

पुण्यश्लोक अहिल्यादेवी होळकर सोलापूर विद्यापीठ, सोलापूर नवोपक्रम, नवसंशोधन आणि साहचर्य मंडळ



परिपत्रक

प्रस्तुत विद्यापीठातील सर्व प्रशासकीय विभागप्रमुख, शैक्षणिक संकुलाचे संचालक व सर्व संलग्नित अनुदानित/विनाअनुदानित महाविद्यालयातील प्राचार्य/संचालक यांना परिपत्रकाद्वारे सूचित करण्यात येते की, नवोपक्रम, नवसंशोधन व साहचर्य मंडळ मार्फत सामंजस्य (MoU) करारासाठी मा. कुलगुरु महोदयांच्या मान्यतेने MoU सिमती स्थापन करण्यात आली आहे. तरी आपल्या स्तरावरुन विविध शैक्षणिक संस्था, विद्यापीठे, इन्क्युबेशन केंद्र, आस्थापना, शासकीय व निमशासकीय संस्था, संशोधन केंद्र आणि विविध कंपन्या यांच्यासोबत आपल्या प्रशासकीय विभाग, संकुल आणि महाविद्यालयाचे सामंजस्य (MoU) करार करायचे असतील तर त्यांचे एक प्रत नवोपक्रम, नवसंशोधन व साहचर्य मंडळाकडे सादर करावी. तसेच खालील दिलेले मुद्दे सामंजस्य (MoU) कराराच्या मसुद्यात समावेश करुन सोबत जोडलेल्या मसुद्यानुसार सामंजस्य करार करण्यात यावा.

Sr.No.	Minimum Requirement for MoU		
1.	Registration Certificate of the Party.		
2.	List of Management Along With Details of the Office Bearers		
3.			
4.	Past Experience with letter of Satisfaction by the Concerned University		
5.	Details of Outcome of the Earlier Assignments.		
6.	Details of Earlier MoU's With Hard Copies of the MoU		

तद्नंतर आपण दिलेले सामंजस्य (MoU) करार MoU सिमतीकडे सादर करण्यात येतील. त्यावर सदर सिमती तपासणी करुन सामंजस्य करारामध्ये काही दुरुस्ती असतील नसतील तर त्यानुसार आपणास कळविण्यात येईल. त्यानंतर त्या त्या विभागाकडून, संकुल व महाविद्यालयाकडून सामंजस्य करारात त्यानुसार दुरुस्ती करुन, व्यवस्थापन परिषदेकडे मान्यतेसाठी पाठविण्यात यावेत ही विनती.

मा. कुलसचिव

संदर्भ:पु.अ.हो.सोविसो/ननवसामं/२०२४/ 75

दिनांकः 11 MAR 2024

प्रति.

१. मा. संचालक, सर्व शैक्षणिक संकुले विद्यापीठ परिसर सर्व प्रशासकीय विभागप्रमुख प्रस्तुत विद्यापीठ

२. मा. प्राचार्य, सर्व संलग्नित महाविद्यालये

सदरचे परिपत्रक आपल्या विभागातील/संकुलातील व महाविद्यालयातील सर्व संबंधिताच्या निदर्शनास आणून द्यावे.

MEMORANDUM OF UNDERSTADING

THIS MEMORANDUM OF UNDRESTADING (hereinafter referred to as "MoU") is executed on this Day of 202 at Punyashlok Ahilyadevi Holkar Solapur University, Solapur.

BETWEEN

Name of The Trust / University College Institution bearing details of registration ----having its office at State, India, hereinafter referred to as " ", represented by years working as of the First Party; aged

AND

PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR Established in 2004, Non-Agricultural State University, having its registered office at Kegaon, Solapur, Pune National Highway, Solapur- 413 255 hereinafter referred to as "PAHSUS" represented by Registrar (which expression shall unless the meaning or context otherwise requires shall mean and include its successors and assigns) of the Second Party;

1. Scope:

First Party & Second Party believe that for providing a better platform for students and stake holder including students from the university campus school, departments / center of institution and also the students from the various affiliated colleges / institutions and also the students from the autonomous college / institution etc. within the jurisdiction of this university to give better opportunities in various fields of 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.

