

34

MEMORANDUM OF UNDERSTANDING

National Education Foundation

and

Visvesvaraya Technological University

This MEMORANDUM OF UNDERSTANDING is entered into on this 7th day of August, 2015 by and between:

National Education Foundation (NEF) a nonprofit leader head quartered at Washington DC, 1350 Beverly Road, Suit 219, McLean, VA 22101 one of the largest organisation in the World engaged in bridging the employability, digital and academic divides by providing high quality affordable 21st century online education with total solution model with blended learning in education and technology and awarding certificate through State University of New York for each of the successful students.

AND Visvesvaraya Technological University, Jnana Sangama, Belagavi-590018 an University imparting education in Engineering and Management at their departments and affiliated colleges in Karnataka (hereinafter referred to as VTU for brevity's sake, which term shall mean and include its successors, assigns etc.) and represented by its Registrar.

WHEREAS NEF is an established educational and skill development organization with the objective of establishing management institutions, colleges, centers for management studies and research and to achieve this objective it may become an affiliate of an University/ Foundation and conduct such programs of the Universities so affiliated to.

1. IT Skills
2. Office Productivity and IT skills
3. Program on Enterprise and Soft Skills
4. Digital Literacy
5. Setting up of Stem +
6. Setting up of NEF – VTU Skill Development Center.


REGISTRAR
Visvesvaraya Technological University,
BELAGAVI - 590 018.

WHEREAS Visvesvaraya Technological University is an University imparting education in Engineering and Management at their departments and affiliated colleges in India and with a mission to impart quality education, training, skill enhancement, global exposure to the students, faculty and Alumni.

01 OBJECTIVE

WHEREAS NEF is desirous of extending the above programs to the members of the above cited 3 & 6, so that the participants of the above programs get an opportunity to acquire the above specialized skills which gives them professional advantage, and edge over others, by two Organizations mutually collaborating with each other to achieve the aforesaid desired goal. Accordingly, all the above parties have, after discussion, agreed to reduce the understanding arrived at between them into writing to make the objective of this association achievable, successful, and beneficial to the participants in specific, and to the society at large.

The essence of this Memorandum of Understanding between NEF and VTU shall be integrity, ethical practices, and scrupulous adherence to the laws of the land and above all mutual trust and respect for each other.

02 NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES:-

In consideration of the mutual benefits accruing to parties from the association, it is agreed to adhere to the regulations as specifically detailed in the annexure 'H' describing the roles and responsibilities, commercial terms between the parties agreed here upon.

02A Setting up of NEF-VTU Skill Development Center at VTU, Belagavi

03 TERM

This MEMORANDUM OF UNDERSTANDING shall be in force for a period of three (3) years commencing from the date on which these presents are executed by all the parties. The same can be extended for a further period by mutual agreement by exchange of letter

04 TERMINATION

The MOU can be terminated on the happening of any of the following events:

The parties mutually agreeing that it shall be terminated for failure of the objective.

That there is non-compliance of the obligations by one of the parties and the same is not cured within 90 day notice by the non-defaulting party to rectify the same.

By any statutory disability to continue the association.

05 CONFIDENTIALITY

Both the Parties shall keep confidential all knowledge, information they acquire during their association. Such communication, information that is desired by the party sending the information to be kept confidential, shall inform the confidential nature of such information to the receiving party. Confidential information includes, without limiting the generality of the foregoing, information relating to intellectual property of NEF University like, courses offered, design of the courses, particulars of the faculty members, contents of the tutorials, webcasts, and pod-casts, details regarding the fee payable, scholarships, faculty details and/ or such other information to which the Institute may have access in the course of the association and terms of agreement which forms as part of this agreement through Annexure.

06 COMPLIANCE WITH LAWS

All the parties shall carry out their respective obligations under this MoU in strict compliance with all relevant laws.

07 NOTICES

Any notice, approval, advice, report or any other communication required to be given under this MOU shall be in writing and may be given by delivering the same, by sending the same by prepaid registered mail or email to the notified address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery or upon actual receipt (if given by email) or fifteen (15) clear days after Posting

08 DISPUTE RESOLUTION

In case of any dispute arising as regards the interpretations of the provisions of this MOU, both the parties shall resolve the same by mutual consultations. In the event of failure at conciliation, the matter may be referred to arbitration. The Chairman NEF and Head of the Institution in consultation are authorized to appoint an Arbitrator to resolve the dispute. The decision of the Arbitrator shall be final and binding on both the parties. However, the spirit of this MoU is to ensure that there shall be no such occasion for dispute and resolution of the same.

09 DISCLAIMER OF LIABILITY


REGISTRAR
Visvesvaraya Technological University,
BELAGAVI - 590 018.

In no event will either party be liable to the other or any person or entity for loss due to the acts of the other party in pursuance to this MoU on any account whatsoever for deficiency in service or any acts of the defaulting party, nor for any special, consequential or incidental damages, under any cause of action, whether for breach of contract, tort (including negligence) or otherwise.

IN WITNESS WHEREOF the parties above named have signed this Document on the day, month and year written above.

FOR National Education Foundation - Prof. M. B. Gururaj

Vice President, NEF

FOR Visvesvaraya Technological University – Prof. K. E. Prakash

Registrar, VTU
Visvesvaraya Technological University
BELAGAVI.

Witness 1

(C. Nataraju)

S.O., V.TU, Belagavi.

Witness 2

(M. V. Rayappa)

S.O., V.TU, Belagavi