

Memorandum of Understanding between



Maharashtra State
Faculty Development Academy

Maharashtra State Faculty Development Academy

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पुण्यश्लोक अहिल्यादेवी होळकर
सोलापूर विद्यापीठ

॥ विद्यया संपन्नता ॥


Punyashlok Ahilyadevi Holkar Solapur University
Kegaon, Solapur-Pune National Highway, Solapur- 413255, Maharashtra
(India)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered into on the 6th October, 2022 (06/10/2022) between Punyashlok Ahilyadevi Holkar Solapur University, Solapur 413255 (herein after referred to as 'PAHSU'), and Maharashtra State Faculty Development Academy (MSFDA), 412-B, Bhamburda, Bahirat Patil Chowk, Model Colony, Shivajinagar, Pune, Maharashtra - 411016 (hereinafter referred to as 'MSFDA').

PAHSU and MSFDA are hereinafter individually referred to as a "Party" and collectively as the "Parties".

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1. Punyashlok Ahilyadevi Holkar Solapur, Solapur University:

Punyashlok Ahilyadevi Holkar Solapur, Solapur University, Solapur has established on 1st August 2004. By keeping in mind, the problem of employability in Solapur District the university has taken initiative in establishing 'Jan Vikas Kendra' in the academic year 2005-2006. The university has changed the name of that center under the observation of University Academic Council on 20th April 2017. Now this center known as Skill Development Centre, it has runs number of skill enhancement training programs such as traditional, technical, commerce and management, computer, paramedical and agriculture for the UG and PG students as well as for unemployed and aspirants in Solapur District. At present, the University runs 132 Skill courses in 52 different affiliated institutes.


2. Maharashtra State Faculty Development Academy (MSFDA), Pune:

MSFDA is established by the Department of Higher and Technical Education under Section 8 of Companies Act, 2013, to impart training to the faculty of Higher and Technical Education Institutions of Maharashtra. The Vision of MSFDA is, "Transforming higher educational landscape, through the continuous professional development of teachers in Higher Education Institutes (HEIs) of Maharashtra". One of the Centres of MSFDA is Centre for Innovation & Cutting-Edge technology. As per the vision of MSFDA, the Centre is to foster innovation culture in HEIs. It will develop tools and methodologies to nurture innovation, incubation and entrepreneurial ecosystem and impart trainings in this field. It will focus on research and analysis and strengthen the participant's understanding as an entrepreneur, leader and/or explorer in new fields and ideas. It will also focus on contemporary development in the various subject domains. In the disruptive age the shelf life of skills is reduced drastically. The Centre will develop creative interventions to impart future ready skills for bridging the skill gap.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES IS AS UNDER:

3. PURPOSE OF THE MOU

- 3.1 MSFDA is engaged in developing the professional capacity of the teachers in the teaching cadre through regular training of the faculty members of universities and affiliated colleges under the Dept. of Higher and Technical Education.
- 3.2 MSFDA is in a unique position to influence reforms in the higher education as envisaged by the NEP 2020 by engaging with and motivating the faculty. The focus of trainings and the USP of MSFDA will be development of holistic learning and overall development as a human being. This will be critical for societal change. MSFDA will focus on training, incorporating the key principles and approaches emanating from NEP 2020; mainly, experiential learning, creativity and innovation; learning beyond

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knowledge; multidisciplinary education; scientific and rational thinking; diversity and inclusion; and networking with practitioners, expert institutions, HEIs.

3.3 PAHSUS has vast experience in having collaboration with industry and developing entrepreneurial skills among students. It has a rich history of producing capable, competent and socially aware entrepreneurs which are contributing to the nation building. The institute currently runs 132 skill-based courses in various fields such as technical, commerce, management, computers, para-medical, agriculture, etc. These are consistent and aligned to practice for employment and entrepreneur-oriented education. PAHSUS conducts programs related to entrepreneurship, start-ups, innovation webinars, etc. NEP 2020 mentions about introducing skill-based courses as part of holistic development of students.

3.4 MSFDA is collaborating with PAHSU to design, develop and deliver a capacity building training programme titled "Integrating Skills in Curriculum", which would lead to the understanding of establishing employment and entrepreneurial education for the key stakeholders in higher education in the State of Maharashtra, leading to internal change and bridging the industry-academia skill gap. NEP 2020 envisages integration of skill education with other educational offerings in all institutions. This can be undertaken by designing focused skill courses based on skill gap analysis and mapping need and local opportunities. The programme can build capacities and competencies that will go a long way to make skill education a part of the larger vision of holistic education.

