

MEMORANDUM OF UNDERSTANDING

Between



**Punyashlok Ahilyadevi Holkar Solapur
University (Skill Development Centre), Solapur**

And

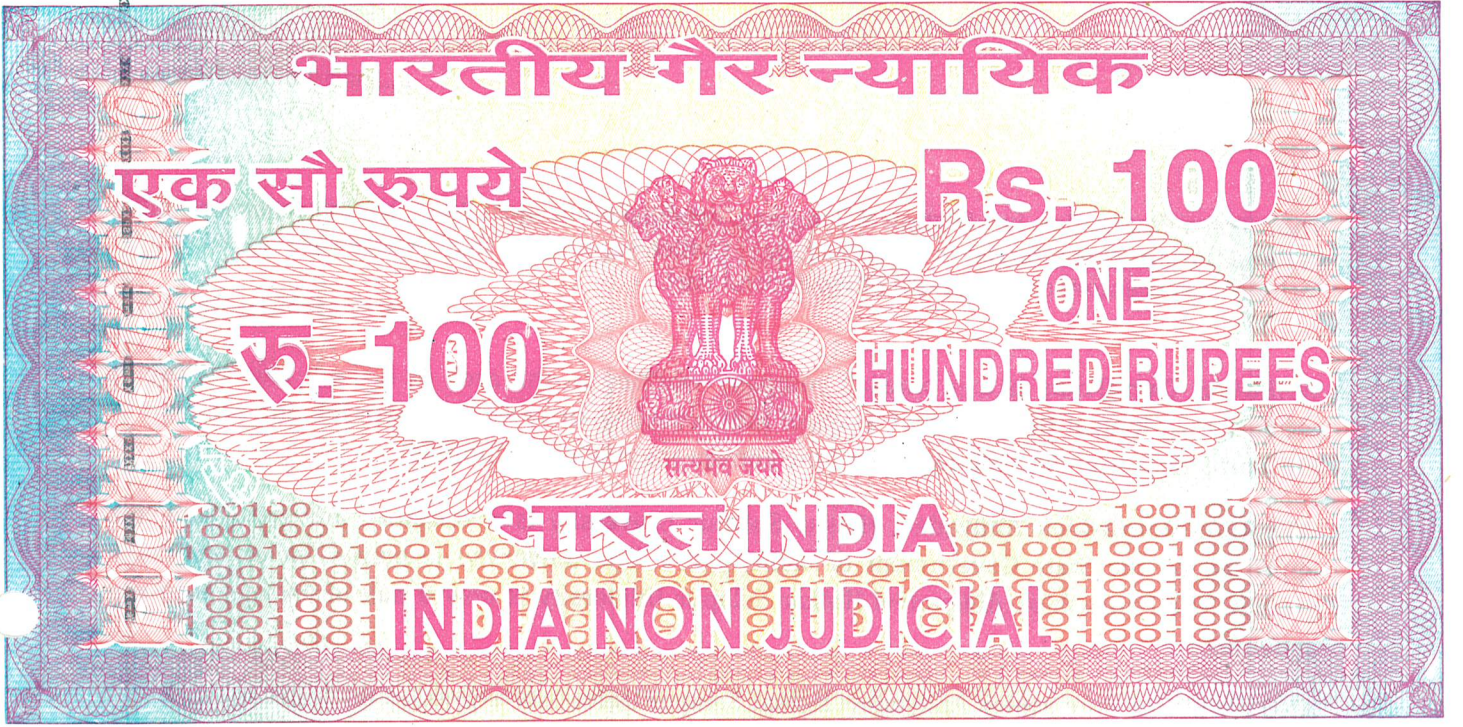
ThinkTrans
Foundation

ThinkTrans Foundation, Pune

For

Collaboration in Skill development courses

13 OCT 2021



महाराष्ट्र MAHARASHTRA

2021

YU 096365

सोलापूर अ.क. - 20472 दिनांक. 11/10/2021
श्री. विष्णू वि. कारमपुरी
गंती रु. 100 चा जनरल स्टॅम्प मागितलेवरून
हा. रुपये 100 चा स्टॅम्प व भरतीस
रुपये. — चा स्टॅम्प दिला.
या कारणा करिता दिला



श्री. विष्णू वि. कारमपुरी
मुद्रांक प्रवाना नं. ६९/१९९०
मुद्रांक विक्रेता, शहर सोलापूर

This Memorandum of Understanding (MoU) is being carried out for collaboration in Skill Development courses by giving technical and industry angle to the education offerings.

