

Memorandum of Understanding between



Maharashtra State
Faculty Development Academy

**Maharashtra State Faculty Development Academy
&**



पुण्यश्लोक अहिल्यादेवी होळकार
सोलापूर विद्यापीठ

॥ विद्याया अप्यन्ता ॥

NAAC Accredited-2015
'B' Grade (CGPA-2.62)

Punyashlok Ahilyadevi Holkar Solapur University, Solapur

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered into on the October 6, 2022, between Punyashlok Ahilyadevi Holkar Solapur University, Solapur-Pune National Highway, Kegaon, Solapur 413 255 – Maharashtra, India, (Herein after referred to as 'PAHSU, Solapur') 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, Solapur and MSFDA are hereinafter individually referred to as a "Party" and collectively as the "Parties".

1. About Punyashlok Ahilyadevi Holkar Solapur University:

Punyashlok Ahilyadevi Holkar Solapur University is a young state University of Maharashtra state, established on 1st August 2004. The Formation of the University at Solapur was a long-cherished desire of the people of this region and the people of the district have an emotional attachment to the University since its inception.

It is a matter of great pride that the university has made big strides within a short span. Nine new buildings, for School of Computational Sciences, School of Social Sciences, School of Earth Sciences, Central Instrumentation Centre, Girls' hostel and Boys' hostel, Rector's bungalow, University Guest House and VIP Bungalow are available in the campus. The University is relentlessly putting its endeavors in enhancing the standards in teaching, research, extra-curricular and sports activities. The University has introduced new schools like School of Commerce and Management, School of Languages and Literature, School of Performing Arts and Fine Arts, School of Allied Health Sciences, School of Technology, School of Life Sciences and many new skill-based courses in recent times. The University is committed to the all-round developments of students. As a result, a number of students have been bringing laurels at the state and national youth festivals, sports and research events. The University regularly organizes State level, inter University level and international seminars, conferences, sports and research events. Now University has international collaborations with European & UK Universities.

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 Inclusion & Diversity. This Centre will sensitize the faculty, students and HEIs to equity and inclusion as a non-negotiable value. It will operate as a cross-cutting theme and design and plan training programmes to encourage HEIs to build a conducive environment for students from diverse backgrounds to be able to access and enrol in their courses. It will also network with specialized organisations/individuals to enrich the trainings in this field. **Women in Leadership** programme will focus capacity building of women from higher education institutions for leadership roles.

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

3. PURPOSE OF THE MOU

- 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.
- MSDFA and institute collaboration purpose with respect to NEP 2020 and MSFDA vision to be written in maximum 500 words**

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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.

It is critical to enhance the capabilities of women to participate in learning, knowledge activities, research and administration. The percentage of women in education, especially in leadership positions is dismally low. If concerted efforts are taken at the policy and capacity building levels as affirmative action things can change for the better. Punyashlok Ahilyadevi Holkar Solapur University is a young state University of Maharashtra state. The University is relentlessly putting its endeavours in enhancing the standards in teaching, research, extra-curricular and sports activities. The University has focused on "Women and Capacity Building" since the last few years carrying out teachers training and sensitisation for all women managers is our prime focus.

4. MECHANISM OF COLLABORATION:

4.1 MSFDA and PAHSU, Solapur have agreed to enter into this collaboration for the following activities:

Women in Leadership: In order to carry out capacity building programmes 'Women in Leadership' for female principals, teachers and students.

4.2 Target Group

Female principals, teachers and students from across domains/faculty of higher education institutions

4.3 Summary of the proposed programs with brief on session plan.

- 1. Women in Leadership** is another identified program by the two parties, in order to do capacity building in women, for leadership roles. The programme will be designed and developed in manner that introduces women participants to gender related issues specific to higher education, sensitising participants about gender, equipping female teachers as leaders

4.4 MSFDA will be conducting FIP. The collaborating organization will be invited to conduct sessions as part of program, on mutually agreeable discussion. The reimbursement for the same, will be as per FIP Program norms.

5. ROLES AND RESPONSIBILITIES:

Role of PAHSU, Solapur

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.

