

MEMORANDUM OF UNDERSTANDING (MOU)

This MOU is made and executed at Bhopal on this ____ day of June, 2019

BETWEEN

Barkatullah University, Bhopal formerly known as Bhopal University was established in 1970 in Bhopal the capital city of Madhya Pradesh. In 1988 it was rechristened as Barkatullah Vishwavidyalaya are presented by its Vice Chancellor, who has been duly authorized in this behalf which expression shall where the context so admits, be deemed to include its successors, executors and administrators, assigns and nominees, hereinafter referred to as the "First Party".

AND

CENTRE FOR ENTREPRENEURSHIP DEVELOPMENT, MADHYA PRADESH (CEDMAP), having its Head Office at 16-A, Arera Hills, Bhopal, (M.P.) represented by its Executive Director, who has been duly authorized in this behalf which expression shall where the context so admits, be deemed to include its successors, executors and administrators, assigns and nominees of the "SECOND PARTY".

Whereas Centre for Entrepreneurship Development Madhya Pradesh is widely Known as CEDMAP. CEDMAP is an autonomous, not-for-profit, registered Society, ISO 9001:2015 certified Organization, sponsored by Government of MP, co-sponsored by Central Financial Institutions and Lead Banks of the State. CEDMAP, comes under the administrative purview of Department of MSME, Govt. of Madhya Pradesh. Principal Secretary, Department of Micro, Small and Medium Enterprises (MSME) Govt. of Madhya Pradesh, is the Chairman of the Governing Body of CCEDMA, having its registered office at 16-A, Arera Hills, Bhopal-462011 Madhya Pradesh.

CEDMAP has been working for last 30 years across the states of MP and Chhattisgarh, in the domains of Entrepreneurship, Skill Training, Project Consulting, Livelihood Projects, Financial Inclusion and Publication. CEDMAP has Six Regional Offices & 68 District offices in Madhya Pradesh & CG. It is an approved Skill Training Partner of National Skill Development Corporation (popularly known as NSDC) and has MOUs with many Sector Skill Councils (SSCs). It is also a Nodal Training Institute (NTI) for the ACABC program managed by the National Institute of Agricultural Extension Management, known as MANAGE Hyderabad. It is also an affiliated Assessment Agency as per the SDI scheme of Govt. of India.

Whereas, **BARKATULLAH UNIVERSITY** and **CEDMAP** are keen to collaborate and desires to enter into an MOU for the same.

1. Objective:

The objective of the MOU is to

- A. To establish and run a Skill Training center in BARKATULLAH UNIVERSITY campus, for Skill Training/up skilling of Fresher/Skilled.
- B. To establish and operate Entrepreneurship Development Cells(EDC), which are being run under BARKATULLAH UNIVERSITY
- C. Design and conduct quality education courses and training programs related to Entrepreneurship to the Faculty/Student of BARKATULLAH UNIVERSITY in tune with the latest trends
- D. Carry out other events/activities for development of Skill &Entrepreneurship among Students/Faculty, which enhances their knowledge.
- E. Share the resources (Knowledge base, Infrastructure, Sphere of Network etc.) of both Organizations, to explore newer business avenues which are difficult to tap, while working alone.
- F. Utilize the faculty strengths of both Organizations to develop an academic environment, where respective faculties can enrich their domain knowledge.
- G. Submitting proposals, jointly to various Central/State Department for the said object using each other's competencies

- H. Participating jointly in research activity related to Entrepreneurship and develop reports/research papers
- I. Faculty Development Program.
- J. Placement Assistance of BARKATULLAH UNIVERSITY's Students.
- K. Assistance/Provide in Manpower requirement.
- L. Capacity building to BARKATULLAH UNIVERSITY's Employee.
- M. Establishment of Incubation center.
- N. Allow to provide industrial training to Barkatullah University students in MSME incubation/ startup centers.

2. Responsibilities:

- A. BARKATULLAH UNIVERSITY, Bhopal will provide sufficient space and all required tools & equipment and necessary infrastructure in their campus for skill Centre/Proposed above said activity, which fulfill the requirement.
- B. BARKATULLAH UNIVERSITY, Bhopal has to provide support in every aspect or which necessary to run/conduct Activity/Programme/Training by CEDMAP.
- C. CEDMAP act as an Implementing Agency on behalf of BARKATULLAH UNIVERSITY, Bhopal and make all efforts which required for the above said activity/programme.
- D. Where the fund is not available with BARKATULLAH UNIVERSITY, Bhopal for above said activity/programme CEDMAP will make all possible efforts by submitting proposal jointly for raising funds for the above said activity/programme.

