

विषय क्र.६ Winning Leap Education Pvt. Ltd. (Herein referred to as Learn Qoch), Mumbai व पुण्यश्लोक अहिल्यादेवी होळकर सोलापूर विद्यापीठ, सोलापूर यांच्याकडून प्राप्त झालेल्या सामंजस्य कराराची बाब विचारार्थ.

व्यवस्थापन परिषद	(०६)
	दि. :- 30 NOV 2022

टिपणी: Winning Leap Education Pvt. Ltd. (Herein referred to as Learn Qoch), Mumbai यांचेकडून प्राप्त ई-मेल द्वारे सामंजस्य कराराबाबत पत्र प्राप्त झाले होते. सामंजस्य कराराबाबतची कागदपत्रे प्रस्तुत विद्यापीठातील कायदा अधिकारी यांच्याकडून तपासणी करुन घेतलेली असून मा. कायदा अधिकारी यांनी सुचविल्याप्रमाणे सामंजस्य करारामध्ये बदल केलेले आहेत (मुद्दा क्र. ७.७ व ७.८). सबब, सदरच्या सामंजस्य कराराचा मसुदा व कराराची संबंधीची बाब विचारार्थ.

ठराव :	Winning Leap Education Pvt. Ltd. (Herein referred to as Learn Qoch), Mumbai व पुण्यश्लोक अहिल्यादेवी होळकर सोलापूर विद्यापीठ, सोलापूर यांच्यामध्ये सामंजस्य करार करण्यास व कराराच्या मसुद्यास सर्वानुमते मान्यता देण्यात आली.
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MEMORANDUM OF UNDERSTANDING

between

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

And

**Winning Leap Education Pvt Ltd
(herein referred to as LearnQoch), Mumbai**

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 ___day of November 2022 at _____

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

..... party of the first part,

AND

LearnQoch is a Private Limited Company, established in August 2020, having registered office in Mumbai (hereinafter referred to as LearnQoch) (which expression shall, where the context admits, include its successors or assignees) of the Second Part

..... party of the second part

WHEREAS LearnQoch is a promising company working in the area of EdTech and skilling by primarily working at the grassroot levels of Indian society and enabling them the due exposure to the world-class training, technology and the entrepreneurial opportunities.

WHEREAS Punyashlok Ahilyadevi Holkar Solapur University is a statutory university and it is approved by the State Government of Maharashtra. The university is poised for an ambitious growth. The Punyashlok Ahilyadevi Holkar Solapur University is now a hub of various academic activities.

AND WHEREAS Punyashlok Ahilyadevi Holkar Solapur University expressed its desire to work with LearnQoch in various Skill development courses.

AND WHEREAS LearnQoch or Punyashlok Ahilyadevi Holkar Solapur University when referred individually will mean as "Party" and when referred collectively/jointly will mean as "Parties"

NOW THEREFORE both parties, after some interactions, have decided to work together in the areas of common interests on following terms & conditions.

1. Objectives of MoU

- 1.1. Collaborate and promote various Skill Development activities in Solapur region keeping the Industry angle in view.
- 1.2. LearnQoch to work towards supporting in delivery of Skill based programs related to Computational and traditional linguistic activities through Trainings and Workshops for Punyashlok Ahilyadevi Holkar Solapur University students.
- 1.3. Work together for joint execution of training programs in areas of common interests.
- 1.4. Work together on the Visionary initiatives such as (but not limited to) Atmanirbhar Bharat, Digital India, Startup India and Local to Global.

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1.5. Need based use of Digital and on-line platforms to make available Global resources which can be used for training and knowledge enhancement of students for better prospectus and to gain maximum opportunities.

2. Scope:

- 2.1. This MoU broadly defines the mode and methodology of operations and spells out the rights and responsibilities of the parties hereto.
- 2.2. This MoU being a broad base for operational methodology, some of the operations could be brought under a purview of specifically drawn up agreements on case-to-case basis in writing and signed between the parties, specifying time schedule, responsibilities of Parties, finance, IPR ownership, commercial terms, etc.
- 2.3. Undertake joint collaborative activities in various areas within the scope as per clause 1 of this MoU of mutual interest.

