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MEMORANDUM OF UNDERSTANDING

**BETWEEN** 

MAHARASHTRA STATE SKILL DEVELOPMENT SOCIETY

AND

PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY

**FOR** 

CONDUCTING SHORT TERM TRAINING (STT) SKILL DEVELOPMENT COURSES



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# **MEMORANDUM OF UNDERSTANDING**

This **Memorandum of Understanding** ("MoU") is entered into on this 25 day of **March**, **2025** ("Effective Date")

### BY AND BETWEEN:

MAHARASHTRA STATE SKILL DEVELOPMENT SOCIETY, registered under the Societies Registration Act, 1860, functioning under Department of Skills, Employment, Entrepreneurship and Innovation, Government of Maharashtra and having its registered office at State Skill Development Cell, Directorate of Vocational Education & Training, 3, Mahapalika Marg, Dhobi Talao, Mumbai – 400 001 and more accurately at 1st Floor, Elphinstone Technical School, Near Cama Hospital, 3, Mahapalika Marg, Dhobi Talao, Mumbai – 400 001, Maharashtra, (hereinafter referred to as "MSSDS") which expression shall, unless repugnant to the context or meaning thereof, includes its successor in office and permitted assigns of the FIRST PART

## AND

PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR, The First Party is a state university established by Act No. XXXV of 1994 under sub section 3 of Maharashtra University Act 1994 of State Govt. of Maharashtra & notified through State Gazette vide notification No. USG 1004/C94/2004-UNI Dt. 22<sup>nd</sup> July 2004. In year 2019 this university is named in the memory of PUNYASHLOK AHILYADEVI HOLKAR and is now known as PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR having its office at Kegaon, Kondi, Maharashtra 413255. This University is engaged in conducting teaching, research and Skill training, Innovation-Incubation programe for leading to the award of Under Graduate, Post Graduate and Doctoral Degrees in the faculties of Science, Humanities, Interdisciplinary and Commerce and Management. University Skill Centre running 03 / 06 months & 01 year duration 143 courses in various affiliated colleges and institutes. Innovation-Incubation Centre provide opportunities to young entrepreneur to nurture their Idea's and develop their startup.





(hereinafter referred to as "Solapur University") which expression shall, unless repugnant to the context or meaning thereof, includes its successor in office and permitted assigns of the. SECOND PART

Hereinafter, MSSDS and P.A.H. SOLAPUR UNIVERSITY shall individually be referred to as the "Party" and shall collectively be referred to as the "Parties" wherever the context so permits.

#### WHEREAS:

MSSDS is the nodal agency for planning, coordination, execution and monitoring of Skill Development Initiatives of Government of Maharashtra. To leverage India's demographic dividend more substantially and meaningfully, the Government of India launched the "Skill India" campaign which aims to provide a job-ready workforce to the industry to ramp up productivity and ultimately propel economic growth. Given the fact that India is labour rich economy, it not only can fulfil its own requirement, but also cater to labour shortages in other countries. There is a clear opportunity to train India's labour force in globally competitive skills. Many of the Skill Development schemes of various departments of Government of Maharashtra are integrated and implemented through the active coordination under the single umbrella of MSSDS.

WHEREAS, PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY is a state university located in Solapur, Maharashtra, India. It was formerly the postgraduate Centre of Shivaji University.

**AND WHEREAS** MSSDS has been delivering new age employability skill and competency-based training to youth to prepare them for the 21st Century and Industry. MSSDS has been recognized across the India for its cutting-edge courses in areas of Skill Development.

**AND WHEREAS** MSSDS and the university aim to collaborate on skill development initiatives to enhance the employability of Maharashtra's youth.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND Mou set forth herein, the parties agree as follows:

# 1. OBJECTIVE

- a) To leverage the skill component outlined in the National Education Policy, 2020.
- b) To facilitate the skill development short term training programs to enhance the skills & employability.