4. MECHANISM OF COLLABORATION:

4.1 The face-to-face one-week residential programmes are envisaged with the objectives of (1) introducing job-oriented skill building opportunities and (2) to cater to market-based career and professional needs (3) skills in designing skill-development courses. The programme will be held primarily for various universities and autonomous colleges so that they can integrate skill-based courses amongst their affiliated colleges/own institutes. It is proposed to conduct: (a) at least one one-week offline and (b) one one-day online refresher programme for the current year ending March 2023.

4.2 **Target Group:** Designed for in-service, early career, motivated and enthusiastic multidisciplinary faculty members from universities or colleges affiliated to universities.

4.3 MSFDA will conduct Faculty Induction Program (FIP). The collaborating organization will be invited to conduct sessions as part of program on mutually agreeable schedule. The remuneration for the same will be as per the FIP norms .

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5. ROLES AND RESPONSIBILITIES:

Role of PAHSU

- 5.1 Duration of collaboration: The collaboration is intended for three years, initially for the current financial year ending March 2023. However, program type, number of trainings for the 2nd and 3rd year will be finalised at the end of the 1st year keeping in view of experience from 1st year.
- 5.2 PAHSU will ensure the engagement of a sufficient number of in-house and external experts and exclusively dedicated staff members for both the above-mentioned proposed programs (a & b) for the successful implementation of project activities.
- 5.3 PAHSU will make use of its infrastructure and facilities (if needed) for undertaking the above-mentioned proposed programs (a & b).
- 5.4 The assessment of the participant teachers and evaluation of outcomes will be undertaken by PAHSU. PAHSU will share the details with MSFDA for joint certification purposes.
- 5.5 PAHSU shall use the MSFDA logo on all communication and training materials pertaining to MSFDA collaborative activities. PAHSU shall explicitly obtain written permission from MSFDA in case of any other programmes.
- 5.6 PAHSU will provide MSFDA with appropriate media especially social media content in the following manner
 - 5.6.1 Documents (images, videos, session briefs) in sharable drive.
 - 5.6.2 Create and publicize trainings in the form of flyers/creative graphics/videos on their social media channels and tag MSFDA.
 - 5.6.3. MSFDA's official accounts shall be tagged on respective social media platform whenever a mention of MSFDA or its officials/associates/partners is made.

Role of MSFDA

- 5.7 MSFDA will provide financial support to PAHSU for the implementation of the project activities in a timely manner.
- 5.8 MSFDA will provide technical and advisory support to partners for fruitful completion of the proposed training programme.

Joint roles and responsibilities of PAHSU and MSFDA

- 5.9 MSFDA and PAHSU will jointly identify and nominate motivated UG and PG teachers for each financial year for the training programs conducted by PAHSU. PAHSU will share selection criteria for participants for consideration of MSFDA.

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- 5.10 MSFDA and PAHSU will jointly provide a certification to eligible participants for successful completion of the workshops.
- 5.11 MSFDA and PAHSU will jointly devise a mechanism for monitoring the program through a mutually agreed evaluation and feedback structure.
- 5.12 There will be third party evaluation of the outcomes of the project and impact analysis after completion of one year.

6. BUDGET AND FINANCIAL MANAGEMENT

- 6.1 Costing to conduct the above-mentioned proposed programmes a & b for the current financial year ending March 2023 as in Training Schedule & Budget (Annexure I & II).
- 6.2 MSFDA shall levy a 10% fee of the total cost of the program towards technical advice and consultancy services.
- 6.3 The Training Delivery budget of this collaborative programme is: Rs.6,56,700/- six lakhs fifty-six thousand and seven hundred. It includes for program a) Rs.5,00,000/- & Program b) 97,000/- this shall be disbursed to PAHSU by MSFDA in the form of grant over a period of the current financial year ending March 2023.
- 6.4 MSFDA shall disburse entire grant equivalent to each programme cost to PAHSU on completion of the programmes scheduled for the current financial year ending March 2023 on the signing of this MoU for the period, within 15 working days of the invoice being received at MSFDA. If required on-demand by the partner, MSFDA shall disburse grants equivalent to 50% of each program cost to PAHSU for commencement of each of the scheduled programmes as per mutual understanding on the signing of this MoU. The PAHSU will raise an invoice for reimbursement of the remaining 50% grants on completion of the programmes scheduled for the period and MSFDA will reimburse within fifteen working days of the invoice being received at MSFDA subject to adherence to the clauses of MoU.
- 6.5 The schedule of disbursement of the grant is subject to the schedule of annual budget approval of MSFDA by its competent authority.
- 6.6 PAHSU will acknowledge the receipt of the received grants through the written receipt.
- 6.7 The grant amount will be utilized by PAHSU towards activities as agreed upon to achieve the program's goals and outcomes.
- 6.8 Equipment procured in this project, following the completion of the project, will become an asset of PAHSU.
- 6.9 PAHSU shall submit Utilisation Certificates after each training, quarterly training progress reports and the Annual Utilization Report corresponding with Financial Year under this collaboration.
- 6.10 PAHSU shall notify cost overruns, reallocations required if any and changes in the time frame of the project to MSFDA and shall only be undertaken by PAHSU after the written approval of MSFDA.

