

**MEMORANDUM OF UNDERSTANDING
(MoU)
BETWEEN**



**PUNYASHLOK AHILYADEVI HOLKAR
SOLAPUR UNIVERSITY, SOLAPUR**

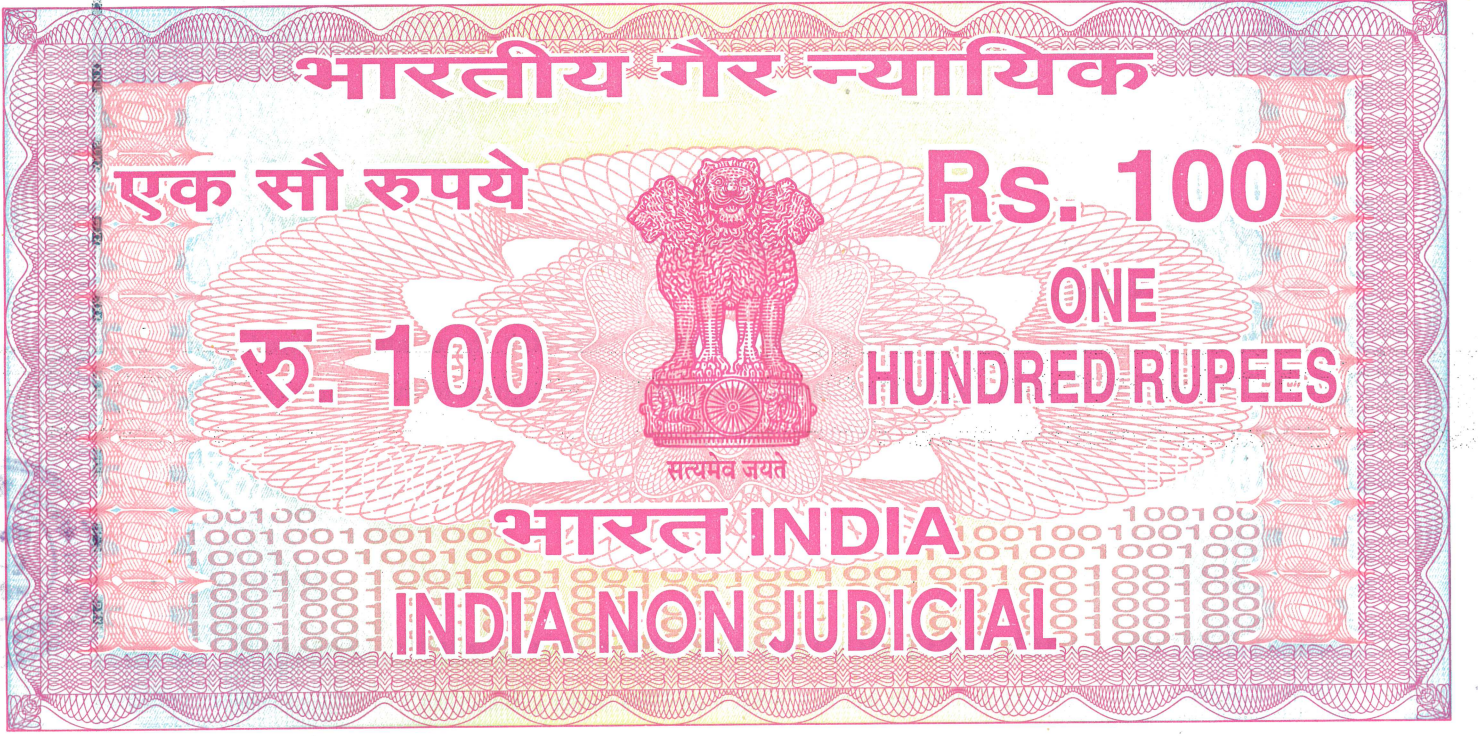
&



Shri Neminath Jain Bramhacharyashram (Jain Gurukul) Chandwad Nashik

FOR

**ACADEMIC COLLABORATION, SKILL DEVELOPMENT COURSE,
OUTCOME BASED TRAININGS, PLACEMENT, INTERNSHIP &
APPRENTICESHIP, JOINT RESEARCH & DEVELOPMENT AND
RELATED SERVICE**



महाराष्ट्र MAHARASHTRA

2022

18AA 590210

जोडपत्र-1 /ANNEXURE-1

प्रतिज्ञापत्र कोणाकडे सादर करावयाचे प्रतिज्ञापत्रासाठीचे कारण	करारनामा(कोरा दिला)
मुद्रांक विकत घेणाऱ्याचे नांव व रहिवासी पत्ता.	श्री Neminath Jain Brahmacharyashra Neminagar, Chandwad Dist. Nashik
मुद्रांक विक्री नोंदवही अ.न. व दिनांक	करीता संजय पांडुरंग आव्हाड रा चांदवड
आधार नं.	७३२६ दि.२७/०४/२०२३
मुद्रांक विक्रेत्याचे नांव, परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता	सौ.मंगल तुकाराम सोनवणे प.क्र.१८/२००३, चांदवड
मुद्रांक विक्रेत्याची सही.	मुद्रांक विकत घेणाऱ्याची सही :

(मुद्रांक ज्या कारणासाठी खरेदी केला त्याच कारणासाठी घेतलेल्या तारखेपासून ६ महिन्यांच्या आत वापरणे बंधनकारक राहिले)



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') Is entered in to on the

18th August 2023, by and between

PUNYASHLOK AHILYADEVI HOLKAR

SOLAPUR UNIVERSITY, SOLAPUR,

-----The First Party,

Represented herein by it's **Registrar Yogini Ghare** (hereinafter referred to as "First Party", company which expression, unless excluded by or repugnant to the subject or context **The First Party** shall include its successors – in-office, administrators and assigns).