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#### 2. DURATION OF THE MOU

This MoU comes into effect from the Effective Date and will remain in force for **five (5)** years. The Parties may mutually agree in writing to renew the MoU for term agreed between the Parties

# 3. ROLES AND RESPONSIBILITIES OF P.A.H. SOLAPUR UNIVERSITY

- (a) To identify the college as a Training Centre and relevant skill development course preferably aligned with academic degree course.
- (b) To ensure registration of selected college (Trust/Society) as Training Partner (TP) on Skill India Digital Hub (SIDH) portal and Training Centre (TC) accreditation on SIDH through Maharashtra State Board of Skill, Vocational Education & Training (MSBSVET).
- (c) To ensure mobilization, counselling and enrollment of the eligible candidates in training program for free of cost.
- (d) To ensure biometric attendance of the trainee as per the MSSDS guidelines.
- (e) To ensure required infrastructure and Trainers at Training Centre for the adopted skill development STT program.
- (f) To ensure and monitor internship or On-The Job Training (OJT) Program mentioned in the training curriculum defined by Government.
- (g) To ensure credit transfer in candidates account post completion of the skill training program.
- (h) To provide placement assistance to the candidates after completion of Skill Training Program.
- (i) To ensure that courses are designed to enhance employability in high paying sectors and advance technologies.

# 4. ROLES AND RESPONSIBILITIES OF MSSDS.

- (a) To approve college as a Training Centre for conducting Short Term Skill Training Program.
- (b) To ensure that the courses are related to industry 4.0 & there is a demand of skilled workforce.
- (c) To facilitate Skill Training Program implementation through the approved college.
- (d) To reimburse the training cost to the TP/TC as per Common Cost Norms and payment milestone approved by the Government of Maharashtra.
- (e) To facilitate assessment & evaluation of the Training Program.
- (f) To monitor and ensure that available infrastructure in colleges is utilized optimally which is already created through UGC and University Grants under Deen Dayal Upadhyay Vocational Training Centres and other schemes.
- (g) To run pilot for a year and do independent third party evaluation, after assessing benefits of the pilot period before further continuation.

# 5. JOINT ROLES AND RESPONSIBLITIES.

- (a) To constitute a joint committee for the selection of courses preferably aligned with the academic courses running through the colleges and monitoring the training program.
- (b) To select National Skills Qualification Framework (NSQF) aligned courses for skill development training through colleges.
- (c) To ensure and monitor the Training Programs as per the relevant scheme guidelines.



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#### 6. NON-FINANCIAL MoU

This Memorandum of Understanding (MoU) is established on a non-commercial basis, with no financial transactions taking place between MSSDS and P.A.H. SOLAPUR UNIVERSITY for the activities outlined herein.

# 7. COORDINATION AND PERIODIC MONITORING

A Standing Collaborative Committee (SCC) to be constituted with members of MSSDS and P.A.H. SOLAPUR UNIVERSITY to ensure implementation of this MoU as follows:

P.A.H. SOLAPUR UNIVERSITY	MSSDS
Registrar, P.A.H. SOLAPUR UNIVERSITY	Chief Executive Officer,
	MSSDS
Director,	Additional Chief Executive Officer,
Innovation, Incubation and Linkages,	MSSDS
P.A.H. SOLAPUR UNIVERSITY	
Co-Ordinator,	Deputy Commissioner,
Skill Development Center, P.A.H. SOLAPUR	DCSDE&E
UNIVERSITY	Skill Mission Officer

SCC will review the progress of the Training Program quarterly in the year.

## 8. AMENDMENTS

No Party shall be bound by any modification or amendment of this MoU unless such modification or amendment is set forth in a written instrument signed by both the Parties.

## 9. TERMINATION

Each Party may terminate this MoU for breach of any terms and conditions of this MoU by giving 30 (thirty) days' prior written notice of its intent to terminate this MoU to the other Party, except that each Party will be obligated to perform its outstanding obligations hereunder up to the date of termination.

Regardless of termination, all trainees that have enrolled for the programs prior to the date of termination shall remain entitled to complete their respective programs, appear for assessment and receive certificate from concern College. For the purpose of enforcement of this clause, this MoU will survive termination for all such trainees and both Parties will continue to fulfil their respective obligations.

# 10. ASSIGNMENT

Neither of the Party to this MoU will assign the rights and duties to any third party without prior written consent of other Party.