6.11 PAHSU shall oblige to provide any financial documents/invoice/report/certificate towards compliance of statutory audit requirements of MSFDA.

7. RELATIONSHIP BETWEEN THE PARTIES

- 7.1 The relationship between the parties is in the nature of the strategic alliance, and nothing contained in this MoU shall be construed so as to constitute either Party as the agent of another or both. The parties shall carry out their own responsibilities and liabilities without any recourse to the other Party.
- 7.2 It is further understood that the execution of the work does not create an employer/employee relationship. In this respect, both the parties shall be solely responsible for the manner in which work is carried out by them. Each Party shall ensure that its activities hereunder shall be in compliance with all the applicable laws.
- 7.3 Since the understanding is on the principal-to-principal basis, all statutory obligations of the parties will be discharged by them individually, and neither of the parties shall be responsible for all statutory obligations of the other. It is further agreed that neither of the parties will be responsible for the lapse on the part of the other Party for any financial loss.

8. CONFIDENTIALITY

- 8.1 It is agreed that information communicated between the parties under this MoU is of a confidential nature and shall be reserved strictly for its own use. Both parties undertake to keep such information secret and shall take all steps necessary to prevent it being disclosed to third parties.
- 8.2 Confidential information shall not include information which:
- (i) is already in the public domain;
 - (ii) is acquired by the Receiving Party before receiving such information from the Disclosing Party and without restriction as to use or disclosure;
 - (iii) is hereafter rightfully furnished to the Receiving Party by a third party, without restriction as to use or disclosure;
 - (iv) is information which the Receiving Party can document as independently developed by the Receiving Party;
 - (v) is required to be disclosed pursuant to law, provided the Receiving Party uses reasonable efforts to give the Disclosing Party reasonable notice of such required disclosure;
 - (vi) is disclosed with the prior written consent of the Disclosing Party.
- 8.3 In the event of expiry or termination of this MoU, both parties shall return all documents and information belonging to the other and all copies thereof, in the possession or under control of the first.

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8.4 The obligations as regards confidentiality of information, in any form, whatsoever, shall survive the expiry or termination of this MoU up till three years.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 All rights and title to Intellectual Property, whether or not patentable, conceived and reduced to practice, by any party, prior to execution of this MoU, shall be owned by that Party.
- 9.2 Unless otherwise agreed to, all rights and title to Intellectual Property, whether or not patentable, conceived and reduced to practice, in the performance of the activities under this MoU, exclusively by an employee of any party, shall be owned by that Party.
- 9.3 All rights and title to Intellectual Property, whether or not patentable, conceived and reduced to practice jointly by employees of both parties, shall be jointly owned.
- 9.4 Neither Party shall use or license to any third party such jointly owned intellectual property for any purpose whatsoever, without the prior written consent of the other Party.
- 9.5 This clause shall continue to be in effect in perpetuity even after the expiry or termination of this MoU.

10. BRANDING

- 10.1 As part of this joint program, all outcomes of this project, including academic reports, presentations and publications, will acknowledge the support from MSFDA.
- 10.2 Both the parties shall proactively acknowledge each other as their project partners and publicize the positive outcomes and benefits under this project at relevant forums. Both the parties shall invite members of other parties or their designated representatives to such forums wherever possible.
- 10.3 PAHSU and MSFDA may plan to socialize and publicize this program publicly. This shall be undertaken in consultation with both the Parties. The partner shall provide social media content for each training program.

11. GENERAL TERMS AND CONDITIONS:

- 11.1 This MoU shall be governed and construed in accordance with the substantive laws of the Republic of India.
- 11.2 Anything not contained in this MoU may be agreed to via a supplementary MoU between the parties.
- 11.3 No amendment to this MoU shall be valid unless the same is made in writing jointly by the parties hereto or their authorized representatives and specifically stating the same to be an amendment to this MoU.

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12. EFFECTIVE DATE AND DURATION OF THE MOU

This MoU shall be effective from the date it is signed by the parties hereto. The duration of the MoU will be initially for a period of 3 years from the effective date, unless or otherwise terminated earlier.

