

MEMORANDUM OF UNDERSTANDING

BETWEEN



PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY,
SOLAPUR

AND



SHREE SAI SAMARTH EDUCATIONAL MEDICAL AND

RESEARCH SOCIETY, NAGPUR

FOR ESTABLISHMENT OF

CERTIFICATE COURSE IN ACUPRESSURE



महाराष्ट्र MAHARASHTRA

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UF 604269

सोलापूर अनुक्रमांक - ६८३.६०, दिनांक - १७/३/२०१९

श्री/सौ. पुण्यश्लोक अहिल्यादेवी होळकर सोलापूर विद्यापीठ, सोलापूर
यांनी रु. १००/- चा जनरल स्टॅम्प मागितलेवरून हा
रु. १००/- चा व भारतीय रु. १००/- देतो गी. १००/-
चे जनरल स्टॅम्प दिले.



प्रताप सत्यवान सूर्यवंशी

शहर मुद्रांक विक्री-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) for the Certificate Course in Acupressure for March 2019 to Feb 2020 is executed on 16 March 2019

BETWEEN

Punyashlok Ahilyadevi Holkar Solapur University (formerly Solapur University), Solapur, established or incorporated by State Government vide Gazette dt. 22 July 2004 and recognized by University Grants Commission (UGC) in accordance with the regulations

made in this regard under the UGC Act, 1956 having its office situated at Dnyanteerth Nagar, Kegaon, Pune-Solapur Highway, Solapur-413255, Maharashtra (India)(hereinafter referred as to as 'PAHSU' which expression shall unless repugnant to the meaning or context thereof, be deemed to include its successors and assigns) of the second part.

And

Shri. Sai Samarth Educational Medical and Research Society, Nagpur registered under Societies Registration Act, 1860 on 24th October 2008 having its registered office at Sukh Sagar Complex, Near Ayachit Mandir, Lakdipool Mahal, Nagpur, Maharashtra (India)(hereinafter referred as to as 'SSSEMRS' which expression shall unless repugnant to the meaning or context thereof, be deemed to include its successors and assigns) of the second part.

PAHSU and SSSEMRS are referred to individually as "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. PAHSU is a Public State University located at Solapur in the state of Maharashtra,
India. It is established on 1st August 2004.
- 1.2. The objectives of PAHSU are ,
 1. To improve the quality of undergraduate and postgraduate courses that prepares our students for professional life, leadership and citizenship in a changing world.
 2. To make special efforts to provide access to higher education to economically challenged and underprivileged sections of the society.
 3. Optimize the use of resources and infrastructure in an integrated fashion to improvise, enhance and strengthen the student's facilities.
 4. To produce global students with Indian ethos.
 5. To inculcate self-discipline and high ethical standards among students, staff, faculties a societal individuals.
 6. To create a pool of self motivated and dedicated researchers.
 7. Provide the facilities and support for its staff to take innovative methods of teaching in accordance with the developments in academic world and also take care of the development in industry and commerce.
 8. To transform the 'Students' into 'Knowledge Professional' empowered with scientific intellect, entrepreneurial skills and innovation, who have learnt their skills in a highly competent environment under the guidance of research oriented and skilled professors.

अध्यक्ष
श्री साई समर्थ एज्युकेशनल
मेडीकल रिसर्च सोसायटी
रजि. नं. महा/१७४४/०८

Registrar
Punyashlok Aaliyadevi Holkar
Solapur University, Solapur

24th October 2008. From there SSSEMRS runs various projects and health programs under which it runs Parag Kulkarni Acupressure Treatment (PKAT) centers in Nagpur. These centers giving acupressure treatment to various patients in cheap rates or very poor group giving treatment free. Under SSSEMRS PKAT educating various acupressure therapists in PKAT centers.

