

Appendix 5.8 A

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Template
Partnership Agreement

Between



unesco

Mahatma Gandhi Institute of
Education for Peace and
Sustainable Development

**The United Nations Educational, Scientific, and Cultural Organization
Mahatma Gandhi Institute of Education for peace and Sustainable Development**

Located at 35 Ferozshah Road, ICSSR Building, First Floor, New Delhi 1100001

hereinafter referred to as "UNESCO MGIEP"

represented by

Dr. Anantha Duraiappah
Director

and



Kurukshetra University Kurukshetra

Located at Thanesar, Haryana 136119

hereinafter referred to as "Partner"

represented by

Dr. Sanjeev Sharma

Registrar

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UNESCO MGIEP and Kurukshetra University together hereinafter referred to as
"the Parties"

Whereas, UNESCO MGIEP focuses on achieving the UN Sustainable Development Goal 4.7 towards education for building peaceful and sustainable societies across the world by developing programmes that promote social-emotional learning, innovate digital pedagogies and empower youth. UNESCO MGIEP is seeking to mobilize partners for the achievement of its strategic goals and programme priorities;

Whereas, UNESCO MGIEP, through its Rethinking Youth Programme is building the capacities of youth especially through universities to deliver and receive high quality social-emotional learning (SEL) leveraging the power of online experiential learning on the UNESCO MGIEP FramerSpace online learning platform;

Whereas, UNESCO MGIEP in partnership with Life University (USA) has developed the *Self-directed Emotional Learning for Empathy and Kindness (SEEK)* online self-directed course based on the *Compassionate Integrity Training (CIT)* course developed by Life University and hosted on the UNESCO MGIEP GDPR-compliant Framer Space Learning Platform.

Whereas, the Partner, Kurukshetra University was established in 1956, recognized by the UGC, is NAAC accredited 'A+' university and is focused on preparing a class of proficient scholars and professionals with ingrained human values and commitment to expand the frontiers of knowledge for the advancement of society and be globally acknowledged as a distinguished centre of academic excellence. The Kurukshetra University Centre for Training Internship and Employment (KUCTIE) will be the Nodal Centre to carry forward this partnership agreement

Whereas, the Partner Kurukshetra University would like to provide the Faculty and students skills in social and emotional intelligence and resilience, interpersonal skills, and holistic systems-level thinking.

Now therefore, the Parties hereby agree as follows
Article 1 – Objectives

By the present Agreement, UNESCO MGIEP and the Partner agree, through joint and concerted cooperation:

- 1.1 For the Partner(KUK) to sign up to **1000 Faculty, Staff, Students as a first trial cohort** to enrol and obtain completion certification in the UNESCO MGIEP SEEK online course by April 2022;
- 1.2 For UNESCO MGIEP to deploy a Partner branded instance of the SEEK course providing

free-of-cost access for the agreed first cohort of learners;

- 1.3 To provide professional thematic and technical support for all enrolled learners;
- 1.4 To promote the deployment of SEEK through the Partner's key national and international events
- 1.5 Following the review of the first cohort, the Partner may agree to commit additional Staff and student learners through 2 cohorts of up to 2000 students on voluntarily basis, each annually for a mutually agreed fee of Rs 500 per learner for additional specialised services by UNESCO MGIEP.

Article 2 – Obligations of the Kurukshetra University Kurukshetra (Party-1)

- 2.1 The Partner agrees to execute the terms of the present Agreement;
- 2.2 The Partner may enroll up to 1,000 Faculty Staff and university students for the first trial cohort to enroll and obtain completion certification in SEEK by April 2022;
- 2.3 The Partner agrees to nominate up to 2-10 Faculty/Staff to undertake further advanced Facilitator Training in order to provide thematic and technical support to future learners from their university;
- 2.4 The Partner agrees to extensively promote the association with UNESCO MGIEP and the deployment of the SEEK course at key national and international events and relevant stakeholders;
- 2.5 The Partner may consider including SEEK as an open elective course for building ethical values and 21st century skills for its students and provide a University certification of completion towards acquiring these credits.
- 2.6 Only after the successful completion and review of the trial cohort, the Partner may commit to the commercial deployment of SEEK at scale through the offer of an open elective course offered annually to 2 cohorts of up to 2000 learners on voluntarily basis each for INR 500 per learner.

Article 3 – Obligations of UNESCO MGIEP (Party -2)

- 3.1 UNESCO MGIEP agrees to execute the terms of the present Agreement;
- 3.2 UNESCO MGIEP will implement a Partner-branded instance of the SEEK course on the UNESCO FramersSpace platform.
- 3.3 UNESCO MGIEP will provide learner support through the online Global SEEK Learner Community public access Masterclasses;

3.4 MGIEP will provide the following additional specialized services:

- a. Setup of the Partner Learner Community with dedicated learner support staff;
- b. Special Masterclass sessions for the Partner learners;
- c. UNESCO MGIEP will provide advanced training opportunities for up to 2-10 selected Faculty Staff to acquire Facilitator-level certification in SEEK;
- d. UNESCO MGIEP will extensively promote the association with relevant stakeholders and invite the Partner to key national and international events.
- e. Joint Social media promotions for SEEK outreach with the Partner

3.5 UNESCO MGIEP will provide full technical support for the UNESCO MGIEP SEEK course hosted on the UNESCO MGIEP FramerSpace digital learning platform including email support during Indian business hours and an escalation system of MGIEP personnel and set number of hours or days for the resolution of system issues;

Article 4 – Media activities

4.1 The projects, their conception, their implementation, their development, their impact and their outcome will necessitate informational and promotional activities at the initiative of - and on the part of- the parties, separately or jointly.