This MoU is entered and executed on this 13th day of October 2021 at Solapur

By And Between

Punyashlok Ahilyadevi Holkar Solapur University, Solapur (Skill Development Centre)

Punyashlok Ahilyadevi Holkar Solapur University, Solapur which was established on 1st August 2004, having registered office at Solapur (hereinafter referred to as "Punyashlok Ahilyadevi Holkar Solapur University") (which expression shall, where the context so admits include its successors and permitted assignees) of the First Part

ThinkTrans Foundation

Registrar
Punyashlok Ahilyadevi Holkar
Solapur University, Solapur

Director

Both the institutions will work together in delivery of skill based training programs and related activities through the following but not limited to:

- Language computing-based programs like Basics of Digital encoding of the languages, Basics of Digital Publishing, working with the worldwide standardization bodies such as World Wide Web Consortium (W3C), Internet Corporation for Assigned Names and Numbers (ICANN), Internet Governance Forum (IGF) and FICCI-ILIA etc.
- Industry and Entrepreneurship oriented skill development training courses.
- Any other projects in the area of R&D, product development or technological solutions, which are out of scope of this MoU, shall be carried out by signing separate MoU.

4. Proposed courses and their execution and fees structure

Following courses have been proposed to start under the scope of this agreement. Details of the courses are listed in 'Annexure: A' which includes course titles, syllabus, fees, duration, marking break-up and objectives of courses.

Sr. No.	Course Name	Duration (In months)	Fees (In Rs.)
1	Advanced Diploma in Entrepreneurship Management	12	18000
2	Certificate Course in Advanced Entrepreneurship Management	6	9000
3	Basic Certificate Course in Entrepreneurship Management	3	5000
4	Basic Certificate Course in Financial Management for Entrepreneurs	3	5000
5	Basic Certificate Course in Business Management for Entrepreneurs	3	5000
6	Basic Certificate Course in Essential Business Communication for Entrepreneurs	3	5000
7	Advanced Diploma Certificate in Practical Finance & Accounting	12	15000
8	Basic Certificate Course in Handling Digital Text in Indian Languages	3	5000
9	Certificate course in Professional Translation	6	9000
10	Basic Certificate Course in Kitchen Gardening	3	5000

5. General Terms of Cooperation:

- The institutional cooperation will primarily result in enhancing the Local-to-Global understanding.
- The cooperation scheme is expected to provide a platform for mutual exchange of ideas and development of understanding in various Skill development programs.
- Signing authority for issuing certificates of all courses within scope of this MoU would be:
 - ThinkTrans: Director
 - Punyashlok Ahilyadevi Holkar Solapur University: Authorized signatory as designated by Punyashlok Ahilyadevi Holkar Solapur University
- This cooperation agreement will be monitored through periodic reviews by joint committee of Punyashlok Ahilyadevi Holkar Solapur University and ThinkTrans at Punyashlok Ahilyadevi Holkar Solapur University or at ThinkTrans. The review will cover the following aspects:
 - Measure the progress of the activities and the achievements against the work plan.
 - Evaluate the quality of work completed and advice on the methodology to be applied for future work.
 - Identify and assess the factors affecting the progress and quality of the work.


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Solapur University, Solapur

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Director

- (iv) Identify corrective measures to remove hurdles related with the implementation of the Program.

6. Cost and their Considerations:

- 6.1. ThinkTrans can take affiliations from Punyashlok Ahilyadevi Holkar Solapur University to run various Training Programs mentioned in the scope of this MoU.
- 6.2. Out of the total tuition fees, 60% share shall be provided to ThinkTrans and 40% share shall be provided to Punyashlok Ahilyadevi Holkar Solapur University for 3 years or till the termination of this MoU whichever is earlier.
- 6.3. ThinkTrans shall collect payments / fees from enrolled students. Taxes including GST, if applicable, will be deducted by ThinkTrans and provide partner share as proposed in point 6.2 whereas examination fees, charged to the students by ThinkTrans, shall be utilized 100% by ThinkTrans, however the examination fees structure shall remain as per guidelines of Punyashlok Ahilyadevi Holkar Solapur University.
- 6.4. ThinkTrans can appoint franchisees under its banner and the franchisee license fees as applicable; will be outside scope of this MoU.

