

shall include, unless excluded by or repugnant to the context, mean the Executive Director, Medha Learning Foundation, and include his successor in office, legal representative, nominee and assignee as the **"Second Party"**.

WHEREAS

Medha is responsible for the implementation of Medha Career Center project in order to enhance the employability skills and improve employment outcomes of students at Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur.

1. GENERAL PROVISIONS

1.1 DEFINITIONS

- (a) **"University"** means Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur, Uttar Pradesh.
- (b) **"Project"** means Medha Career Center project implemented by Medha.
- (c) **"Center"** means the Career Center established and run by Medha on University campus to deliver the Programme to the students.
- (d) **"Programme"** means the employability and entrepreneurial development works/activities to be performed by the second party pursuant to this MoU for the abovementioned Project.

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 service 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. 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 Vice Chancellor, Deen Dayal Upadhyaya Gorakhpur University, or their designated representative.
- (b) On behalf of the second party, by the Executive Director, Medha Learning Foundation, or their 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 group of services may only be made by prior written agreement between the parties.
- 2.3 Deen Dayal Upadhyaya Gorakhpur University has introduced a Medha Career Center in the University as a way to enhance employability and entrepreneurial skills and improve the employment outcomes of the students enrolled in the University.
- 2.4 Medha will be implementing this programme for a period of three years from the date of signing this MoU, which might be extended, and the MoU may be renewed for another similar period, based on mutual agreement.
- 2.5 Medha also reserves the right to terminate the MoU under the any of the following conditions:
 - Grant Funds not available from the donor for implementation
 - Lack of coordination and support from the University
 - Force Majeure conditions

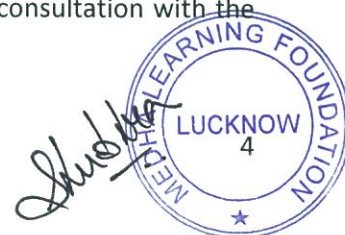
The involvement of Medha and the role of the University will be as per following.

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

- 3.1 The Programme under the Medha Career Center will be delivered exclusively to the students and/or alumni of the University.
- 3.2 The Programme shall run throughout the academic year for the students enrolled in various undergraduate programs in the university as part of such skilling in the following manner:
 - 3.2.1 Implementing Life Skills and Employability Skills programme.
 - 3.2.2 Activating a thriving alumni network.
 - 3.2.3 Improving industry exposure through expert talks, industry visits, workshops, and other initiatives.
 - 3.2.4 Providing necessary support at the incubation center, placement cell through access to experts and networks.



- 3.3 The cost incurred during executing the abovementioned workshops, training, educational tours and exposure visits (refer to 3.2.3) shall be borne by Medha, Student and University, as mutually agreed upon, as and when applicable.
- 3.4 Medha shall abide by all the terms and conditions mutually agreed upon with the university in the implementation of the different programme, counselling, and mentoring, etc.
- 3.5 The Career Center shall be staffed with personnel appointed by Medha, to manage the Programme at the Center. Medha shall provide other support to the Center from its head office/regional office, as and when required.
- 3.6 Admission to the Programme is entirely free for all the interested students of the University. No fixed fee/charges of any nature shall be levied at any stage of the Programme. However, after successful completion of the module, the students who wish, may "voluntarily" contribute to Medha Learning Foundation by online (mode) through "Pehel link" of the web-portal of Medha.
- 3.7 Medha shall abide by all the rules and regulations of the University in its functioning of Career Center at the University.
- 3.8 Medha shall furnish all relevant information, progress reports and impact evaluation reports corresponding to the project, to the University as and when required or demanded by the latter.
- 3.9 Medha shall work towards bringing different ecosystem networks to the campus which are in the benefit of the students.
4. ROLE & OBLIGATION OF THE FIRST PARTY IN SUPPORT OF PROGRAMME
- 4.1 The University shall provide access to the existing Career Center allocated for Medha, with access to electricity, wireless internet, student furniture and other basic amenities/facilities, as available at the University.
- 4.2 The University shall allow Medha to bring in, store, use and retain ownership of its own equipment, laptops, projector, and training materials into the room provided, as per the requirement of the Center. The ownership of such equipment, including the laptops brought by the Second Party, shall at all times remain with the Second Party.
- 4.3 The University shall allow Medha to communicate with the students both virtually or on campus about the Programmes and activities.
- 4.4 The University shall allow the Center to communicate with the students about the Programme implemented at the Center by means of signboards, notices, e-posters & banners, link on its official website, awareness events and workshops etc., organised from time to time either virtually or on the campus through the Center in consultation with the University.



- 4.5 The University shall allow and facilitate the students to avail the modules within the Programme implemented at the Center.
- 4.6 The University shall nominate a single point of contact (Coordinator) to facilitate and troubleshoot the Programme at the University.
- 4.7 The University shall allow bi-annual in-person meetings with the vice chancellor to share updates and reports.
- 4.8 The University shall ensure full support and cooperation to the Center staff in all aspects of the Center functioning to ensure effective delivery of the Services to the students.
- 4.9 The University shall provide No Objection Certificate (NOC)/ Internship Request Letter to the students availing internship opportunities to properly execute the tasks assigned to them during the internship period.
- 4.10 The University shall provide support in the events that may be organized by Medha in collaboration with the University.
- 4.11 The University shall provide separate time slots for interaction and provide training to the enrolled students by the Medha staff.

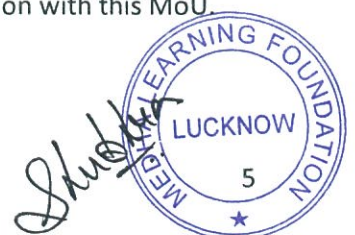
5. REPORTING OBLIGATION

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 & evaluate and report 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 a suitable committee at Deen Dayal Upadhyaya Gorakhpur 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 the part of either party to ensure delivery of timely services and facilitation as per the pre-approved plan as agreed upon in the MoU.
- b. In the event of a breach of any term or conditions of this agreement, either party shall have the right to terminate this agreement with prior notice.

Each of the persons signing below on behalf of any party hereby represents and warrants that s/he or it is signing with full and complete authority to bind the party on whose behalf of whom s/he or it is signing, to each and every term of this Agreement.

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 UNIVERSITY

REGISTRAR

DEEN DAYAL UPADHYAYA GORAKHPUR

UNIVERSITY, GORAKHPUR

UTTAR PRADESH

Registrar
D.D.U. Gorakhpur University
Gorakhpur- 273009

FOR AND ON BEHALF OF MEDHA

VP – CORE PROGRAMS

MEDHA LEARNING FOUNDATION

LUCKNOW

UTTAR PRADESH

Witness :

1.



(Name and Signatures)

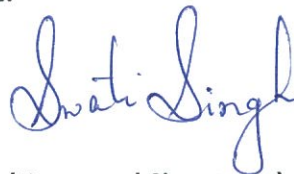
Prof. Alok Kumar Goyal

Coordinator, Career Counselling & Placement Cell

Deen Dayal Upadhyaya Gorakhpur University

Gorakhpur

1.



(Name and Signatures)

Swati Singh

Medha Learning Foundation

2.



(Name and Signatures)

Dr Surendra Kumar Gupta

Co-coordinator, Career Counselling & Placement

Cell

Deen Dayal Upadhyaya Gorakhpur University

Gorakhpur

2.



(Name and Signatures)

Shamim Husain

Medha Learning Foundation