1.4. The objectives of SSSEMRS are,

1. To spread good education amongst the masses of rural and urban area in order to have educational, medical and moral development of society.
2. To organize various social, medical and educational programs for the cause of national development.
3. To start and run various institutes like pre-primaries, primaries, secondary schools, colleges, hostels, guidance centers, physical training institutes, teacher training colleges, rehabilitation centers, libraries, institutions of social science, engineering colleges, medical colleges and hospital, dental college, ayurvedic college, homeopathic college, nursing college.
4. To start and run Yoga and Naturopathy College and its units, Dispensary, Hospitals, Polyclinics and courses of alternative medicine and polypathies, the course of acupressure and reflexology etc.
5. To conduct research work in naturopathy, acupressure, reflexology and allied alternative medicines for the service of mankind and to invent various techniques and instruments required for naturopathy, acupressure and reflexology and to demonstrate the same for the service of mankind.
6. In general to provide an ideal education irrespective of caste, creed and place of birth with the principles of equality, liberty, justice and respect for all.
7. To undertake and facilitate research in all branches of knowledge by providing all types of facilities for the same. To publish research papers, thesis, souvenirs, periodicals, weekly magazines for diffusing knowledge of all the faculties to the public at large.
8. To promote education and awareness among economically backward classes in all respects and provide free medical services to the poor people.
9. To do all such necessary things which are incidental or conducive to the attainment of the aforesaid objectives.

- 1.5. PAHSU and SSSEMRS are interested in working together with mutual collaboration to impart knowledge in the field of ACUPRESSURE and for this purpose the Certificate Course in Acupressure has been started from 11th March 2019, for the needy, willing students through the course developed jointly by both the parties. The course content, duration of the course, eligibility of the students for the admission, course teaching modules and course fees shall be as prescribed in this MoU. Subject to changes as may be prescribed by SSSEMRS from time to time to PAHSU.
- 1.6. Now therefore both the parties have agreed to enter into a memorandum of understanding considering the long term benefits of sharing knowledge and resources between the parties hereto.

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श्री साई समर्थ एज. केंद्र
मेडीकल ऑफिसर्स संसाधनी, नागपुर
रजि. नं. १४१/१०३४/०८

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Solapur University, Solapur

developed SSSEMRS in accordance with the guidelines provided by PAHSU. SSSEMRS has approached PAHSU to start the course on Acupressure and PAHSU has expressed its willingness to start the course.

2.2. Both the parties intend to develop and run the course on the following guidelines.


1. The course will be run by the SKILL DEVELOPMENT CENTRE of PAHSU.
2. Name of the course will be 'CERTIFICATE COURSE IN ACUPRESSURE'.
3. The medium of the course will be bilingual; MARATHI and ENGLISH.
4. The duration of the course will be six months.
5. Written and practical exam of the course will be conducted at the end of six months.


2.3. The responsibilities of PAHSU:

1. To provide the classroom and necessary facilities for smooth conduct of course in the University campus and its sub-centers.
2. To carry out all the administrative responsibilities regarding the admission, collection of fees for the course.
3. To provide publicity and necessary dissemination of information related to course to all the stakeholders of the University.
4. To conduct the exam and validate certificates issued on successful completion of the course by the students.
5. The responsibility of conducting the exams and issuing the certificates will be of SKILL DEVELOPMENT CENTRE of PAHSU.

2.4. The responsibilities of SSSEMRS:

1. SSSEMRS shall design and provide necessary syllabus of the ACUPRESSURE course to the PAHSU.
2. To conduct the theory and practical teaching classes in the place designated by PAHSU.
3. To ensure smooth running of the course and impart all the necessary skills to students admitted to the said course.
4. To deal with academic matters related to course ensuring complete attendance of all the students and conducting internal assessment as prescribed from time to time.
5. SSSEMRS will provide the appropriate qualified teachers for the teaching.


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मेडीकल अँड मिसेजर्स सेक्टर, नागपुर
रजि. नं. महा/११४/०८


Registrar
Vyashlok A. Vyadevi Holkar
Nagpur University, Nagpur

ARTICLE 3: TERMS AND CONDITIONS

3.1 Course Duration: 6 months

3.2 Teaching Sessions: Every Saturday and Sunday in two batches- Morning and Afternoon

3.3 Intake per Batch- 30 students

3.4 Fees per student- Rs.7500

3.5 Course Venue: University Study Centre/ University Campus

3.6 Eligibility for Admission- Minimum 12th pass from any stream

3.7 Medium of Instruction: MARATHI AND ENGLISH

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मेडीकल अँड रिसर्च सोल
रजि. नं. महा/१०३

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Tunyashlok Ahil
Solapur Univer

3.10 SSSEMRS will make all the necessary arrangements for travelling, accommodation, food of the teaching faculties. PAHSU will provide the guest house facility for accommodation as per the availability of the rooms and the rent for the room has to be paid by SSEMRS.

3.11 PAHSU will provide all the necessary infrastructural facilities for the said course

including teaching aids, practical equipments if any.