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- 5.2 PAHSU, Solapur will ensure the engagement of a sufficient number of in-house and external experts and exclusively dedicated staff members for **Women in Leadership**, for the successful implementation of project activities.
- 5.3 PAHSU, Solapur will make use of its infrastructure and facilities (if needed) for undertaking **Women in Leadership**
- 5.4 The assessment of the participant teachers and evaluation of outcomes will be undertaken by PASHU Solapur. PAHSU, Solapur will share the details with MSFDA for joint certification purposes.
- 5.5 PAHSU, Solapur shall use the MSFDA logo on all communication and training materials pertaining to MSFDA collaborative activities. PAHSU, Solapur shall explicitly obtain written permission from MSFDA in case of any other programmes.
- 5.6 PAHSU, Solapur 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, Solapur, 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, Solapur and MSFDA

- 5.9 MSFDA and (Partner organisation name) will jointly identify and nominate motivated UG and PG teachers for each financial year for the training programs conducted by (Partner organisation name). (Partner organisation name) will share selection criteria for participants for consideration of MSFDA.
- 5.10 MSFDA and PAHSU, Solapur will jointly provide a certification to eligible participants for successful completion of the workshops.
- 5.11 MSFDA and PAHSU, Solapur 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 **Women in Leadership program**, for the current financial year ending March 2023, as in Training Schedule & Budget (Annexure 1 & 2)
- 6.2 MSFDA shall levy a 10% fee of the total cost of the program towards technical advice and consultancy services


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- 6.3 The Training Delivery budget of this collaborative project is Rs.13,75,000/-, which shall be disbursed to PAHSU, Solapur by MSFDA in the form of grant for the current financial year ending March 2023.
- 6.4 MSFDA shall disburse entire grant equivalent to each programme cost to PAHSU, Solapur 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 programme cost to PAHSU, Solapur for commencement of the each scheduled programmes as per mutual understanding on the signing of this MoU. The PAHSU, Solapur 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, Solapur will acknowledge the receipt of the received grants through the written receipt.
- 6.7 The grant amount will be utilized by PAHSU, Solapur 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, Solapur.
- 6.9 PAHSU, Solapur 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, Solapur 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, Solapur after the written approval of MSFDA.
- 6.11 PAHSU, Solapur 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.

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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.
- 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

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parties shall invite members of other parties or their designated representatives to such forums wherever possible.

- 10.3 PAHSU, Solapur 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 programme.

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.

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.

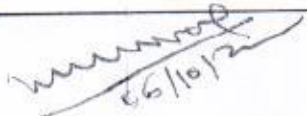

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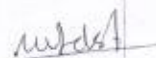
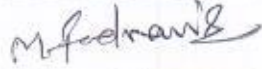


14. SETTLEMENT OF DISPUTE

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.

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 PAHSU, Solapur
	
Name: Dr. Chandrakant Rawal	Name: YOGINI GHARE
Designation: Gen. Admin, MSFDA	Designation: Registrar
Date: 06-10-2022	Date: 06/10/2022


Witnesses:

	
Name: Mr. Mithilesh Bhakare	Name: Prof. Mrunalini Fadnavis
Designation: Center Coordinator Inclusion & Diversity	Designation: Vice Chancellor
Date: 06-10-2022	Date: 06/10/2022
	
Name: Mr. Sooraj Kumar Babar	Name: Dr. Rahul Kadam
Designation: Center Coordinator Innovation & Cutting Edge Tech.	Designation: Deputy Director
Date: 06-10-2022	Date: 06/10/2022



Registrar
Punyashlok Ahilyadevi Holkar
Solapur University, Solapur



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Annexure I:

TENTATIVE TRAINING SCHEDULE (current year ending in March 2023)

a) Women in Leadership

Women in Leadership	
Number of programmes proposed	2
Expected number of teachers trained (General batch size is 40 participants)	35
Total	70

*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

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Annexure II:
ANNUAL BUDGET (current year ending in March 2023)

In INR

1	Name of the Training/Activity	Women in Leadership
2	Collaboration	Punyashlok Ahilyadevi Holkar Solapur University, Solapur
3	Venue	PAHSU, and/or MSFDA or mutually agreed venue
4	Training Duration (in days)	5*2 = 10 days
5	Total Training Hours/Sessions	60 hrs./40 sessions
6	Mode of Training (Online/Offline/Blended)	Offline
7	Number of Trainees per Batch	35
8	Number of Trainings/Activities proposed during the year	2
9	Total number of trainees likely to be trained	70

COST OF TRAINING (Program-1)

In INR

	Programme Name: Women in Leadership	Training 1	Training 2
(i)	Remuneration (Rs 3000 per Session)	$5 * 4 * 3000 = 60,000/-$	$5 * 4 * 3000 = 60,000/-$
(ii)	Travel (Rs 2000 or as per actuals)	$5 * 4 * 2000 = 40,000/-$	$5 * 4 * 2000 = 40,000/-$
(iii)	Training Delivery Cost (i + ii)	1,00,000/-	1,00,000/-
(iv)	TRAINEE COST (Rs 3000 per participant per day) (At actual number of participants) (B)	$35 * 5 * 3000 = 5,25,000/-$	$35 * 5 * 3000 = 5,25,000/-$
(v)	Total Cost (iii + iv)	6,25,000/-	6,25,000/-
(vi)	MSFDA technical Advisory fee @ 10%	62,500/-	62,500/-
(vii)	TOTAL COST (v + vi)	6,87,500/-	6,87,500/-