

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

Kamla Nehru Institute of Physical & Social Sciences

AND

MEDHA

The MOU is made on the 17th of January month in the year 2017, at Lucknow, between Kamla Nehru Institute of Physical & Social Sciences, which is officially represented by Dr. Anil Kumar Srivastava, Principal and include his successor in office, legal representative, nominee and assignee as the **"First Party"**

AND

MEDHA LEARNING FOUNDATION, Lucknow, registered as a not-for-profit Company under Section 25 of the Companies Act, 1956, which is officially represented by the Executive Director, and include his successor in office, legal representative, nominee and assignee as the **"Second Party"**

WHEREAS

The Second Party in Collaboration with the First Party, shall be implementing an array of Programmes (**the "Programmes"**), details of each Programme shall be mutually agreed upon separately, and shall be mentioned in **the "Programme Plan."**

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

- 1.1 The purpose of this MOU is to establish **the Collaboration** between both the parties under the terms mentioned in various sections of the MoU.
- 1.2 This MOU shall come into force from the date of signing, or other earlier date that is mutually agreed by the two parties.



- 1.3 The MOU shall be valid for one year, after which it may be renewed subject to mutual agreement between the two parties. The terms of the MOU may be reviewed / modified at the time of renewal. However, the results and outcomes of **the Programmes** are subject to review at the end of every Programme.
- 1.4 Each Programme shall be mutually agreed upon by both the parties, the details thereof will be documented separately as per the appended 'Programme Plan Template.'
- 1.5 The MOU may be mutually terminated at any time, if the Programme/s fail/s to produce desired results and outcomes, and/or if either party fails to perform its role or meet its obligations as mentioned in this MoU.

2. ROLE & OBLIGATION OF THE SECOND PARTY IN SUPPORT OF PROGRAMMES

- 2.1 The Second Party shall provide the Services, as per the specifics under each **Programme Plan**, to the beneficiaries identified by the First Party.
- 2.2 The Services shall be delivered by personnel selected/appointed/represented by the Second Party during the course of the Programme.
- 2.3 The Programmes Shall Not be offered free of cost. Each Programme shall be chargeable on per student/participant/batch basis, as the case may be, as per the specific Programme Plan. The Programme Fee shall be highlighted in the specific Programme Plan.
- 2.4 The Second Party shall abide by all the relevant organizational rules and regulations of the First Party in its functioning of Programme on the campus of the First Party.
- 2.5 The Programme design (eligibility, criteria of assessment & certification etc.) shall be decided by the Second Party, in consultation of the First Party if needed.

3. ROLE & OBLIGATION OF THE FIRST PARTY IN SUPPORT OF PROGRAMMES

- 3.1 The First Party shall provide access to a suitable space located on its campus, with access to electricity, computer lab, wireless internet, classroom furniture and other

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basic amenities/facilities, as per the requirements of the Programme, in order to implement the Programme.

- 3.2 The First Party shall allow the Second Party to bring in and store its equipment, and training materials in the space provided, as per the requirements of the Programme.
- 3.3 The First Party shall allow the Second Party to communicate the students about the Programme and the Collaboration, by means of posters, banners, awareness workshops, certification events etc. organized jointly in mutual consultation of both the parties.
- 3.4 The First Party shall sponsor the fee on behalf of its students/participants of the Programme, as per the fee chargeable by the Second Party, under the Programme, which shall be paid in advance upon formation of every batch.
- 3.5 The First Party shall nominate a single point of contact to facilitate the Programme functioning and coordinate with the Second Party.
- 3.6 The First Party shall ensure full support and cooperation to the Second Party in all aspects of the Programme functioning to ensure effective delivery of Services under the Programmes.

5. PROGRESS REPORTING

The **Second Party** will collect and maintain the relevant records of students/participants trained under the Programme. The **Second Party** shall submit to the **First Party** an annual report highlighting the progress of the Programme/s.

6. ARBITRATION

The relationship between the parties is strictly guided by the MOU and doesn't naturally extend to other areas until mutually agreed upon in writing. 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. 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.



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

FOR AND ON BEHALF OF FIRST PARTY

PRINCIPAL
KAMLA NEHRU INSTITUTE OF PHYSICAL & SOCIAL
SCIENCES
UTTAR PRADESH



FOR AND ON BEHALF OF SECOND PARTY

NOMINEE OF EXECUTIVE DIRECTOR*
MEDHA LEARNING FOUNDATION, LUCKNOW
UTTAR PRADESH



Annexures: Programme Plan

Programme I

Valid till: July 31, 2017

Training name	Career Advancement Bootcamp
Program Duration	30 hours (In-class training)
Batch size	25 - 35
Course focus area	Professional Communication Team Work Career Awareness Placement / internship support
Coordinator (appointed by institute)	Nominated by College administration
Eligibility	Nominated by College administration
Trainers/Facilitators	In-house trainers / facilitators at Medha
Program fee	Rs. 500/- per student (to be paid by college)
Infrastructure requirement	A lecture hall or a classroom at the college
Certification	75 per cent attendance or above

FOR AND ON BEHALF OF FIRST PARTY

PRINCIPAL
KAMLA NEHRU INSTITUTE OF
PHYSICAL & SOCIAL SCIENCES
SULTANPUR
UTTAR PRADESH



FOR AND ON BEHALF OF SECOND PARTY

NOMINEE OF EXECUTIVE DIRECTOR
MEDHA LEARNING FOUNDATION,
LUCKNOW
UTTAR PRADESH

