

**MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN**

**DEEN DAYAL UPADHYAYA GORAKHPUR UNIVERSITY, GORAKHPUR**

**AND**

**MEDHA LEARNING FOUNDATION, LUCKNOW**

The MOU is made on the 30 of October month in the year 2024, at Gorakhpur, between, Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur, which is officially represented by the Registrar, Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur, 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.



- 1.4 Deen Dayal Upadhyaya Gorakhpur University, Gorakhpur has introduced the Career Center at University, as a way to enhance employability skills and improve the employment outcomes of the students enrolled in the University/ Affiliated Colleges.
- 1.5 This MOU shall be valid for the period of 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:

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

- 2.1 The Programme shall be delivered exclusively to the students of the University/ Affiliated Colleges through either of the two models available at Medha – online/virtual delivery and offline/on-campus delivery.
- 2.2 Medha shall provide training bootcamp (“Employability skills”), workplace exposure, internships 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) as Student Contribution per student per module for availing the Programme, as decided by University committee meeting on 17<sup>th</sup> October 2015. No other amount shall be charged to the students by Medha for above mentioned services.
- 2.4 Medha shall abide by all the terms and conditions mutually agreed upon with the university in the implementation of the Programme like Career Advancement Bootcamp (CAB), Technology Advancement Bootcamp (TAB), Life Skill Advancement Bootcamp (LAB), CAB Plus- Work From Home, Business Model Canvas (BMC), Industry Guided Project (IGP), e-counselling, Learning journey- Rubaru, and mentoring, etc.
- 2.5 Medha shall furnish all relevant information, progress report and documents corresponding to the project, to the university as and when required or demanded by the latter.

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

- 3.1 The First Party shall allow the Second Party to communicate the students both virtually or on campus about the Programme and activities.
- 3.2 The First Party shall allow the Second Party to use notices, e-posters & banners, registration and other related link on its official website, in addition to jointly conducting awareness workshops, certification events, either virtually or on-campus.





- 3.3 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.
- 3.4 The First Party shall allow cobranded (“University in collaboration with Medha”) certificates to be issued to students successfully completing the modules at the center.
- 3.5 The First Party shall provide access to necessary infrastructure on its campus, as and when needed, with access to electricity, classroom furniture, and other basic amenities/facilities, as per the requirements of the Programme. The same shall be applicable to “offline” activities within the Programme.
- 3.6 The First Party shall nominate a single point of contact to facilitate the Programme functioning and coordinate with the Second Party. The First Party will ensure “Quarterly meetings” with the signatory of the Second Party to assess and monitor the progress of the Programme.
- 3.7 The First Party shall facilitate Second Party to work with Affiliated Colleges through the same operating framework and collaboration model.
- 3.8 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.

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**



REGISTRAR  
DEEN DAYAL UPADHYAYA GORAKHPUR  
UNIVERSITY, GORAKHPUR  
UTTAR PRADESH

**Registrar**  
D.D.U. Gorakhpur University  
Gorakhpur

**FOR AND ON BEHALF OF SECOND PARTY**



EXECUTIVE DIRECTOR  
MEDHA LEARNING FOUNDATION  
LUCKNOW  
UTTAR PRADESH