

**MEMORANDUM OF UNDERSTANDING**

AMONG

**UNIVERSITY OF DELHI**

Delhi - 110007

AND

**SCHOOL OF OPEN LEARNING**

**(Part of Campus of Open Learning)**

5 Cavalry Lines, University of Delhi,  
Delhi - 110007

AND

**Bhaorao Deoras Sewa Nyas**

C - 91, Nirala Nagar, Lucknow - 226020 (U.P)

AND

**Shivaji College, University of Delhi**

Raja Garden, Ring Road, New Delhi - 110027



**THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MoU") is made and executed on 07<sup>th</sup> February, 2023 at Delhi.**

**By and among**

UNIVERSITY OF DELHI, Established in 1922 as a unitary, teaching and residential University incorporated under The Delhi University Act, 1922 as amended from time to time comprising of 16 faculties, 86 departments and 91 colleges (herein after referred to as "UNIVERSITY OF DELHI", which expression shall, unless it be repugnant to or inconsistent with subject or context thereof, include and be deemed to include their heirs, executors, successors or administrators and permitted assigns), represented by its Registrar, Dr. Vikas Gupta.

**Party of the First PART**

AND

The School of Open Learning (Herein after referred to as SOL) a part of the Campus of Open Learning formerly known as the School of Correspondence Courses and Continuing Education, established under the University of Delhi in 1962, is a pioneer Institution in the field of Distance Education in India, represented by its Chairperson, School of Open Learning, Prof. Payal Mago.

**Party of the Second PART**

AND

Bhaorao Deoras Seva Nyas is a Non-Profit Charitable Trust (under Section 12AA) registered in 1993 having its registered office at C-91, Nirala Nagar, Lucknow, Uttar Pradesh - 226020 (hereinafter referred to as "BDSN", which expression shall, unless it be repugnant to or inconsistent with subject or context thereof, include and be deemed to include their heirs, executors, successors or administrators and permitted assigns) represented by its General Secretary, Shri Rahul Singh.

**Party of the Third PART**

AND

Shivaji College is a constituent college of the University of Delhi and located at Raja Garden, Ring Road, New Delhi, India (herein after referred to as "Respective college, Delhi", which expression shall, unless it be repugnant to or inconsistent with subject or context thereof, include and be deemed to include their heirs, executors, successors or administrators and permitted assigns) represented by its Principal, Prof. Virender Bhardwaj

## **Party of the Fourth PART**

**Hereinafter collectively referred to as the "Parties" or individually as the "Party"**

AND WHEREAS, all parties have agreed for collaboration to work together in the area of Skill Development, Employment and Entrepreneurship Development for the benefit of students of the University of Delhi & its colleges on the following terms and conditions:

### **1. UNIVERSITY OF DELHI**

- 1.1 The party of the first part is offering various undergraduate and postgraduate degree programmes in its colleges and departments.

### **2. SCHOOL OF OPEN LEARNING**

- 2.1 The party of the second part offers several courses / programmes through open and distance learning mode to lakhs of students making education accessible.

### **3. BHAORAO DEORAS SEWA NYAS**

- 3.1 The party of the third part BDSN through its project SAMARTH BHARAT is engaged in expanding skill development efforts in India by creating an end-to-end, outcome-focused implementation framework, which aligns the demands of the employers for a well-trained, skilled workforce with the aspirations of Indian citizens for sustainable livelihoods.
- 3.2 SAMARTH BHARAT also endeavours to nurture the entrepreneurs virtually and physically from the ideation till establishing of business Enterprise by providing single window support to the First Generation entrepreneurs or Educated Youth by a step-by-step roadmap for establishing a business enterprise or becoming an industry ready person.
- 3.3 SAMARTH BHARAT works for enhancing youth behavioural & professional competencies to make them industry ready through various interventions like regular live workshops, seminars, industrial documentaries, skilling, professional & experts episodes on the portal.
- 3.4 SAMARTH BHARAT provides end-to-end implementation framework for skill development, which provides opportunities for life-long learning and for quality long/short-term skill training that meets the aspirations of trainees as well as outcome focused training that aligns to employer/industry demand and workforce productivity with trainees' for sustainable livelihoods.



3.5 SAMARTH BHARAT focuses to build capacity for skill development in organized and un-organized sectors and provide pathways for re-skilling/up-skilling in pre-identified sectors, to enable them to transit into formal sector employment through a developed network of quality instructors thereby we will establish this ecosystem through high-quality teacher training institutions and leveraging existing public infrastructure and industry facilities.

4. The party of the fourth part is a constituent college of the University of Delhi offering various undergraduate and postgraduate degree programmes.

