

[ ०२ ] प्रस्तूत विद्यापीठ व हेमा फाऊंडेशन, मुंबई व महाराष्ट्र कराटे आणि किक बॉक्सिंग फेडरेशन, सोलापूर यांच्या समवेत सामंजस्य करारास (MoU) मान्यतेबाबत मा. कुलगुरु महोदयांनी केलेली कार्यवाही माहितीस्तव.

(टिपणी: प्रस्तूत विद्यापीठाच्या २०१९-२०२४ या वर्षासाठीच्या प्रस्तावित बृहत् आराखड्यासाठी समाजातील विविध घटकांकडून प्राप्त झालेल्या सुचनांमध्ये अभ्यासक्रम सुरु करावेत अशा स्वरूपाची मागणी प्राप्त झाली होती. त्यानुसार हेमा फाऊंडेशन, मुंबई यांची Moral Value Education हा अभ्यासक्रम सुरु करण्याबाबत प्रस्ताव सादर केला होता. तसेच महाराष्ट्र कराटे आणि किक बॉक्सिंग फेडरेशन, सोलापूर यांनी कौशल्य विकास केंद्राअंतर्गत Self Defence हा प्रमाणप्रत्र अभ्यासक्रम सुरु करण्याबाबत सुचविले होते. याबाबत मा. कुलगुरुमहोदयांनी संबंधित अभ्यासक्रम सुरु करण्याबाबत सामंजस्य करार (MoU) करण्यासाठीचा मसूदा तयार करण्याकरिता प्रा. महेश माने व प्रा. डॉ. व्ही. बी. घुटे या द्विसदस्यीय समितीचे नामनिर्देशन केले होते. या समितीने दि.२५/०७/२०१८ रोजी अहवाल सादर केला आहे.

सबब, वरीलप्रमाणे अभ्यासक्रम तयार करण्याकरिता द्विसदस्यीय समितीने तयार केलेल्या मसूद्यानुसार सामंजस्य करार करण्याकरिता मा. कुलगुरुमहोदयांनी महाराष्ट्र सार्वजनिक विद्यापीठ अधिनियम, २०१६ च्या कलम १२(७) नुसार व्यवस्थापन परिषदेच्या वतीने केलेली कार्यवाही माहितीस्तव).

ठराव: मा. कुलगुरुमहोदयांनी महाराष्ट्र सार्वजनिक विद्यापीठ अधिनियम, २०१६ कलम १२(७) अन्वये केलेल्या कार्यवाहीची नोंद घेण्यात आली.



**MEMORANDUM  
OF  
UNDERSTANDING**

**BETWEEN**



**SOLAPUR UNIVERSITY,**

**SOLAPUR**

**AND**



**MAHARASHTRA KARATE &  
KICK BOXING FEDERATION**

**FOR**

**ESTABLISHMENT**

**OF**

**CERTIFICATE COURSE IN SELF DEFENCE**



महाराष्ट्र MAHARASHTRA

● 2018 ●

TK 267916

सोलापूर अनुक्रमांक १७८२०७, दिनांक - ०१/०८/२०१८

श्री./सौ. स्नेहीता सुरेश जाधव

यांनी रु.१००.....चा जनरल स्टॅम्प मागितलेवरून हा

रु.१००/.....चा व भरतीस रु..... (प्र.प.)

चे जनरल स्टॅम्प दिले.



प्रताप सत्यवान सूर्यवंशी

शहर मुद्रांक विक्रेता-कोड नं. २५०१०४०

परवाना क्र. ७०, दि. ३०/६/१९९८

ऑफीस नं. ०९, लोखंडवाला कॉर्नर,

१४५, सिध्देश्वर पेठ, सोलापूर - २.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made on 01-08-2018 between Maharashtra Karate & Kick Boxing Federation, a charitable trust, registered with The Office of Charity Commissioner under the provisions of the Bombay Public Trust Act, 1950 and having its office situated at Suvarn Pushpa, Opposite to Sainik School, Satara, INDIA, (hereinafter referred to as the "MKKF" which expression shall unless repugnant to the meaning or context thereof, be deemed to include its successors and assigns) of the First Part; And Solapur University, established or incorporated by or under a Central Act, a Provincial Act or a State Act and recognised by the University Grants Commission (UGC) in accordance with the regulations made in this regard under the UGC Act, 1956 having its university situated at Dnyanteerth Nagar, Kegaon, Solapur, Pune National Highway, Solapur- 413255, Maharashtra (India) (hereinafter referred to as the "SU" which expression shall unless repugnant to the meaning or context thereof, be deemed to include its successors and assigns) of the Second Part; MKKF and SU are referred to individually as a "Party" and collectively as "Parties". Both Parties have reached the following intent to collaboration as per below described articles of this MOU.

## ARTICLE 1: BACKGROUND AND PURPOSE

- 1.1.1. MKKF is registered organization under Mumbai charitable trust and is working towards imparting Braveness and Courage (Shourya and Dhairya) into children, young students.
- 1.1.2. It aims to cultivate better and compassionate understanding of their responsibilities towards self, family, society, the nation at large and help them become better human beings
- 1.1.3. To build capacities towards prohibiting criminal misbehaviors.
- 1.1.4. Commencing a Certified Course in Self Defence.
- 1.1.5. To design and establish a Syllabus for willing college Students / would be Teachers / Teachers / Parents.