Conducting Joint Programs

- a) Both parties to identify the domains, in which the joint course/training programs can be conducted
- b) Selection of trainee candidates will be made by both the organizations (BARKATULLAH UNIVERSITY & CEDMAP) with mutual efforts/consent
- c) Awarding Certificate to successful candidates by BARKATULLAH UNIVERSITY and CEDMAP jointly

- d) Financial implication related to any joint program in future will be decided mutually on case to case basis before starting the program

3. Authorized Representatives:

The Vice Chancellor of the First Party (**BARKATULLAH UNIVERSITY**) or his authorized nominee shall be the authorized representative on behalf of **BARKATULLAH UNIVERSITY**

The Executive Director of Second Party (CEDMAP) or his authorized nominee shall be the authorized representative on behalf of CEDMAP.

4. Financial Terms

Financial implication for the future project/training will be decided whenever need arises, mutually on case-to-case basis before starting the project/program. Either party does not constitute right to sign any financial document on behalf of other party which constitute financial obligation to the other party and such act will be null and void. Whenever a project/program is awarded due to the joint program of both the parties, the revenue sharing will be decided mutually.

5. General Terms

Both parties will be free to sign MOU with any other parties in India or Overseas for similar work at their own discretion.

6. Confidentiality

In the course of fulfilling the mutual responsibilities under this MOU by both the parties, there shall be sharing of information of confidential nature between them. Both the parties hereby agree and undertake to maintain such information relating to methods, trade secrets, ideas, products, services, process, techniques and other proprietary information in strict confidence and violation thereof by either party shall attract penal action, as per the Law in existence.

7. Force Majeure

Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as, but not limited to, acts of God, earthquake, strike, lockouts, epidemics, riots, civil commotion, etc. Provided on the occurrence and cessation of any such event, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure condition continues beyond six months, the parties shall then mutually decide about the future course of action.

8. Effective date, duration, termination of the MOU

- A. The MOU shall be effective from the date of signing and shall remain in force for 5 years.
- B. The MOU shall terminate on the expiry of the period, as in previous clause, unless extended by both parties with mutual consent.
- C. During the tenure of the MOU, parties hereto can terminate the MOU either for breach of any of the terms and conditions of this MOU or otherwise by giving 3 months' notice in writing to the defaulting party. Failure of either party to terminate the MOU on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this MOU.
- D. In the event of termination of the MOU vide previous clause, the rights and obligations of the parties, thereto shall be settled by mutual discussion.
- E. Either of the First and/or Second Party may terminate this Memorandum of Undertaking upon serving a 3-month notice, in writing, citing the reasons for such termination. However, in the event of such termination, the training programs and other activities already in-hand and scheduled to be completed beyond such termination period, shall continue to be performed till their completion and responsibility/liability of both parties remains equal.

9. Notices

All notices and other communications required to be served to either party under the terms of this MOU shall be considered to be duly served, if the same shall have been delivered to, left with or posted by registered mail to any of the two parties at its last known address of business.

10. Amendments to the MOU

No amendment or modification of this MOU shall be valid, unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this MOU. The modifications/changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

11. Assignment of MOU

The rights and/or liabilities arising to any party to this MOU shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

12. Arbitration

Any dispute arising out of this MOU, the same shall be referred to the arbitration of 3 (three) arbitrators, one to be appointed by each party to the dispute, and the third and presiding arbitrator shall be nominated by the said two arbitrators before entering into any reference. The decision of the majority of arbitrators shall be final and binding on both parties. The venue of arbitration shall be at Bhopal and the arbitration proceedings shall take place under the provisions of Indian Arbitration and Conciliation Act, 1996.

13. Jurisdiction

Any dispute(s) arising out of interpretation of respective obligations and other clauses of this MOU shall first be resolved amicably between the authorized representatives of both the parties, failing which the matter shall be referred to Arbitration, as per applicable Arbitration Act. However, the Bhopal Courts shall have the jurisdiction to entertain, try and decide the dispute between the parties.

In witness hereof, the parties have signed this Memorandum of Understanding on the day, month and year first written hereinabove, in the presence of following witnesses.

BARKATULLAH UNIVERSITY, BHOPAL

Centre for Entrepreneurship
Development Madhya Pradesh,
(CEDMAP)



(Prof. R.J. Rao)
Vice Chancellor



(Navniit Siingh Chatwal)
Executive Director

VICE CHANCELLOR
Barkatullah University
Bhopal



WITNESSES:

1.

Signature



Name:

Ajit Shrivastava

Address:

Registrar. B.U. AMR

2.

Signature



Name:

Ravikant Mishra
Head

Address:

Proposal & Skill Dev.
CEDMAP