7. Responsibilities of ThinkTrans:

- 7.1. Arranging Trainers / Mentors to provide required Training / Workshop/ Knowledge sharing sessions to enrolled students as per scope and / or program agreed.
- 7.2. ThinkTrans will design course and required study materials after execution of this MoU.
- 7.3. ThinkTrans will conduct online / offline training sessions as per need.
- 7.4. To conduct examination of the agreed courses and provide marksheets to the eligible students and submit the list of these students to Punyashlok Ahilyadevi Holkar Solapur University.
- 7.5. ThinkTrans will provide final certificates to students with due transfer of authorization from Punyashlok Ahilyadevi Holkar Solapur University, which will be considered to be done on execution of this MoU.
- 7.6. Online marketing of the said courses.

8. Responsibilities of Punyashlok Ahilyadevi Holkar Solapur University:

- 8.1. Organizing regular interactions Academic meetings and make available the necessary Infrastructures / Labs or Premises to conduct Trainings/ Courses / Seminars/workshops to promote agreed program or activities and collaboration in the identified areas.
- 8.2. Giving approval to Syllabus designed by ThinkTrans.
- 8.3. Proliferating the courses to the Colleges and Institutes affiliated to Punyashlok Ahilyadevi Holkar Solapur University.
- 8.4. Engaging eligible students for agreed Skill development courses.
- 8.5. Providing their Logo to ThinkTrans to use it on Course material and certificates
- 8.6. Providing necessary arrangements, authorizations, approvals and support to ThinkTrans for providing certificates to eligible students.

9. Intellectual Property Rights:

- 9.1. 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.
- 9.2. Proposed Courses and Syllabus of Natural Language and Skill development are solely owned by ThinkTrans and Punyashlok Ahilyadevi Holkar Solapur University shall not


Representative
Punyashlok Ahilyadevi Holkar
Solapur University, Solapur

ThinkTrans Foundation



Director

share, jointly run or appoint to run the same Courses with any other parties during and after the period of this MoU.

10. CONFIDENTIALITY AND NON-DISCLOSURE:

- 10.1. Any software/hardware material, product specifications, designs, financial, technical information, documents, course syllabus etc. shall be deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the party which owns it.
- 10.2. The material shall be treated as confidential for a period of 3 years after this MoU comes to an end or as agreed from time to time in writing.
- 10.3. In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such disclosure shall make the disclosure of the confidential Information only to the extent that is legally required of it and no further. Parties shall sign separate NDA before the disclosure of confidential information.

11. FORCE MAJEURE

Neither of the party shall be responsible or liable for any failure to perform any of the terms and conditions of the present MoU, due to unforeseen circumstances or causes beyond the reasonable control of either party, including but not limited to acts of God, war, riot, embargoes, acts of civil or military actions, fires, floods, accidents, terrorist activities, strike, quarantine, civil commotion, action of government in its sovereign capacity or shortage of transportation, facilities, fuel, energy, labor or materials. In the event of any such delays, delivery date for a period equal of the time of such delay may be decided on mutual understandable basis. If force majeure continues beyond six months the parties will then decide the future course of action.

12. Effective date and Duration of the MoU

- 12.1. This MoU shall be effective from the date of signing and remain valid for a period of three years.
- 12.2. The validity of the MoU may be extended by an agreement in writing and signed by both the parties.

13. Dispute Resolution

In the event of any dispute or difference arising out of or in connection with this MOU, the same shall be settled amicably by mutual consultation through authorized officers of both parties. If such resolution is not possible, then the unresolved dispute or difference shall be referred to the Sole Arbitrator appointed mutually by both the parties, in case the Parties agree upon one, or in absence of such mutual consent, by referring to the Arbitration tribunal consisting of three arbitrators out of whom, one Arbitrator will be appointed by each party and both the Arbitrators will appoint one arbitrator and Arbitration proceedings will be conducted by the bench of three Arbitrators and shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made thereunder, or any legislative amendment or modification made thereto. The venue of the Arbitration shall be Solapur. The decision of the Arbitrator shall be final and binding upon the Parties and the expenses of the arbitration shall be paid as may be determined by the Arbitrator.

14. Governing Law and Jurisdiction:


Punyashlok Anilyadevi Holkar
Solapur University, Solapur

ThinkTrans Foundation

Director

This MoU shall be governed by and construed in accordance with Indian law and the parties agree that the courts in Solapur shall have exclusive jurisdiction to adjudicate any dispute which arises in connection with this MoU.

15. Termination of MoU

The MoU can be terminated by either party by giving a written notice of three calendar months to be issued through registered post. The notice is to enable the parties hereto to assess the monetary impact and such other related factors impinging on the interests of the both the parties by mutual consent. Termination will be effective, subject to honoring of any Financial/ Technical/ Administrative commitments till the date of the receipt of notice of termination.