13. TERMINATION OF MOU

13.1 During this term, the MoU may be treated as terminated on the happening of any of the events mentioned below:

- (i) If any party hereto ("Breaching Party") commits a material breach of any term of this MoU and the Breaching Party is served with a notice by the Non-breaching Party, three months prior to the intended date of termination by the Non-breaching Party, and the Breaching Party has failed to cure the breach within the said period.

The termination of this MoU pursuant to the foregoing provisions of this Clause shall be in addition to any other remedies and the right to seek compensation from the Breaching Party which the other Party may have.


- (ii) If any event happens which will make the performance of this MoU impossible, including any force majeure event.

13.2 During the term of the MoU, the MoU can be terminated by either Party giving the other Party prior written notice of not less than ninety days of its intention to do so but without dishonouring any commitment entered into prior to the date of the termination notice.

13.3 Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights.

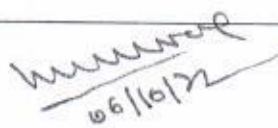

14. SETTLEMENT OF DISPUTE

Any dispute arising in relation to or in connection with this MoU between the parties shall be resolved by mutual negotiations. In case of any unresolved dispute, the parties shall refer the said dispute for arbitration, to the sole arbitrator appointed by the parties hereto and the decision of the arbitrator shall be final and binding on both the parties. The provisions of Arbitration and Conciliation Act, 1996 shall apply to such arbitration. Such arbitration proceeding shall be held at Mumbai. The language of arbitration shall be English.

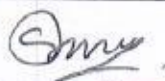
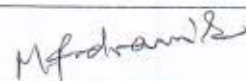

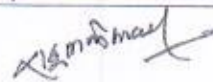
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15. This MoU shall come into effect from the date first hereinabove mentioned. The undersigned parties have read the terms and conditions hereby conclude the present MoU and confirm their agreement and acceptance thereof:

For and on behalf of MSFDA	For and on behalf of Punyashlok Ahilyadevi Holkar Solapur University
	
Name: Dr. Chandrakant Rawal Designation: GM (Admin), MSFDA Date: 06/10/2022	Name: YOGINI GHARE Designation: Registrar Date: 06/10/2022

Witnesses:

	
Name: Mr. Surajkumar Babar Designation: Centre Coordinator Date: 06/10/2022	Name: Prof. Mrunalini Padnavis Designation: Vice Chancellor Date: 06/10/2022
	
Name: Miss. Savita Shingare Designation: MTS Date: 06/10/2022	Name: Dr. Rahul Kadam Designation: Deputy Director Date: 06/10/2022

Registrar

Punyashlok Ahilyadevi Holkar
Solapur University, Solapur

Annexure I:**TENTATIVE TRAINING SCHEDULE (current year ending in March 2023)**

Name of the Training/Activity	a) One-week offline FDP	b) One-day online training program for Skill Development Cluster Centre
Number of program proposed	1	1
Expected Number of teachers trained	40	30
Total	40	30

*This proposed training schedule is subject to change by mutual consent.

*Based on the performance and response from the participants, next two years tentative calendar of programme will be prepared at the end of March 2023

Annexure II:

ANNUAL BUDGET (current year ending in March 2023)

In INR

1	Name of the Training/Activity	One-week offline FDP	1-day online training program for Skill Development Centre
2	Collaboration	Punyashlok Ahilyadevi Holkar Solapur University, Solapur	
3	Venue	Punyashlok Ahilyadevi Holkar Solapur University, Solapur	Virtual platform
4	Training Duration (in days)	5	1
5	Total Training Hours/session	30/20	6/4
6	Mode of Training (Online/Offline/Blended)	Offline	Online
7	Number of Trainees per Batch	40	30
8	Number of Trainings/Activities proposed during the year	1	1
9	Total number of trainees likely to be trained	40	30

COST OF TRAINING

In INR

(i)	Remuneration (Rs 3000 per session)	60,000/-	12,000/-
(ii)	Travel (Rs 1000 or as per actuals)	20,000/-	0
(iii)	Content Curation /Lab support/Administrative cost/Contingency	4,20,000/-	85,000/-
(iv)	TRAINING COST (A)	5,00,000/-	97,000/-
	TRAINEE COST (as per actuals) (B)	4,00,000/- (estimated)	0
	COST (A + B)	9,00,000/-	97,000/-
	MSFDA technical Advisory fee @ 10%	90,000/-	9,700/-
	TOTAL COST	9,90,000	1,06,700