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#### 11. INTELLECTUAL PROPERTY RIGHTS

Each Party shall retain exclusive interest in and ownership of its Intellectual Property developed before this MoU or developed outside the scope of this MoU. Both Parties agree to take prior permission of the other Party in writing before use of the Intellectual Property Rights of the other Party. Both Parties agree to immediately return all data including documents, information, reports and summaries whether written or oral, in electronic or hard copies, provided by one Party to the other Party after completion or termination of the MoU.

## 12. RESOLUTION OF DISPUTES

If any dispute arises between the two parties to this MOU regarding implementation of the terms of the MoU or any other matter incidental to or connected with the subject matter of the MoU, such dispute shall be resolved as far as possible amicably by mutual consultations.

#### 13. CONFIDENTIALITY CLAUSE

The term 'Confidential Information' shall mean any information disclosed by one party ("Discloser") to the other ("Receiver"), pursuant to this MoU or otherwise, which is in written, graphic, machine readable or other tangible form and is marked as 'Confidential' or 'Proprietary' or in some other manner to its confidential nature. Confidential information may also include oral information disclosed by one party to the other, pursuant to this MoU, provided that such information is designated as Confidential at the time of disclosure and reduced to a written summary by the disclosing party, within 30 days after its oral disclosure, which is marked in a manner to indicate its confidential nature and delivered to the receiving party.

Both Parties agree to maintain the confidentiality of all data, reports, and other information shared under this MoU. Information shared by Party shall be used solely for the purposes outlined in this MoU and shall not be disclosed to any third party without prior written consent. Without limiting the foregoing, each of the Parties shall use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of confidential information disclosed by the other Party under this MoU.

# 14. FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment of their respective obligation under this MoU due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, War, Flood, Earthquakes, Strike(s), Lockout(s), Epidemics, Riots, Civil commotion etc. provided on occurrence and cessation of such events, the party affected by these shall give a notice in writing to the other party within one month of such occurrence and cessation. If the force majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.



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# 15. GOVERNING LAW AND JURISDICTION

The governing Law of this MoU shall be Law of India. The Courts of Mumbai, India shall have the exclusive jurisdiction over any dispute arising hereunder.

## 16. RELATIONSHIP

Nothing in this MoU shall be construed to make either Party a partner; an agent or legal representative of the other for any purpose.

#### 17. WAIVER

Except as otherwise provided in this MoU, failure on the part of either Party to exercise any right hereunder or to insist upon strict compliance by the other Party with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such right, term, covenant or condition.

## 18. SEVERANCE

Any provision of this MoU which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Accordingly, this MoU shall be construed as if such portion had not been inserted and the remaining provisions of this MoU shall remain in full force and effect.

## 19. NOTICES

Any notice, advice, request, order, demand, offer or other communication required or permitted to be given under this MoU shall be in writing and in English and shall be effective when delivered. Until otherwise specified by notice in writing, the addresses for any notice shall be:

# If to MSSDS:

Designation: Additional Chief Executive Officer

Maharashtra State Skill Development Society

Address

: 1st Floor, Elphinstone Technical High School Campus, Opp Metro-Inox Cinema,

3, Mahapalika Marg, Dhobi Talao, Mumbai – 400 001, Maharashtra

Email: addceo@mssds.in

# If to P.A.H. SOLAPUR UNIVERSITY:

Name: Dr. Prabhakar Nagnath Kolekar

Designation: Co-Ordinator, Skill Development Centre

Address: P.A.H. SOLAPUR UNIVERSITY, Solapur

Email: sdc pah@sus.ac.in



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## 20. ENTIRE MoU

This MoU constitutes the entire MoU between the Parties with respect to the subject matter hereof as of the date hereof and supersedes all prior oral and written discussions and understandings between them with respect to the subject matter hereof.

Signature:

# IN THE WITNESS OF both Parties hereto have set their hands, the date and year mentioned

FOR AND ON BEHALF OF

PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR

FOR AND ON BEHALF OF

MAHARASHTRA STATE SKILL DEVELOPMENT SOCIETY, MUMBAI-400001,

**MAHARASHTRA** 

Signature:

Name: YOGINI

Designation: Registrar

Punyashlok Ahilyadevi Holkar Solapur University, Solapur

Place: Solapur

Date:

Witness-1:

Name: Shri. Nitin K. Patil, I.A.S

Designation: Chief Executive Officer

Maharashtra State Skill Development Societ

Place: Mumbai

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