16. Effect of Termination:

The Parties shall cease to use any Intellectual Properties of the other Party and shall return all Intellectual Properties, any material and any other information to other Party immediately upon termination/expiry of the MoU.

17. Assignment and Transfer:

Neither Party shall assign, delegate or otherwise deal with any of its rights or obligation under this MoU. Any and all rights, duties and obligations of the parties under this MoU shall not be transferred or assigned by either party to any third party without prior written consent of the other party.

18. Non-Waiver:

The failure or neglect by either of the parties to enforce any of the terms of this MoU shall not be constructed as a waiver of its rights preventing subsequent enforcement of such provision or recovery of damages for breach thereof.

19. Severability:

The invalidity or unenforceability of any provision of this MoU shall not affect the validity or enforceability of any other provision of this MoU that shall continue in full force and effect except for any such invalid and unenforceable provision.

20. Limitation of Liability:

Neither party shall be liable to the other for any incidental, consequential, special, and exemplary or direct or indirect damages, or for lost profits, lost revenues, or loss of business arising out of the subject matter of this MoU, if the same is without mens-rea, unintentional and beyond control, regardless of the cause of action, even if the party has been advised of the likelihood of damages.

21. Relationship between the parties:

Nothing in this MoU shall constitute, create or give effect or recognize a joint venture, partnership or business entity of neither any kind nor any legal claim on one another. The Parties shall at all-time stand in relation to each other as independent contractors. Neither of the Parties shall hold itself out to any third party as being the agent of the other or have the authority to bind the other Party without the prior written approval of that Party in each and every case or accept any liability whatsoever for activities of the other Party.

22. Indemnification:

Either party shall keep other party, its affiliates, shareholders, officers, directors, employees, agents, representatives, and customers indemnified and harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable fees of attorneys') arising out of any claim, suit, action or proceeding for any act(s) and omissions of such


Registrar
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Solapur University, Solapur

ThinkTrans Foundation

Director

party/third party(ies) under any proposal(s) to Prospective client(s) or any resulting contract(s) therefrom or any incidental matter or in any way arising there from.

23. Amendments to the MoU:

No modification to this MoU, will be effective unless agreed to in writing by both parties and duly signed by the authorized signatories of the parties and specifically stating the same to be amendment to the MoU. The modification/ changes shall be effective from the date of which they were made / executed, unless otherwise agreed to.

24. Communication Notice:

Any communication or notice or intimation shall be addressed to the Nodal contacts of the respective parties and sent to the registered address. E-mail correspondence should not be taken as substitute for any official signed hardcopy correspondence in all important documents such as but not limited to financial and performance related documents.

Nodal contacts are:

Contact Person for ThinkTrans: Mr. Akshat Joshi

Designation: Director

E-mail ID: akshat@thinktrans.in

Contact Number: 9518554856

Office Address: D-302, Neco Skypark, Vishal Nagar, Pimple Nilakh, Pune-411027

Contact Person for Punyashlok Ahilyadevi Holkar Solapur University (Skill Development Centre):

Designation:

E-mail ID:

Contact Number:

Office Address: Solapur Pune National Highway, Kegaon, Solapur- 413255

25. Entire MoU:

This MoU is an expression of intent of both parties. It sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications relating thereto.

This MoU has been executed in two originals, one of which has been retained by Punyashlok Ahilyadevi Holkar Solapur University and the other by ThinkTrans. Both copies constitute valid MoU.



ThinkTrans Foundation

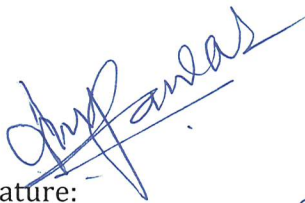


Director

In witness whereof, the parties hereto have signed this MoU on the day, month and year mentioned herein before.

 Registrar Punyashlok Ahilyadevi Holkar Solapur University, Solapur	ThinkTrans Foundation  Director
For and on behalf of Punyashlok Ahilyadevi Solapur University, Solapur (Skill Development Centre)	For and on behalf of ThinkTrans Foundation
Name: Dr. S. k. Pawar.	Name: Akshat S. Joshi
Designation: I/c Registrar	Designation: Director - ThinkTrans
Date: 13/10/2021	Date: 13 th Oct. 2021

IN THE PRESENCE OF WITNESSES

	
Signature:	Signature:
Name: Dr. P.N. Kolekar	Name: Abhijit M. Pawar
Designation: Asst. Prof. / Coordinator	Designation: Director, ThinkTrans
Date: 13/10/2021	Date: 13/10/2021