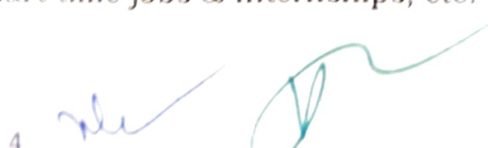
## **5. SCOPE OF THE MOU**

This MOU is only to facilitate collaboration to work together in the area of Career Counselling, Skill Development, Employment, Entrepreneurship Development, Start-up support and Mentorship Program for the benefit of students of UNIVERSITY OF DELHI, Delhi without any financial implications from either of the parties.

## **6. ROLE AND RESPONSIBILITIES**

6.1 All parties will work together to create a career development framework and implement it through a Career Development Centre based in the premises of the FOURTH PART, Respective college

6.2 All parties shall appoint respective Single point of contact (SPOC) that will work together to identify/develop and implement various career development offers including but not limited to

- a) Inspiring students to take self-development as a lifelong habit. The same shall be achieved through creation of Career Development Community, Career Support Helpline, University of Delhi, SOL, Samarth Bharat & Shivaji College Website, Support Groups, etc.
  - b) Implement career counselling framework to identify competency, interest and prospective career paths including exposure to various career options with guidance to choose the right career path & skilling/educational requirements.
  - c) Creating college based or external training infrastructure (E-Learning/Classroom/Internships) for various trainings like - Employability Skills & Workplaces issues, Finance Management & Investing, Competency Development, Vocational Skills, etc.
  - d) Organise various job placement opportunities including - Domestic & Global Work Opportunities (Technical Intern Training Program, Etc.), Earn while u learn - part time jobs & Internships, etc.
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- e) Organise various interventions for Entrepreneurship Development Program including exposure to industrial sector wise business opportunities, training in industry, business start training including guidance on how to organise finance for projects, etc.
  - f) Create a Start-up support ecosystem in colleges with guidance for Idea and Start-up Launch, Incubation Centre Connect, Pitch development, Investor Tie-ups, etc.
  - g) Launch peer to peer mentorship program through various mediations like Entrepreneur Talks, Young Achievers Success Stories, Industry & Alumni Connect, etc.
- 6.3 As and when required, SAMARTH BHARAT shall provide its extensive network to support above mentioned initiatives like connecting with other educational, training institutions, business and industrial bodies, content development, experts network and services.

## **7. ALL PARTIES**

- 7.1 Draw the attention of the top management in case of any interface or operational problems.
- 7.2 Will complete the project activities within the agreed time frames of the projects/programs that are initiated and developed.
- 7.3 Will work towards obtaining necessary ethical, legal, financial, administrative, and other required approvals / permissions / acceptance / sanctions etc., required for joint activities at respective institution as well as from regulatory authority.
- 7.4 Shall ensure that all activities are conducted while meeting the highest standards of safety and regulations as per prevailing.
- 7.5 Shall ensure that all the data/information provided by any of the Parties should be used only for the purpose explicitly stated in the specific projects or which ethical/legal clearances are granted by the UNIVERSITY OF DELHI.
- 7.6 All the knowledge that is generated as a result of joint projects/activities shall be shared by all the parties.
- 7.7 All attempts will be made to ensure that developments and projects are accomplished to a very high degree of quality, with efficiency of time. All parties shall especially ensure that each party shall complete its tasks correctly in time where work of other party is dependent upon timely and correct completion of its work.



- 7.8 Not use / sell / license / rent technologies / resources / material / solutions of either parties to/for any third party without prior written mutual consent of the other party.
- 7.9 Undertake Projects in various areas of mutual interest on mutually agreed terms reduced into writing and signed by all the parties.
- 7.10 Ensure the safety of the personnel and material whenever placed at all ends by the all the parties.

## **8. CONFIDENTIALITY, COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS**

- 8.1 Existing IP as on date of execution of this MoU shall be exclusively owned by respective parties to which the IP belongs.
- 8.2 All the parties shall be ensured that all the data/information provided by either party will be used in accordance with the regulations and guidelines on human ethics and privacy of personal data law and also strictly in accordance with the Indian Intellectual Property Laws and Rules.
- 8.3 The intellectual property (including but not limited to inventions, ideas, innovations know-how / process / design / technique / copyright/patent etc.) generated / created / designed / developed in relation to or arising out of or incidental to any projects initiated under this MoU shall be owned jointly by all the parties.
- 8.4 All the parties agree to hold in confidence all data/information designated by either party as being confidential which is obtained from either party or created during the operation of this MoU and shall not be disclosed to any outsider without written consent of all parties.
- 8.5 For any intellectual property arising during the operation of this MoU, respective Participating Institutions intend to ensure adequate and effective protection of the same in order to maintain its uniqueness and shall never be shared with any outsider.