4.2 Each party is authorized to use the name, the logo and any element of the other's identity, through the use of citations, references to, reproductions, representations on the occasion of the promotion of projects, of public relations, operations, of interviews, of relations with the media (press files, articles, releases etc.) throughout the world. This use, which must adhere to the image of the concerned party, must receive the prior and written consent by UNESCO MGIEP or KUK when it relates to information activities external to the Partner.

4.3 The media and information support (films, photographic pictures, etc.), as well as all the rights related to them, will belong exclusively to the Party who makes and finances them. They can only be used by the other Party after the latter obtains the prior consent of the proprietary party. Notwithstanding that, the proprietary party can refuse to authorize their use if the rights given up (copyright, trademark) do not cover the foreseen exploitations.

Article 5 – General Conditions

5.1 Use of the Name, Emblem or Official Seal of UNESCO MGIEP

Unless authorized in writing by parties shall not use the name, acronym or official logo of each other, or any abbreviation for advertising or any other purposes.

5.2 Status of UNESCO

Supporting the objectives of UNESCO and of the United Nations Organization, the Partner will respect the status of UNESCO as an intergovernmental organization of the United Nations system with its own distinct Constitution. The Partner confirms that it is not directly

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involved in the production of goods or the delivery of services, which would be opposed to the objectives and principles of UNESCO, the United Nations Organization or

institutions of the United Nations system.

5.3 Status of the Partner

Nothing in this Agreement shall be construed as establishing a legal partnership (such as, by way of clarification, partnership liability), joint venture, agency, exclusive arrangement or other similar relationship. Neither the Partner nor anyone whom it may employ shall be considered as an agent of UNESCO MGIEP or a member of the staff of UNESCO MGIEP and, except as otherwise provided herein, shall not be entitled to any privileges, immunities, compensation or reimbursements, nor shall be authorized to commit UNESCO MGIEP to any expenditure or other obligations.

5.4 Conformity with Laws

The Partner agrees to respect the laws of the country it is operating in and guarantees that it will not permit any official of UNESCO MGIEP to receive a direct or indirect profit from this Agreement. Furthermore, The Partner certifies and warrants that it has not, nor have its members, been convicted of any crimes and that there are currently no lawsuits or legal actions being taken against it. Should this happen, The Partner undertakes to notify UNESCO MGIEP immediately.

5.5 Privileges and Immunities of UNESCO MGIEP

Nothing in or relating to the present Agreement shall be deemed a waiver of any of the privileges and immunities of UNESCO MGIEP. The Partner shall hold harmless, defend and indemnify UNESCO MGIEP against all lawsuits, claims, costs and liabilities resulting from any intellectual property disputes or other disputes occurring under the present Agreement and which arise out of acts or omissions of The Partner.

5.6 Assignment

None of the Parties shall assign, transfer, pledge or make other disposition of the present Agreement or any part thereof or of any of their rights, claims or obligations under the present Agreement except with the prior written approval of the other Parties. Any of the aforementioned actions taken without such written approval shall not be valid.

5.7 Settlements of Disputes

All disputes arising out of or in connection with the present Agreement shall be settled by mutual understanding. However, if no amicable settlement can be arrived at, any dispute shall be arbitrated according to the rules defined by UNCITRAL (United Nations Commission on International Trade Law).

5.8 Termination

- 5.8.1 Should either Party fail to meet its obligations, the other Party may terminate the present Agreement upon 3 (three) months' written notice to the other Party. The same will apply with respect to incidents making the realization of the Project extremely hazardous. In particular, the Partner may withdraw from the Project and cease all financial contributions if the funds it has contributed have not been directly available to the Project.
- 5.8.2 Upon the termination of the present Agreement, the Partner shall not use UNESCO MGIEP's name, emblem or official seal, or any abbreviation of the name of UNESCO MGIEP, for promoting the Project or any other purposes.
- 5.8.3 Upon the termination of the present Agreement, the Partner shall inform all relevant, past, actual or potential partners (including all persons or bodies that have been informed by the Partner of UNESCO MGIEP's participation in the Project(s)), that UNESCO (i) has terminated its Agreement with The Partner, (ii) is no longer participating in the Project(s).

5.9 Amendment

This Agreement, including this provision, may not be waived, modified or changed in any manner except by a written amendment signed by each of the parties hereto.

5.10 Non-Exclusivity

It is understood that this Agreement does not confer the Partner any exclusivity regarding activities such as those covered by this Agreement, and the Partner accepts that UNESCO MGIEP is currently collaborating on similar activities worldwide with other partners.

Article 6 – Notification

- 6.1 The addresses for service of notices under the present Agreement shall be:

For UNESCO MGIEP

Name: Prof. Anantha Duraiappah

Title: Director

Tel: +91 11 23072 35660

Mail: ak.duraiappah@unesco.org

For the Partner

Name: Dr. Sanjeev Sharma

Title: Registrar, Kurukshetra University

Tel: 01744-238026

Mail: registrar@kuk.ac.in

.2 Each Party shall inform the other Party immediately of any modification of the above address.

Article 7 – Duration

The present Framework Agreement enters into force upon signature by the parties, and remains in force until 31 January 2024.

Two months before the date of expiration of this Agreement, the Parties will mutually decide on whether to extend the present agreement or enter into a new agreement.

Done in two original copies on **17 February 2022** with English as the language of the official text.

For Kurukshetra University

For UNESCO MGIEP:

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17.02.22

Dr. Sanjeev Sharma
Registrar

[Signature]

Prof. Anantha Duraiappah
Director



Witnesses

[Signature] 17/02/2022

1. Prof. Sunil Dhingra
Prof. In-Charge, KUCITE

[Signature] 17/2/22

2. Dr. Mohinder Singh
Coordinator, KUCITE

1. Abel Caine

[Signature]

2. Archana Chaudhary

[Signature]