

MEMORANDUM OF UNDERSTANDING

between

**Punyashlok Ahilyadevi Holkar Solapur
University, Solapur**

And

DeveLearn Technologies, Mumbai

For

Collaboration in Skill development courses

Date: **28 APR 2023**



महाराष्ट्र MAHARASHTRA

2022

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श्री सत्य परशुराम कदम

यांनी रुपये 900/- चा जनरल स्टॅम्प मागितलेवरून;

हा रुपये 900/- चा स्टॅम्प व भरतीस

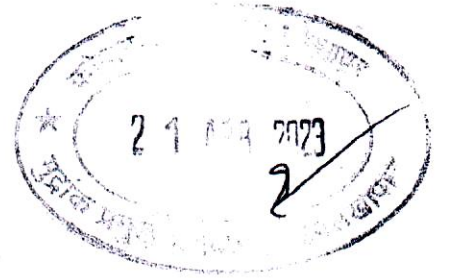
रुपये _____ चा जनरल स्ट

चा कारणांकरिता दिल

H. Kadam

एस. आर. मेरगु

मुद्रांक विक्रेता सोलापूर कोड नं. 2511005
परवाना ता. 2/12/1998 मो. नं. 9822186908



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 28th day of April 2023 at Solapur.

By and Between

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

AND

H. Kadam

..... party of the first part,


Registrar

DeveLearn Technologies Private Limited (hereafter referred to as "DEVELEARN"),
having registered office at 472/21, Mohan Nivas, King's Circle, Matunga, Mumbai - 40019
(which expression shall, where the context admits, include its successors or assignees) of the Second
Part

..... party of the second part

WHEREAS DEVELEARN is a promising EdTech startup company working in the area of Data Science, Analytics, Artificial Intelligence and Full-Stack Development 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 P.A.H. 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 SOLAPUR UNIVERSITY is now a hub of various academic activities.

AND WHEREAS P.A.H. SOLAPUR UNIVERSITY expressed its desire to work with DEVELEARN in various Skill development courses.

AND WHEREAS DEVELEARN or P.A.H. 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 the 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. DEVELEARN to work towards supporting in the delivery of Skill based programs related to Computational and traditional linguistic activities through Trainings and Workshops for P.A.H. 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.
- 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.

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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:


- a) 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.
- b) Industry and Entrepreneurship oriented skill development training courses.
- c) 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.	Post Graduate Diploma in Data Science	12	45000
2.	Certification in Python Programming	03	3500
3.	Certificate Course in Illustration and Graphic Design	06	10000
4.	Diploma in Data Analytics	06	20000

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Registrar
Punyashlok Ahilyadevi Holkar
Solapur University, Solapur.

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. DEVELEARN: Director
 - b. P.A.H. SOLAPUR UNIVERSITY: Authorized signatory as designated by P.A.H. SOLAPUR UNIVERSITY
 - d) This cooperation agreement will be monitored through periodic reviews by joint committee of P.A.H. SOLAPUR UNIVERSITY and DEVELEARN at P.A.H. SOLAPUR UNIVERSITY or at DEVELEARN. The review will cover the following aspects:
 - (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. DEVELEARN can take affiliations from P.A.H. SOLAPUR UNIVERSITY to run various Training Programs mentioned in the scope of this MoU.
 - 6.2. Out of the total tuition fees, 75% share shall be provided to DEVELEARN and 25% share shall be provided to P.A.H. SOLAPUR UNIVERSITY.
 - 6.3. DEVELEARN shall collect payments / fees from enrolled students. Taxes including GST, if applicable, will be deducted by DEVELEARN and provide partner share as proposed in point 5.2 whereas examination fees, charged to the students by DEVELEARN shall be utilized 100% by DEVELEARN.
 - 6.4. DEVELEARN can appoint franchisees under its banner and the franchisee license fees as applicable; will be outside scope of this MoU.
7. Responsibilities of DEVELEARN:
- 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. DEVELEARN will design course and required study materials after execution of this MoU.
 - 7.3. DEVELEARN 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 P.A.H. SOLAPUR UNIVERSITY.
 - 7.5. DEVELEARN will provide final certificates to students with due transfer of authorization from P.A.H. SOLAPUR UNIVERSITY, which will be considered to be done on execution of this MoU.
 - 7.6. Online marketing of the said courses.

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8. Responsibilities of P.A.H. SOLAPUR UNIVERSITY:

- 8.1. Organizing regular interactions Academic meetings and make available necessary Infrastructures / Labs or Premises to conduct Trainings/ Seminars/workshops to promote agreed program or activities and collaboration in the identified areas.
- 8.2. Giving approval to Syllabus designed by DEVELEARN.
- 8.3. Engaging eligible students for agreed Skill development courses
- 8.4. Providing their Logo to DEVELEARN to use it on Course material and certificates
- 8.5. Providing necessary arrangements, authorizations, approvals and support to DEVELEARN 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 Data Science and Skill development are solely owned by DEVELEARN and P.A.H. SOLAPUR UNIVERSITY shall not share, jointly run or appoint to run 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 of 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.

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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:

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.

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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 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.

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V. Kulkarni

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Registrar

Punyashlok Ahilyadevi Holkar
Solapur University, Solapur.

Nodal contacts are:

Contact Person for DEVELEARN:

Designation: Director

E-mail ID: vidya.kadam@develearn.in

Contact Number: +91-98672 77059

Office Address: 472/21, 1st floor, Mohan Nivas, King's Circle, Matunga, Mumbai - 400019

Contact Person for P.A.H. SOLAPUR UNIVERSITY:

Designation:

E-mail ID:

Contact Number:



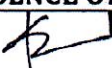

Office Address: -----, Solapur

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 P.A.H. SOLAPUR UNIVERSITY and the other by DEVELEARN. Both copies constitute a valid MoU.

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

For and on behalf of Punyashlok Ahilyadevi Solapur University, Solapur Signature:  Name: YASHINI GHARE Designation: Registrar Date: 28 th April 2023	For and on behalf of DeveLearn Technologies Private Limited, Mumbai Signature:  Name: DR. VIDYA KADAM Designation: DIRECTOR Date: 28/04/23
IN THE PRESENCE OF WITNESSES Punyashlok Ahilyadevi Holkar Solapur University, Solapur	
Signature:  Name: DR. K. KULKARNI P.H. Designation: Date:	Signature:  Name: DR. SANJAY KADAM Designation: DIRECTOR Date: 28/04/23
Signature: Name: Designation: Date:	Signature: Name: Designation: Date: