

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

MAHAMAYA POLYTECHNIC OF INFORMATION TECHNOLOGY, SHAMLI

AND

MEDHA LEARNING FOUNDATION, LUCKNOW

The MOU is made on the 14 of September month in the year 2021, at Ghazipur, between, Mahamaya Polytechnic of Information Technology, Shamli, which is officially represented by the Principal, Mahamaya Polytechnic of Information Technology, Shamli, and include his/her successor in office, legal representative, nominee and assignee as the "First Party"

AND

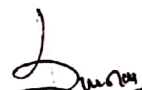
MEDHA LEARNING FOUNDATION (hereinafter referred as "Medha"), Lucknow, registered as a not-for-profit Company under Section 8 (erstwhile Section 25) of the Companies Act, 2013, which expression shall include unless excluded by or repugnant to the context, mean the Executive Director, and include his/her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

WHEREAS

The Second Party, in collaboration with the First Party, shall be implementing an array of Programme (the "Programme"), details of each Programme shall be mutually agreed upon separately. They shall be mentioned in the "Programme Plan" annexed at the end of the MOU.

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

- 1.1 The purpose is to establish 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 dates that is mutually agreed by the two parties.
- 1.3 Modification of the terms and condition of this MoU, including the modification of Programme may only be made by prior written agreement between the parties.

  
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- 1.4 This MOU shall be valid for the period of two years from the date of signing this MoU, which might be extended, based on mutual agreement.


The Involvement of Medha and the role of the College will be as per following:

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

- 2.1 The Programme shall be delivered exclusively to the students of the college through either of the two models available at Medha – online/virtual delivery and offline/on-campus delivery. The mode of delivery will be entirely decided by Medha based on feasibility.
- 2.2 Medha shall provide training bootcamp ("Employability skills"), workplace exposure, and available employment opportunities to interested students in order to enhance their employability skills and improve their employment outcomes.
- 2.3 Medha shall collect Rs. 500 (Rupees Five Hundred only) per Student per module as Student Contribution from interested students for availing the Programme. Contribution Collection and Registration will be done through online link (*Pehe!*). This is a token commitment contribution to be collected from the students who are interested to avail the Programme. No charge shall be levied on the students by Medha apart from the abovementioned commitment contribution.
- 2.4 Medha shall try to register students at the College to form/run minimum one batch of 25 students per month, which is mandatory, failing which Medha shall suspend the Programme at the College.
- 2.5 Medha shall abide by all the terms and conditions mutually agreed upon with the college in the implementation of the Programme.
- 2.6 Medha shall furnish all relevant information, progress report and documents corresponding to the project, to the college as and when required by the latter.

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

- 3.1 The First Party shall entirely allow the Second Party to decide the content, pedagogy, assessment rubric and certification criteria, of its training modules etc. as well as full discretion to admit, select and certify students within the Programme.
- 3.2 The First Party shall provide access to necessary infrastructure on its campus, as and when needed, with access to classroom, electricity, furniture, and other basic amenities/facilities, as per the requirements of the Programme. The same shall be applicable to "offline" activities within the Programme.

  
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3.3 The First Party shall nominate a single point of contact (SPOC) to facilitate the Programme functioning and coordinate with the Second Party. The First Party will ensure "Quarterly meetings" with the Principal to assess and monitor the progress of the Programme.

3.4 The First Party shall ensure full support and cooperation to the Second Party in all aspects to ensure effective program implementation.

#### 4. 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 record of students served and shall monitor and report their progress to the **First party**.

#### 5. ARBITRATION

Both parties shall use all reasonable endeavours 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 a 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, interpretation thereof which cannot be settled or resolve amicably shall be referred for arbitration to a suitable committee constituted in joint consultation of both the parties. The Arbitral award shall be in writing and shall be final and binding on each party. None of the party shall be entitled to commence or maintain any action in the court of law upon any Dispute arising out of or relating to or in connection with this MOU.

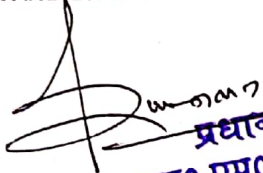

#### 6. CONSEQUENCE OF BREACH

- 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.
- b. In the event of breach of any term and conditions of this agreement, either party shall have the right to terminate this agreement with prior notice.

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In witness of which, 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	FOR AND ON BEHALF OF the SECOND PARTY
 <p>प्रधानाचार्य एम० एम० आई० टी० शामली</p> <p>THE PRINCIPAL MAHAMAYA POLYTECHNIC OF INFORMATION TECHNOLOGY, SHAMLI UTTAR PRADESH</p>	 <p>EXECUTIVE DIRECTOR MEDHA LEARNING FOUNDATION, LUCKNOW UTTAR PRADESH</p>

PAN - AAHCM3187E

witnessed by



KAPIL KR. SINGH

14/9/2021




MARGHUB NASIM ANSARI

14-09-2021



**Annexure I: Programme Plan**

Training name	<b>eCAB (e-Career Advancement Bootcamp)</b>
Mode of Delivery	Online/virtual engagement with a live facilitator (blended mode)
Program Duration	30 hours (over online platform)
Batch size	20-25 students
Course focus area	<i>Professional communication, Resume Writing, Workplace/WFH Etiquette, Leadership, Teamwork, Group Discussion, Interview Preparation</i>
Coordinator (appointed by the College)	As appointed by the college
Eligibility	<b>3<sup>rd</sup> year diploma students</b>
Trainers/Facilitators	In-house trainers/facilitators at Medha
Student Commitment Contribution	Rs 500 per student (contributed online)
Infrastructure requirement	Access to students for virtual training and a lecture hall or a classroom at the college for offline activities (as applicable)
Time Slot	1-2 hour per day per batch
Certification	75 percent attendance or above

  
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