AND

- 1.2.1. SU is a public state university located at Solapur in the state of Maharashtra, India. It is established on 1<sup>st</sup> August 2004.
- 1.2.2. The objectives of SU are to improve the quality of the undergraduate and postgraduate courses that prepares our students for professional life, leadership and citizenship in a changing world. To make special efforts to provide access to higher education to economically challenged and underprivileged sections of the society. Optimize the use of resources and infrastructure in an integrated fashion to improvise, enhance and strengthen the students' faculties. To produce global student with Indian ethos. To inculcate self-discipline and high ethical standards, among students, staff, faculty and societal individuals. To create a pool of self motivated and dedicated researchers. Provide the facilities and support for its staff to take up innovative methods of teaching in accordance with the developments in the academic world and also take care of the development in industry and commerce. To transform the 'Student' into "Knowledge Professional" empowered with scientific intellect, entrepreneurial skills, and innovation, who have learnt their skills in an highly competent environment under the guidance of research oriented and skilled Professors. To create an ambience for learning and scholarship. To become a nationally renowned Centre of Excellence in teaching, learning, research and extension activities, beneficial to the current and forth coming generations.

### 1.1 Purpose:

MKKF and SU are interested in working together with mutual collaboration to impart "Self Defence Technics" for willing college Students / would be Teachers / Teachers / Parents as developed by MKKF. The educational eligibility to take up the course shall be as prescribed in this MOU. Subject to changes as may be prescribed by MKKF from time to time to SU.

Now therefore the parties hereto have agreed to enter into a memorandum of understanding considering the long term benefits of sharing the knowledge and resources between the Parties hereto.

## ARTICLE 2: AREAS OF COLLABORATION

MKKF and SU intends to impart Self Defence which shall be developed & designed by MKKF. MKKF approached SU to start the course on Self Defece and SU has expressed its willingness to start the course.

The Parties intend to develop the course based on the following guidelines:

1. The course shall be imparted in the six months time containing a duration of 96 hours in total
2. The syllabus of the course shall be divided into three categories as below:
  - a. **Physical Defence**
  - b. **Social – Behavioral Defence**
  - c. **Mental – Intellectual Defence - c.1 Pragya Samwadhan**
    - i. Neurobics – Brain development technique (Enhances grasping power and memory)
    - ii. Sensory organ's capacity building (it improves Patience, Concentration, creative thinking and decision making)

### 1. The responsibilities and work for SU:

- 1.1.1. To provide publicity & accessibility for MKKF work, facilities and details relating to Self Defence course.
- 1.1.2. To Validate that the Certificate issued on completion of the Syllabus of Self Defece would carry the name of Solapur University together with the name of MKKF on, its logo and Authorised Signature.

### 2. The responsibilities and work for MKKF:

- 2.1. MKKF shall design and provide necessary syllabus.
- 2.2. To provide the basic and advanced Course materials, Master trainers and Examiners for imparting Self Defence.
- 2.3. Complete guidance and support towards getting jobs and to organize Self Defence Workshop, Seminar, Camp or such kind of Events.

## ARTICLE 3: CO-ORDINATION AND NODAL OFFICER

Both entities shall mutually decide and designate a nodal officer. The nodal officer will have responsibility for fulfilling the objectives of this agreement and also will carry out all activities mutually agreed by the parties.

## ARTICLE 4: SCOPE

- 4.1. Opportunities for jobs as Self Defence Teacher / Trainers, Convenors and Managers in Schools, Colleges, Universities, Life Skill Centres, Professional / Social Organizations and Companies.
- 4.2. Certified person can establish in independent Academy to impart Self Defence.
- 4.3. Most suitable Syllabus for all individuals.

## ARTICLE 5: DURATION

This MOU shall be valid after its signature from the date of signing till for ONE year. The Parties may further extend the MOU with mutual written consent, in order to ensure continuous inputs regarding in light of changing trends and environment in the area of collaboration for this MOU. As part of subsequent extensions the Parties may agree to make amendment in the MOU.

## ARTICLE 6: TERMS & CONDITION

### Details of certificate course:

Course Duration : 6 Months (96 hours)

Course Eligibility : Minimum H.S.C.

Age limit : 18 – 50 years

Medium : Marathi / English / Hindi

Batch strength : 25 – 30 students

Working Days : Twice in a week (4 hours per week)

Working days should be finalized according to response

Course Venue : i) Solapur University Campus

ii) Solapur University Study Centre

Course Fee : Rs. 3000/- (Excluding study material worth upto Rs. 500/-). Purchase of study material should not be mandatory for students.

