

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
PATNA UNIVERSITY, PATNA
AND
MEDHA LEARNING FOUNDATION, LUCKNOW

The MOU is made on the 3rd day of April month in the year 2019, at Patna, between Patna University (hereinafter referred to as University) which expression shall, unless excluded by or repugnant to the context, mean the VC/Registrar/FO, Patna University, and include his/her successor in office, legal representative, nominee and assignee as the **First Party**

AND

Medha Learning Foundation (hereinafter referred to as Medha), Lucknow, registered as a not-for-profit Company under Section 25 of the Companies Act, 1956, which expression shall include, unless excluded by or repugnant to the context, mean the Executive Director, and include his successor in office, legal representative, nominee and assignee as the **Second Party**

WHEREAS

Medha is responsible for implementation of Medha Career Center project in order to enhance the employability skills and improve employment outcomes of students at Patna University/Constituent Colleges.

1. GENERAL PROVISIONS

1.1 DEFINITIONS

- (a) "**University**" means Patna University, Bihar.
- (b) "**Project**" means Medha Career Center project implemented by Medha.
- (c) "**Programme**" means the employability development works/activities to be performed by the second party pursuant to this MOU for the abovementioned Project.
- (d) "**Center**" means the Career Center established and run by Medha on University/ Constituent College campus to deliver the program to the students.

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 performing the Programme and shall be fully responsible for the task completed by them.




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Registrar
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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. Programme 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 Center at the University as agreed to 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 VC/Registrar/FO, Patna University, or her designated representative.
- (b) On behalf of the second party, by the Executive Director, Medha Learning Foundation, or his 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 Programme may only be made by prior written agreement between the parties.

2.3 Patna University has introduced the Career Center in University, as a way to enhance employability skills and improve the employment outcomes of the students enrolled in the University/Constituent College.

2.4 Medha will be implementing the Programme for a period of next three years from the date of signing this MoU, which might be extended, based on mutual agreement.

The involvement of Medha and the role of University will be as per following.

3. ROLE & OBLIGATION OF THE SECOND PARTY IN SUPPORT OF PROGRAMME



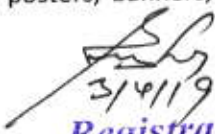

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- 3.1 The Programme under the Medha Career Center project will be delivered exclusively to the students of the University/Constituent College through the Center established and run by Medha within the premises of the University/Constituent College.
- 3.2 The Center shall provide skills training ("**Employability Skills**"), workplace exposure and placement opportunities to the students in order to enhance their employability skills and improve their employment outcomes.
- 3.3 The Center shall run throughout the academic year and shall offer three training modules to the students – Career Advancement Bootcamp (CAB), Technology Advancement Bootcamp (TAB) and Life-skills Advancement Bootcamp (LAB), with a maximum of 120 hours of training to the students registered at the Center.
- 3.4 The Center shall be staffed with personnel appointed by Medha, to manage and deliver the Programme at the Center. Medha shall provide other support to the Center from its head office/regional office, as and when required.
- 3.5 The Center shall collect Rs. 500/- (Rupees Five Hundred Only) as nominal Student Contribution per student per module for availing the Programme offered at the Center. The documentation with regards to the same would be shared with the students and the University/ Constituent College.
- 3.6 Medha shall abide by all the rules and regulations of the University in its functioning of Career Center at the University/Constituent College.
- 3.7 Medha shall furnish all relevant information, progress reports and audited reports corresponding to the project, to the University as and when required or demanded by the latter.

4. ROLE & OBLIGATION OF THE FIRST PARTY IN SUPPORT OF PROGRAMME

- 4.1 The University/Constituent College shall provide access to a suitable room (of minimum 1000 sq. ft. area) located centrally on campus, which can be converted into a Career Center, with access to electricity, wireless internet and other basic amenities/facilities, as available at the University/Constituent College.
- 4.2 The University/Constituent College shall allow Medha to bring in, store, use and retain ownership of its own equipment, furniture and training materials, as per the requirement of the Center.
- 4.3 The University/Constituent College shall allow the Center to communicate the students about the Programme offered at the Center by means of signboards, posters, banners, awareness




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events and workshops etc. organized from time to time on the campus through the Center in collaboration with the University.

- 4.4 The University/Constituent College shall allow and facilitate the students to avail the modules within the program of the Center.
- 4.5 The University/Constituent College shall allow cobranded (University in collaboration with Medha) certificates to be issued to students successfully completing the modules at the Center.
- 4.6 The University/Constituent College shall nominate a single point of contact to facilitate and troubleshoot the Programme at the University.
- 4.7 The University/Constituent College shall ensure full support and cooperation to the Center staff in all aspects of the Center functioning to ensure effective Programme 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 Center 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 Agreement between the parties or arising out of or relating to or in connection with this Agreement 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 the suitable committee to be appointed by Patna University in consultation with the second party at Patna University. The arbitral award shall be in writing and shall be final and binding on each party. 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

- a. It shall be obligatory on part of either party to ensure timely Programme implementation and facilitation as per the pre-approved plan as agreed upon in the MoU.




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- b. In the event of breach of any term or conditions of this agreement, either party shall have the right to terminate this agreement with prior notice. In such case, the Second Party shall refund the student contribution (if collected) of candidates who have not undergone the Programme.

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.

FOR AND ON BEHALF OF PATNA UNIVERSITY


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REGISTRAR /FO
PATNA UNIVERSITY
PATNA
Bihar
Registrar
Patna University

FOR AND ON BEHALF OF MEDHA


EXECUTIVE DIRECTOR
MEDHA LEARNING FOUNDATION
LUCKNOW
UTTAR PRADESH