AND

Shri Neminath Jain Brmhacharyashram (Jain Gurukul), Neminagar

Chandwad, Nashik/ SNJB

-----**The Second Party,**

Represented herein by its **Administrative Officer Pramod Galankar** (hereinafter referred as '**Second Party**'), the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as '**Parties**' and individually as '**First and Second Party**

WHEREAS:

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. 22nd July 2004.

Shri Neminath Jain Bramhacharyashram (Jain Gurukul), Neminagar, Chandwad, Nashik; The Second Party Is promising educational institution established in the year 1928 under Bombay Public Trust Act having Registration No. E-35 in year 1953 and is catering to various educational courses like Homoeopathy (UG & PG), MBA, Engineering, Pharmacy (Diploma UG & PG), Polytechnic, Arts, Commerce and Science (UG & PG) Law College, Ayurveda Hospital, Primary, Secondary & Higher Secondary High School Marathi Medium and English Medium School etc. enabling students due exposure to the world-class training, technology and the entrepreneurial opportunities.

First Party & Second Party believe that for providing a better platform for students and stake holder to give better opportunities in various fields of skill 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.

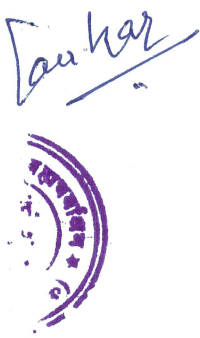
The Parties intent to cooperate and focus their efforts on academic and other cooperation within area of Academic Activities, Skill Based Training, Education and Research, Internship and Apprenticeship.

Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.


NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MoU, THE PARTIES HERE TO AGREE AS FOLLOW:



CLAUSE 1**CO-OPERATION**

- Dauhar*
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- (i) Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related departments for providing a better platform for students and stake holder to give better opportunities in various fields of skill education and interdisciplinary research etc. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- (ii) First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculties of both parties providing significant inputs to each other in developing suitable teaching / training systems, keeping in mind the needs of the industry and community there by so that the students shall get better opportunities.
- (iii) The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2**SCOPE of the MoU**

- (i) The budding graduates from both the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- (ii) **Curriculum Design:** First Party will give valuable inputs to the Second Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the trending industrial scenario meaningfully.
- (iii) **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **HEALTH and ALLIED SCIENCES**.
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- (iv) **Skill Development Programs:** Both Parties have agreed to engage into activities related to skill-based courses run by the Skill Development Centre of First Party. Second party shall start skill-based certificate courses in their own registered campus which are approved by the skill development center of First Party. For starting any such skill-based courses the Second Party shall enter into a separate MoU with First Party for the same. Terms and Conditions of such MoU will be dealt separately.
- (v) **Guest Lectures:** Both parties to extend the necessary support to deliver guest -lectures to the students of the both parties on the technology trends and in house requirements.
- (vi) **Faculty Development Programs:** The First Party will train the Faculties of Second Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available. And there will be a separate clause for nature and liability of expenses for this purpose.
- (vii) **Placement of Trained Students:** Both Parties will actively engage to help the delivery of the training and placement of students of the both parties to make them job fit.
- (viii) **Internship and Apprenticeship:** Both parties will provide internship and apprenticeship opportunities to the students wherever applicable and necessary.
- (ix) **Health Checkup and Awareness Lectures:** Both parties will organize various health awareness and checkup activities for mutual benefits of students of both the institutes periodically.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein

There is no financial commitment on the part of both the parties to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3

INTELLECTUAL PROPERTY

- (i) Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party

CLAUSE 4**VALIDITY**

This Agreement will be valid for 3 years from the date of entering into agreement on mutually agreed terms, during which period both the parties will take effective steps for implementation of this MoU.

Both Parties may terminate this MoU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations arising out of this agreement.

CLAUSE 5**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.

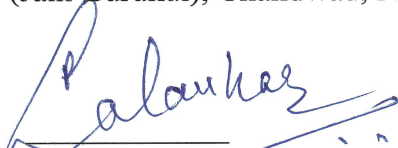
Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Solapur**.

AGREED AND SIGNED ON: DATE

PLACE: SOLAPUR

Administrative Officer

For Shri Neminath Jain Bramhacharyashram
(Jain Gurukul), Chandwad, Nashik



Authorized Signatory

प्रशासकीय अधिकारी
श्री नेमिनाथ जैन ब्रह्मचर्याश्रम (जैन गुरुकुल)
नेमिनाथ, चांदवड - 423 101 जि नाशिक



Registrar, PAHSUS

For PAH Solapur University Solapur
Solapur

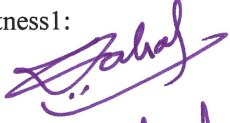


Authorized Signatory
Registrar


Punyashlok Ahilyadevi Holkar
Solapur University, Solapur.



Witness1:


Dr. A.O. Dabholkar

Witness2:


Dr. Jagtap A.H.

Shri Neminath Jain Bramhacharyashram Chandwad, Nashik	Punyashlok Ahilyadevi Holkar Solapur University, Solapur
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