

MEMORANDUM OF UNDERSTANDING (MOU)
between
KURUKSHETRA UNIVERSITY, KURUKSHETRA
and
MEDHA LEARNING FOUNDATION

The MOU is made on the 16th day of July month in the year 2019, at Kurukshetra, Haryana, between Kurukshetra University, Kurukshetra (hereinafter referred as "**University**") through Kurukshetra University RUSA Project Society, Kurukshetra (KURPS) which expression shall, unless excluded by or repugnant to the context, mean the Member Secretary, KURPS, Kurukshetra and include his/her successor in office, legal representative, nominee and assignee as the **First Party**.

AND

MEDHA LEARNING FOUNDATION (hereinafter referred as "**Medha**"), Lucknow, registered as a not-for-profit Company under Section 8 (erstwhile Section 25) of The Companies Act, 2013, which expression shall include, unless excluded by or repugnant to the context, mean the Executive Director, and include his/her successor in office, legal representative, nominee and assignee as the **Second Party**.

WHEREAS

The University has established a Corporate Resource Centre (CRC) under KURPS to build and promote industry-academia interface, with a focus on enhancing employability skills and employment outcomes of students graduating from the University and its affiliated colleges. KURPS has collaborated with Medha for strengthening the CRC as its "Knowledge & Capacity Building" partner.

This MOU defines and details the general framework of the collaboration as under:

1. GENERAL PROVISIONS

1.1 DEFINITIONS

- (a) "**University**" means Kurukshetra University, Kurukshetra, Haryana.
- (b) "**KURPS**" means Kurukshetra University RUSA Project Society.
- (c) "**Project**" means the project implemented by Medha in collaboration with KURPS in pursuant to this MOU.
- (d) "**Centre**" means the operational office of the Corporate Resource Centre under KURPS.
- (e) "**Programme**" means the employability bootcamp, training & capacity building, industry events and other career services activities performed by the CRC.
- (f) "**BOG**" means Board of Governors, KURPS.

*The head
Medha*

1.2 RELATION BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing the relation of purchaser and seller as between the first and second party. The second party, subject to this MOU, shall have complete charge of personnel implementing the Project and shall be fully responsible for the task completed by them.

1.3 GOVERNING LAW & JURISDICTION

This MOU, its meaning and interpretation, and the relation between the parties shall be governed by the laws applicable in India and they only shall have exclusive Jurisdiction over matters relating to or arising from this MOU.

1.4 LANGUAGE

This MOU has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning of interpretation of this MOU.

1.5 LOCATION

The matter i.e. Project implementation arising under this MOU shall be performed by the second party from its head offices at Lucknow and/or its nearest regional office, in addition to the Centre at the University as agreed upon by the first party.

1.6 AUTHORISED REPRESENTATIVES

Any action required or permitted to be taken and any document required or permitted to be executed under this MOU may be taken or executed

- (a) On behalf of the first party, by the Chairman, BOG, KURPS, Kurukshetra, or his/her designated representative.
- (b) On behalf of the second party, by the Executive Director, Medha Learning Foundation, or his/her designated representative.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF THIS MOU

- 2.1 This MOU shall come into force from the date of signing, or other earlier date that is mutually agreed by the two parties.
- 2.2 Modification of the terms and conditions of this MOU, including the modification of the Project may be made at the time of annual review, with mutual agreement between the parties.
- 2.3 The MOU shall be effective for a period of three years, but KURPS will review/renew/modify (if needed) the MOU annually, based on the project outputs/outcomes.



2.4 The MOU may be terminated prematurely by either party with mutual agreement by giving one month's notice.

The role and obligation of Medha and the University will be as under:

3. ROLE & OBLIGATION OF THE SECOND PARTY "MEDHA" UNDER THE COLLABORATION

- 3.1 Medha shall support the University team in developing employability training modules, piloting the modules with students, Training of Trainers of the faculty appointed by the University for employability training, building industry interface for greater engagement, managing the training & placement information system and mainstreaming employability training into University education.
- 3.2 Medha shall provide its employability (training) bootcamps' curriculum & pedagogy expertise to the University – focusing on Life skills, Digital literacy, Communication skills and Job readiness.
- 3.3 Medha shall also deliver the employability (training) bootcamps in the pilot stage through its own Trainers to selected students registered at the CRC. The ultimate goal of direct delivery shall be to build the capacities of the Centre to train the student using its own trainers/faculty members.
- 3.4 Medha shall also bring its expertise pertaining to career services, viz. skill assessment, industry workshops, internships & placement drives, alumni engagement etc. to the Centre under the Project.
- 3.5 Medha shall provide Training of Trainers & capacity building support to trainers/faculty nominated by the Centre for delivering employability training, placement and other career services to the students. Medha shall support the University in creating necessary systems & processes for allocation/empanelment/appointment of trainers and other resources required at the Centre.
- 3.6 Medha shall work with the University during the Project period for mainstreaming employability training in the University/college education.
- 3.7 Medha shall prepare a detailed workplan for Programme Implementation in consultation with the Centre and shall follow the same once approved by the University.
- 3.8 Medha shall abide by all the rules and regulations of the University in the functioning of Centre at the University.
- 3.9 Medha shall furnish all relevant information, including the workplan, progress reports and impact reports if any corresponding to the Project, to the University as and when required or demanded by the latter.

*The Hon'ble
Secretary*

3.10 Medha shall not charge any service fee from the CRC for the implementation of the Project. However, the University/Centre shall cover the associated overhead costs under the Project viz. workstation for Medha personnel, travel & accommodation of trainers, engagement of external experts, printing & stationery, training materials & equipment and other costs associated with organizing industry events etc. in the implementation of the Programme. Such arrangements shall be made directly by the University/Centre and no payments shall be made to Medha or any of its personnel engaged directly/indirectly in the Programme.

4. ROLE & OBLIGATION OF THE FIRST PARTY "KURPS" UNDER THE COLLABORATION

4.1 The University shall provide necessary infrastructure at the CRC, for the implementation of various activities under the Programme.

4.2 The University shall implement a central MIS for managing Training & Placement of its students through the CRC.

4.3 The University shall make necessary arrangements to implement the Programme on a sustainable basis, through allocation/empanelment/appointment of trainers and other resources required at the CRC.

4.4 The University shall seek recommendation from Medha/CRC for mainstreaming employability training in the University/college education.

4.5 The University shall nominate a single point of contact to facilitate and troubleshoot the Project at the University.

4.6 The University shall ensure full support and cooperation to Medha in all aspects of the Project implementation.

5. REPORTING OBLIGATION

The **Second Party** shall submit to the **First Party** reports and documents as may be specified and at such frequency as may be agreed upon between the two parties. The **Second Party** will collect and maintain the records of students served from the Centre and shall monitor and report their progress to the **First Party**.

6. ARBITRATION

Both the parties shall use all reasonable endeavors to resolve or settle the disputes through mutual negotiation and discussions in connection with this MOU or the interpretation thereof. Any and all disputes, controversies and conflicts ("**Disputes**") arising out of this MOU between the parties or arising out of or relating to or in connection with this MOU or the performance or non-performance of the rights and obligations set forth herein or the breach, termination,



invalidity or interpretation thereof which cannot be settled or resolve amicably shall be referred for arbitration to a suitable committee at Kurukshetra University, Kurukshetra. The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction. None of the parties shall be entitled to commence or maintain any action in a court of law upon any Dispute arising out of or relating to or in connection with this MOU.

7. CONSEQUENCE OF BREACH AND PENALTIES

- a. It shall be obligatory on part of either party to ensure timely Project implementation and facilitation as per the pre-approved workplan as agreed upon in the MoU.
- b. In the event of breach of any term or conditions of this agreement, either party shall have the right to terminate the agreement and recover costs incurred that are associated with the project.

In witness whereof, the parties hereto have caused the agreement to be signed in their respective names as of the day and year first above written.

First Party

Second party

FOR AND ON BEHALF OF UNIVERSITY

FOR AND ON BEHALF OF MEDHA

Harjinder
16-7-19
NODAL OFFICER RUSA
KURUKSHETRA UNIVERSITY RUSA PROJECT SOCIETY
KURUKSHETRA UNIVERSITY, KURUKSHETRA
HARYANA
Nodal Officer (RUSA)
Kurukshetra University,
KURUKSHETRA-136119.

[Signature]
EXECUTIVE DIRECTOR
MEDHA LEARNING FOUNDATION
LUCKNOW
UTTAR PRADESH



Witness

- 1. *[Signature]*
- 2. *[Signature]*

Witness

- 1. *[Signature]*
- 2. *[Signature]* Kumar