members with professional development opportunities, training, workshops, and resources to enhance their syllabus design skills and pedagogical practices;
- xi. Establishing mechanisms for ongoing evaluation and reflection on syllabus effectiveness, student learning outcomes, and instructional practices to inform future revisions and enhancements.

c. Examination services: _____ shall provide the following:

- i. Planning of exam schedules and coordination of exam time-table, venue and facilities as well as arrangement of exam logistics;
- ii. Enrolment and registration of students for exams and providing exam admission tickets or permits;
- iii. Setting the exam papers in alignment with course objectives and learning outcomes by selection of appropriate question formats (e.g. multiple choice, short answer, essay);
- iv. Implementation of security protocols for exam papers and preventing cheating and academic misconduct;
- v. Providing proctoring services comprising of assignment and training of invigilators and supervision of exam sessions;
- vi. Distribution and collection of exam papers, enforcement of exam rules and regulations and management of exam disruptions or incidents, if any;
- vii. Creating clear and consistent grading rubrics that articulate performance expectations and criteria for assessing student work and providing transparency and guidance to students;
- viii. Processing and validating exam results and releasing the exam scores and

grades and thereafter, generate exam result reports and distribute the exam certificates or transcripts;

Ensure that the exam policy is in compliance with the PAHSUS's regulatory requirements and standards and provide training to teachers, invigilators on exam policies and procedures;

Accordingly (a) and (b) aggregate to 80% of the Gross Fee Collection which shall be retained and shall belong to _____ fulfilling the conditions of providing sufficient staff for performing teaching and practical activities. The Exam fees in full will go to university and related remuneration for exam activities will be given to _____ staff participated in exam duties.

A. REFUND OF FEES

If any student cancels the admission, then the fees paid by him/her shall be refunded as per the norms of UGC and/or PAHSUS refund rules. If any student wishes to cancel the admission and if he/she is eligible for refund then _____ will inform the same to PAHSUS and in such scenario, both the parties will deposit the proportionate refund amount in the fee collection bank account and the same shall be refunded to the concerned student.

B. The detailed course structure for all courses is as per the syllabus objectives and course details already shared. The courses offered can have one to two semesters as option with international tie-up for delivery of course. Charges for the additional cost for attending the international semester for the students who opt for the same will be borne by the students only.

C. All Degree Certifications will be issued to the successful candidates by **PAHSUS** However, _____ will be free to give its own internal assessment certification to successful candidates.

D. The activities and progress of the work will be reviewed periodically as and when required by the Chairman / Director of _____ and the representatives of **PAHSUS** for suitable actions.

E. The duration of the MoU shall be for a period of **10 years** commencing from academic year 2024-25 up-to the end of the academic year 2028-29. This MoU is valid from the date of execution by the parties.

F. This MoU may be amended by mutual Agreement between the parties and the said amendment shall be in writing.

PAHSUS will run Data Science and Business Analytics related courses exclusively with _____ only. In case _____ wishes to discontinue the courses to be run with PAHSUS. As mentioned above the course content will be right of _____. In case the program needs to operated by PAHSUS without the _____ the content cost for the same will be decided by both the parties (financially and operationally)

7. Terms and Conditions:

1. All activities shall be executed only after written consent of both the parties.
2. If the university 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 university and the First Party and both the parties shall inform about such activity 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 shall remain in effect initially for 10 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.

8. Nomination of Coordinators:

This point designates the coordinators responsible for overseeing the implementation and management of the partnership outlined in the MoU.

List of Coordinators for _____ –

- 1.
- 2.

List of Coordinators for PAHSUS –

- 1.

2.

- The details of subject experts and advisory members should be added in Annexure-2 (The same will change time to time)

9. 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.

10. Use of Names.

Except in promoting the activities proposed in Article 4 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 _____ and **PAHSUS** 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 setting out as Confidential Information.