2. Objectives of the MoU:

2. Areas of collaboration:

3. Proposed modes of collaboration:

4. Terms and Conditions:

- 1. All activities shall be executed only after written consent of both the parties.
- 2. If the any of the college/institution etc. as mentioned in Scope wants to participate in the activity pursuant to this MoU, separate MoU is required tobe signed by and between the college / institution and the First Party and both the parties shall inform about such activity to the University / Second Party well in advance.
- 3. This Memorandum of Understanding reflects the respective institutions' commitments to the terms and conditions mentioned in the MoU. This MoU does not confer any financial liability upon the parties to this agreement. This MoU shall remain in effect initially for Five (05) years and thereafter and can be renewed after taking review for another period as agreed by both the universities. This MoU may be amended or terminated at any time by either Party provided that written notice of termination or amendment is given by the notifying Party to the other Party before (90) days of the date on which the termination or the amendment is intended to become effective. The commitments, made before the date of termination of MoU, shall continue to be operative.

4. School may discuss about adding any other conditions as it deems fit only after consultation with MoU cell.

5. Financing

This MoU does not confer any financial liability on any of the parties to this MoU. The activities which require financial assistance shall be decided by mutual consent of both the Parties and shall be initiated only after written agreement to this effect which includes financial contributions of all or any of kinds and specifying the sharing of profit if any.

6. Nomination of Coordinators:

7. Arrangements for visiting officials

8. Use of Names.

Except in promoting the activities proposed in Article 1.1 above among its faculty, staff, and students, neither Participant may use the name of the other Participant in any form of advertising or publicity without express written permission. seek permission from one another by submitting the proposed use, well in advance of any deadline, also any activity for which the certificate and or memento is tobe awarded to the participants it shall carry the name and logo of both the parties to this MoU.

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.

9. Confidentiality.

In the course of the activities under this MoU it may be necessary for the Participants to disclose Confidential Information. Unless otherwise expressly permitted in this agreement, any and all information, correspondence, financial statements, records, data, or information that is competitively sensitive and not generally known to the public, including formulations, analysis, inventions, improvements and activities of the disclosing Participant, disclosed by one Participant to the other Participant of this MoU, and other documents transmitted or communicated by either Participant to the other Participant that is marked as confidential or proprietary for the purposes of this agreement ("Confidential Information") shall be received and treated in confidence, and shall not be used by the receiving Participant or disclosed by the receiving Participant without the prior written consent of the disclosing Participant, which consent shall not be unreasonably withheld or delayed. These restrictions on use or disclosure of information do not extend to any item of information which (a) is publicly known at the time of the disclosure, (b) is lawfully received by the receiving Participant from a third party which does not have a confidential relationship to the disclosing Participant, (c) the receiving Participant can demonstrate was in its possession or known by it before its receipt from the disclosing Participant, or (d) the receiving Participant is required by law to disclose to government authorities (including courts). Unless otherwise required under a subsequent binding agreement, each receiving Participant shall, at the expiry or termination of this agreement, return to the disclosing Participant any and all documents provided by the disclosing Participant setting out as Confidential Information.

10. Intellectual Property Rights:

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.

11. Amendment

The present Memorandum of Understanding can be amended by the Parties through mutual consultation. The amendments shall be enclosed with the present Memorandum of Understanding and shall form an integral part of it thereof.

12. Validity & Termination

This MoU shall be valid for ---- years. The Memorandum of Understanding will enter into force on the date of signing and shall remain in force throughout the period or unless revoked by the consent of the Parties. Either of the Parties may terminate the present Memorandum of Understanding by giving the other party a written notice of ninety days in advance of its decision to terminate this Memorandum of Understanding. Termination will not affect activities covered by a collaborative contract between the executive agencies and already underway at the time of termination.

13. Settlement of Dispute

Any disputes arising out of the implementation or interpretation of the provisions of this Agreement and or dispute relating to any aspect of academic cooperation shall be settled amicably or will try to jointly resolve the dispute if any by direct negotiations between the top officials of the first and second party to this MoU at the place mutually agreed between them / at Solapur as the case may be.

14. Non-Binding Nature.

This MOU is not intended to and does not give any person who is not a Participant to it any rights to enforce any of its provisions. Nothing in this MOU will be construed as creating a binding legal relationship between the Participants, with the exception of condition which will survive the expiry or termination of this MOU. This MOU is a broad statement of intent which sets forth the general basis upon which the Participants wish to proceed. No legal liability will arise in respect of any subject matter hereof unless a subsequent binding agreement is negotiated, approved, executed and delivered by the Participants to this MOU.

All the above contents are read over and understood by both the parties to this MoU. Hence the MoU is executed on ------ day of -----month 202.

First Party	Registrar,		
	Punyashlok	Ahilyadevi	Holkar
	Solapur University, Solapur.		
Witness: 1.	2.		

<u>Letter of certification to be submitted by the directors of the respective school/s/ departments/ centre etc. of Punyashlok Ahilyadevi Holkar Solapur University.</u>