## **9. REVENUE SHARING**

- 9.1 Bhaorao Deoras Seva Nyas through its project SAMARTH BHARAT provides a facilitating platform for skill development, jobs and business start-up to the needy people without charging any fees.
- 9.2 UNIVERSITY OF DELHI, SOL & Respective College shall provide resources required to support their students like training

infrastructure, remuneration directly to trainers, staff for management of Career Development Centre, etc.

## **10. COMMENCEMENT AND DURATION**

10.1 This MoU shall be effective from the date of signature by the Heads of all the parties and/or their nominees. This MoU will be valid for 05 Years (Five Years) from the date of its commencement.

## **11. TERMINATION**

11.1 This Memorandum of Understanding can be terminated at any time by any part with or without assigning any reason, by giving six month's written notice to all the other parties.

11.2 Upon termination of this MoU, each party shall return to the other such material, documents etc. belonging to the other parties lying in its possession.

## **12. SEVERABILITY**

12.1 If any party of this MoU is found by a court of competent jurisdiction or other Competent Authority invalid, unlawful, or unenforceable, then such part will be severed from the remainder of this MoU which will continue to be valid and enforceable to the fullest extent permitted by any law.

## **13. FORCE MAJEURE**

13.1 Neither party shall be liable to the other party for any delay or failure on their part in performing any of their obligation under this MoU, resulting from any cause beyond their control, but not limited to strike/lock-outs, fires, floods, earthquake, explosions, war, enemy action, or political changes, natural disaster or military hostilities and strike of employees, the act or omission of any third party for whom the parties are not responsible.

13.2 Each of the parties agrees to give notice immediately to the other party upon becoming aware of an event of force majeure and such notice should contain details of the circumstances giving rise to it.

13.3 If a default due to force majeure continues for more than 6 weeks then the party not in default shall be entitled to terminate this agreement.

13.4 Neither party shall have any liability to the other in respect of the termination of this agreement as a result of force majeure.

#### **14. LIMITATION OF LIABILITY:**

14.1 In no event any of the parties be liable to the other party for any incidental, consequential, special and exemplary or direct or indirect damages, or for any lost profits, lost revenues, or loss business arising out of the subject matter of this MoU, regardless of the cause of action, even if the party has been advised of the likelihood of damages if the same is without intention and beyond reasonable control

#### **15. GOVERNING LAW & JURISDICTION**

15.1 All disputes regarding this MoU shall be under the jurisdiction of the Civil Courts of Delhi only.

15.2 This MoU shall be governed and interpreted in accordance with the established Law. Court of New Delhi shall have exclusively jurisdiction to try, entertain, and decide the matters, which are not covered under the Civil Courts.

#### **16. COMMUNICATION**

16.1 Each party shall nominate its Nodal Person who shall be the single point of authority for the purpose of implementation of this MoU.

16.2 Each Party is free to change or reappoint such contact point on its behalf with a notice to the other Party.

16.3 Each party may change nodal contacts/address by written notice in accordance with this paragraph.

#### **17. NOTICES**

17.1 Any Notice, request, demand, approval, consent or other communications provided or permitted hereunder shall be in writing in Hindi/English Language and given by personal delivery or sent by registered post or by fax/email addressed to the above nodal contacts.

17.2 Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of four (4) days after mailing.

17.3 Post-mailed notices will be deemed communicated as of seven (7) days after mailing.



## 18. MODIFICATION

18.1 No modification to this MoU, will be effective unless agreed to in writing by all the parties and duly signed by the authorised signatories of the Parties.

## 19. HEADING

19.1 The headings shall not limit, alter or affect the meaning of the Clauses headed by them and are solely for the purpose of easy reference.


## 20. NON-WAIVER


20.1 The failure or neglect by any of the Parties to enforce any of terms of this MOU shall not be construed as waiver of its rights preventing subsequent enforcement of such provisions or recovery of damages for breach thereof.


## 21. SIGNED IN DUPLICATE

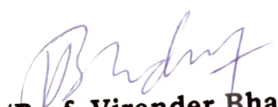
21.1 This MoU is executed in quadruple with each copy being an official version of the agreement and having equal legal validity and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications relating thereto. Both copies together will constitute binding contract.

**IN WITNESS WHEREOF, THE DULY AUTHORIZED REPRESENTATIVES  
OF THE PARTIES SIGNED THIS MEMORANDUM OF UNDERSTANDING  
AT THE PLACE AND ON THE DAY WRITTEN BELOW**

  
(Dr. Vikas Gupta)  
Registrar  
University of Delhi

  
(Prof. Payal Mago)  
Chairperson  
School of Open Learning

  
(Shri Rahul Singh)  
General Secretary  
SAMARTH BHARAT - BDSN

  
(Prof. Virender Bhardwaj)  
Principal  
Shivaji College  
(University of Delhi)