3.12 PAHSU will not be responsible for providing any study material for the said course

however SSSEMRS can provide such material as per the demand of the student. In such case SSSEMRS can collect the appropriate charges for the study material provided they has to take prior written permission of PAHSU for the sale of such study material.

ARTICLE 4: FINANCIAL TERMS AND CONDITIONS

4.1 The fees collected from admitted students will be deposited in the University accounts. PAHSU will hand over the detailed list of admitted students to SSSEMRS once the admission process is over.

4.2 Out of total fees collected from the admitted students, 60% amount will be allotted to SSSEMRS and remaining 40% share will be retained by PAHSU.

ARTICLE 5: COORDINATION AND NODAL OFFICER

5.1. Both the parties shall mutually decide and designate a nodal officer. The nodal officer will be Chief Liasoning Officer who have the responsibility of fulfilling the objectives of this MoU and also will carry out all the activities mutually agreed by both the parties.

ARTICLE 6: DURATION AND TERMINATION

6.1. This MoU shall be valid for the period of ONE year after the signing from both the authorities. The parties may further extend the MoU with mutual written consent. In case of subsequent extension after the prescribed period, both the parties may agree to make amendments in the MoU.

6.2. 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.

ARTICLE 7: CONFIDENTIALITY AND PUBLIC ANNOUNCEMENT

7.1. 'Confidential Information' means the confidential, proprietary and trade secret information of the disclosing party to be disclosed by under this MoU, and comprises,

a. Information in tangible form that bears a confidentiality legend or 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.

b. Discussion about that information that may occur before, at the same time, or

ARTICLE 8. LICENSE AND INTELLECTUAL PROPERTY RIGHT

- 8.1. No license is granted under this MoU to either party under any of the other party's intellectual property right, either expressly, by implication, inducement, estoppels or otherwise. Both the parties understand and acknowledge that the grant of such license shall always be express and in writing.
- 8.2. Both parties will take all necessary steps to protect the knowledge documents and intellectual properties generated during the process or shared by the parties.
- 8.3. However SSSEMRS cannot start the similar course in the colleges or affiliated institutes of PAHSU.

ARTICLE 9. CONFLICTS OF INTEREST

- 9.1. Neither of the parties believes that the collaboration contemplated by this MoU raise any actual or potential conflicts of interests. The parties agree that this MoU and the negotiation of the same (and any other agreements entered into in connections 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 10. DISPUTE SETTLEMENT

- 10.1. This MoU shall be governed by and construed in accordance with the laws of Republic of India. All disputes arising out of related to this MoU, including without limitations all matters connected with its performance, will be governed by, and construed and interpreted under the laws of India, without reference to conflicts of laws principles.
- 10.2. All disputes and differences arising out of or in connection with this MoU shall be the first instances referred to arbitration by three arbitrators, jointly appointed by parties. The decision and award determined by such arbitration will be final and binding upon both 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.
- 10.3. All the 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:

अध्यक्ष
श्री साई समर्थ एज्युके
मेडीकल रिसर्च सोस
रजि. नं. महा/१०३

शानल
टी, नागपुर
०८

Reg
Punyashlok A
Solapur Uni

adevi Holkar
sity, Solapur

If to PAHSU

Attention of: Registrar, Punyashlok Ahilyadevi Holkar Solapur University, Solapur.

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

If to SSSEMRS

Attention of: Shri. Parag (Dushyant) Kulkarni

Address: Sukh Sagar Complex, Near Ayachit Mandir, Lakdipool Mahal,
Nagpur, Maharashtra (India)


Mobile: 8668277270

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

In witness whereof the parties hereto have signed, sealed and delivered this MoU on 16 March 2019 by the undersigned

<p>Signed and Delivered on behalf of Punyashlok Ahilyadevi Holkar Solapur University</p> 	<p>Signed and Delivered on behalf of SSSEMRS</p> 
<p>Name: Dr. V. B. Ghute Designation: Registrar Registrar Punyashlok Ahilyadevi Holkar Solapur University, Solapur</p>	<p>Name: Shri. Parag Kulkarni Designation अध्यक्ष श्री साई समर्थ एज्युकेशनल मेडीकल अँड रिसर्च सोसायटी, नागपुर रजि. नं. महा/१०३४/०८</p>

Witness :-

1. Dr. Jagtap Abhijeet H. 

2. Joshi Bhawtik J. 