3. Areas of Collaboration:

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

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	Professional Full Stack Web Development <ul style="list-style-type: none">- HTML- CSS- JavaScript- ReactJS- C/C++- Internship with Live Project Experience- Placement Assistance• Above course is approved by NASSCOM.• Also, students will get INR 8000 reimbursement from Government of India after they clear the final exam.	9 - 12 months	29500 + Taxes

5. General Terms of Cooperation:

- a) The institutional cooperation will primarily result in enhancing the Local-to-Global understanding.
- b) The cooperation scheme is expected to provide a platform for mutual exchange of ideas and development of understanding in various Skill development programs.
- c) Signing authority for issuing certificates of all courses within scope of this MoU would be:
 - a. LearnQoch : Manish Tiwari Director
 - b. Punyashlok Ahilyadevi Holkar Solapur University: Authorized signatory as designated by Punyashlok Ahilyadevi Holkar Solapur University
- d) This cooperation agreement will be monitored through periodic reviews by joint committee of Punyashlok Ahilyadevi Holkar Solapur University and LearnQoch at Punyashlok Ahilyadevi Holkar Solapur University or at LearnQoch. The review will cover the following aspects:

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[Signature]

- (i) Measure the progress of the activities and the achievements against the work plan.
- (ii) Evaluate the quality of work completed and advice on the methodology to be applied for future work.
- (iii) Identify and assess the factors affecting the progress and quality of the work.
- (iv) Identify corrective measures to remove hurdles related with the implementation of the Program.

6. Cost and their Considerations:

- 6.1. LearnQoch 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 LearnQoch 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. LearnQoch shall collect payments / fees from enrolled students. Taxes including GST, if applicable, will be deducted by LearnQoch and provide partner share as proposed in point 6.2 whereas examination fees, charged to the students by LearnQoch, shall be utilized 100% by LearnQoch, however the examination fees structure shall remain as per guidelines of Punyashlok Ahilyadevi Holkar Solapur University.
- 6.4. LearnQoch can appoint franchisees under its banner and the franchisee license fees as applicable; will be outside scope of this MoU.

7. Responsibilities of LearnQoch:

- 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. LearnQoch will design course and required study materials after execution of this MoU.
- 7.3. LearnQoch 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. LearnQoch 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.
- 7.7. LearnQoch will take the ownership of completing the live ongoing courses of enrolled students although there is an issue with the company or other unavoidable scenarios.
- 7.8. LearnQoch will make security deposit of mutually agreed amount to Punyashlok Ahilyadevi Holkar Solapur University which'll get refunded to LearnQoch after completion of the program.

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 LearnQoch.
- 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 LearnQoch to use it on Course material and certificates
- 8.6. Providing necessary arrangements, authorizations, approvals and support to LearnQoch for providing certificates to eligible students.

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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 LearnQoch and Punyashlok Ahilyadevi Holkar Solapur University shall not 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

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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:

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.

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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 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 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:



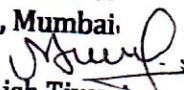
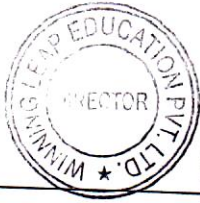
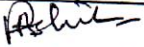

This MoU is an expression of intent of both parties. It sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications relating thereto.

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

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

<p>For and on behalf of Punyashlok Ahilyadevi Solapur Solapur (Skill Development Centre)</p> <p>Signature: </p> <p>Name: YOGINI GHARE</p> <p>Designation: REGISTRAR</p> <p>Date: 31st December 2022</p> 	<p>For and on behalf of LearnQoch, Mumbai.</p> <p>Signature: </p> <p>Name: Manish Tiwari</p> <p>Designation: Founder & CEO</p> <p>Date: 31/12/2022</p> 
IN THE PRESENCE OF WITNESSES	
<p>Signature: </p> <p>Name: Dr. A. R. Srinole</p> <p>Designation: Asst. prof.</p> <p>Date: 31-12-2022</p>	<p>Signature: </p> <p>Name: Kamathkar Amit B.</p> <p>Designation: Director</p> <p>Date: 31/12/2022</p>
<p>Signature:</p> <p>Name:</p> <p>Designation:</p> <p>Date</p>	<p>Signature:</p> <p>Name:</p> <p>Designation:</p> <p>Date</p>