Each Party shall hold, and shall cause its representatives, consultants, advisors, trainers and other personnel (each, a "Representative") to hold, in strict confidence, this MoU and the terms hereof (the "Confidential Information"), except to the extent that such Confidential Information (a) is required to be disclosed by any requirements of applicable law, or (b) is sought to be disclosed pursuant to any judicial, regulatory or administrative process, or (c) has been or has become generally available to the public other than as a result of disclosure by either of the Parties, or (d) is known to the Parties or any of their respective Representatives, as the case may be, receiving such Confidential Information before the date of such disclosure of such Confidential Information to such Person

13. Intellectual Property Rights :

- a) It is agreed between the parties that the IPR of the content for the said courses shall belong to _____. Content includes everything from books, PPTs, videos and all the content built for the course will be with _____.
- b) Student data will lie with PAHSUS.
- c) Both parties indemnify with each other for student data.

14. 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.

15. Validity & Termination

This MoU shall be valid for 10 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.

The termination of this MoU shall not affect the rights and obligations of either party under this MoU. It is made expressly clear that such termination shall take effect only at the end of an academic year and not during any academic year. So also, the parties hereto shall ensure that the entire course (all three or four years, as is applicable) and not only that academic year is completed smoothly and the termination shall have no impact on the ongoing course. Both the parties agree that all continuing obligations to students, staff, funding bodies or other entities are met in full subsequent to the notice of termination.

16. Settlement of Dispute

Any disputes arising out of the implementation or interpretation of the provisions of this MoU 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.

18. Correspondences

All notices, approvals, instructions, demand and other correspondences / communication given or made under this Agreement shall be in writing and may be given by personal delivery, electronic mail, or by sending the same by pre- paid registered mail addressed to the relevant Party at the address set out in this Agreement at the start (or such other address as the addressee has by 7 (Seven) Business Days' prior written notice specified to the other Party). Any notice, approval, instruction, demand or other correspondence /communication so addressed to the relevant Party shall be deemed to have been delivered (a) if given or made by registered mail, 7 (Seven) Business Days after posting,(b) if given by personal delivery at the time of delivery, and (c) if given or made by electronic mail, immediately upon sending unless delivery failure is reported by the system. Any notice required to be made or given hereunder may be signed by an officer, manager or authorized representative of the Party giving or making the same. No recipient shall be required or obliged to inquire as to the authority of the officer, manager or authorized representative so signing.

19. The parties hereto shall form a "Steering Committee" having representatives from both the parties. The function of this Steering Committee will be to ensure smooth and seamless function of the said courses under this MoU. To ensure that the said courses are quality rich and are time bound and to overlook that both the parties are adhering to the terms and conditions of this MoU. If there is any grievance between the parties arising from this MoU, the same shall be referred to this "Steering Committee" and its decision shall be binding on the parties. However, if the parties are not able to come to any amicable settlement before the Steering Committee, only then the dispute shall be referred to Arbitration. The Arbitration shall be conducted as per the provisions of Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of a Sole Arbitrator, to be appointed mutually by both the parties. The arbitration shall be subject to Solapur Jurisdiction. The language of Arbitration shall be English. The award of the Tribunal shall be final and binding on the parties.

20. 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 **xxxxxx**.

21. Survival

The rights and obligations of the Parties under this MoU, which either expressly or by their nature survive the termination of this MoU, shall not be extinguished by termination of this MoU. In the event of any proceedings being adopted by either of the parties hereto in regard to the terms and conditions of this MoU and implementation thereof the Courts in Solapur alone shall have jurisdiction

All the above contents are read over and understood by both the parties to this MoU. Hence the MoU is executed on ----- day of -----month 2024.

<p>Authorized Representative Learning Atoms Academy LLP, Mumbai</p>	<p>(Smt. Yogini Ramesh Ghare) Registrar, P. A. H. Solapur University</p>
<p>Witness : 1.</p>	<p>2.</p>

**Appendix - I
 Fee Structure**

No.	Programme Name	Tuition Fees	Lab. Fees	Total	Duration	Student Intake
1						
2						
3						
4						
5						
6						
7						
8						

Note – All fees in above table are per annum