- Remuneration to the teachers of said certificate course should be paid by Maharashtra Karate and Kickboxing Federation, Solapur. Examination and coordination should be carried out by Solapur University. The course certificate will be issued by Solapur University, Solapur in collaboration with Maharashtra Karate and Kickboxing Federation, Solapur.
- One credit is to be given to the students of Solapur University after completing this course.
- Distribution of Fee generated: Out of the total fees generated, 60% amount is to be allotted to Maharashtra Karate and Kickboxing Federation, Solapur and remaining 40% to Solapur University.

- Syllabus & Qualification of teachers, Evaluation procedure already submitted to A. C.
- Director of Physical Education and Sports of Solapur University is to be nominated as Coordinator of the Course.

#### **6.5 Confidentiality and Public Announcement:**

6.5.1. "Confidential Information" means the confidential, proprietary, and trade secret information of the disclosing party to be disclosed by the disclosing party under this MOU, and comprises (a) information in tangible form that: (a) (1) bears a Confidentiality Legend, or (2) does not bear any Confidentiality Legend, if the receiving party knew, or reasonably should have known under the circumstances, that the information was confidential and had been communicated to it in confidence, and (b) discussions about that information that may occur before, at the same time, or after disclosure of the information. This MOU and all confidential information exchanged between the Parties pursuant to this MOU shall be held in confidence.

#### **6.6 License and Intellectual Property Rights**

6.6.1. No license is granted under this MOU to either Party under any of the other Party's intellectual property rights, either expressly, by implication, inducement, estoppel or otherwise. Both Parties understand and acknowledge that ~~grant of any such license shall~~ always be express and in writing.

6.6.2. Both parties will take all necessary steps to protect the knowledge documents and intellectual Properties generated during the process or shared by the parties.

#### **6.7. Conflict of Interest**

Neither of the parties believes that the Collaboration contemplated by this MOU raise any actual or potential conflicts of interest. The parties agree that this MOU and the negotiation of the same (and any other agreements entered into in connection herewith) are independent of any past, present or potential future arrangements, and are not connected to an existing business relationship between either of the parties.

#### **ARTICLE 7: TERMINATION**

7.1 This MOU shall also terminate without liability to either party if otherwise agreed to by the Parties in writing with a notice period of 30 days.

## 7.2 Survival and binding Nature

7.2.1. Except for Clause 6 (Terms), Cause 7 (Termination) and 8 (Dispute Settlement) of this MOU, nothing contained in this MOU is intended to be or shall be construed in any way to be legally binding on any of the Parties.

7.2.2. Except as set forth elsewhere in this MOU, Clause 6 (Terms), Cause 7 (Termination), 8 (Dispute Settlement) shall survive the expiry or termination of this MOU.

## ARTICLE 8: DISPUTE SETTLEMENT

### 8.1 Governing Law and Jurisdiction

8.1.1. This MOU shall be governed by and construed in accordance with the laws of Republic of India. All disputes arising out of or related to this MOU, including without limitation all matters connected with its performance, will be governed by, and construed and interpreted under the laws of India, without reference to conflict of laws principles.

8.1.2. All disputes and differences arising out of or in connection with this MOU shall be the first instance referred to arbitration by three (3) arbitrators, jointly appointed by Parties. The decision and award determined by such arbitration will be final and binding upon the Parties. The arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The arbitration proceedings will be conducted in English and the seat of arbitration will be Solapur.

### 8.2 Notices

All communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the Parties at the address specified below:



If to Hf:

**Attention of:** Sangeeta Jadhav

**Designation:** Project Head,

**Address:** Unit No 1, Ground Floor, Ram Ratna House, Oasis Complex Compound, P.B. Marg, Lower Parel (West), Mumbai - 400013, INDIA OR

9 - Pooja Apartment, 28 - Civil Lines, Behind Hotel Tripursundari, Solapur 413003

**Phone:** 9823290398

**Email:** [heramb.infoacademy@gmail.com](mailto:heramb.infoacademy@gmail.com)

**Website:** [www.hemafoundation.org](http://www.hemafoundation.org)

If to SU:

**Attention of:** Dr. G. R. Manza

Registrar,

**Address:** Dnyanteerth Nagar, Kegaon, Solapur-Pune National Highway, Solapur- 413255, Maharashtra (India)



**Phone:** 0217-2744777 (104)

**Email:** [registrar@sus.ac.in](mailto:registrar@sus.ac.in)

**Website:** <http://su.digitaluniversity.ac/>

In case of any change in the address which includes any change in name of the person, designation, change of address or email address of either party, the party whose above mentioned details are changed shall give a prior written notice of the same to the other party.

In witness whereof the parties hereto have signed, sealed and delivered this MOU on day and date first above written in presence of:

<p>SIGNED AND DELIVERED</p> <p>On behalf of Solapur University</p> <p></p> <p><b>Registrar</b> <b>Solapur University,</b> <b>Solapur.</b></p> <p>Name: Dr. G. R. Manza Designation: Registrar</p>	<p>SIGNED AND DELIVERED</p> <p>On behalf of Hema Foundation</p> <p> <b>हेमा फाऊंडेशन मुंबई</b></p> <p>Name: Sangeeta Jadhav Designation: Project Head</p>
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शन मुंबई