# MEMORANDUM OF UNDERSTANDING

**BETWEEN**

**Dr. Babasaheb Ambedkar Open University**
**Ahmedabad**

**&**

**Kaushalya-Skill University,Gujarat**

# MEMORANDUM OF UNDERSTANDING (MoU)

## BETWEEN

## DR. BABASAHEB AMBEDKAR OPEN UNIVERSITY, AHMEDABAD, GUJARAT

## AND

## KAUSHALYA-SKILL UNIVERSITY, GUJARAT

**1. Parties**

DR. BABASAHEB AMBEDKAR OPEN UNIVERSITY, Ahmedabad, Gujarat, established by Government of Gujarat, through Prof. Ami Upadhyay, Vice-Chancellor (hereinafter referred to as BAOU) on the First Part,

and

KAUSHALYA - SKILL UNIVERSITY, GUJARAT, under the Labour, Skill Development and Employment Department, Government of Gujarat, through Smt. Anju Sharma, IAS, Principal Secretary: Labour, Skill Development and Employment Department (hereinafter referred to as KSU) on the Second Part.

**2. Purpose**

2.1. The broad objective of this MoU is academic collaboration between both the parties.

2.2. The specific purpose of this MoU is that BAOU will provide recognition to the credits earned from KSU in respective courses programmes according to Credit Transfer/Framework norms.

2.3. The parties do not intend to be legally bound to each other, and this MoU does not impose legal obligations on either party.

**3. Nodal Officers**

Each party to this MoU will appoint one person to act as a Nodal Officer in the execution of this MoU

**4. Duration of MoU**

4.1. This MoU will be effective upon signature by each party representative for a period of five years, at which time it will be reviewed for possible renewal for another five-year period.

4.2. The agreement can be terminated by each party by submitting a written application along with explanation which will terminate both parties' commitments to future but not to existing stakeholders. Upon termination or expiry of agreement both parties should continue to deliver services to existing activities to its completion.

. **Terms of MoU**

5.1. All activities conducted under this MoU will be in accordance with all applicable rules and regulations of both the parties and all applicable central, state and local laws, rules and regulations. If there is any dispute it will be resolved mutually, failing which the matter should be referred to arbitrator who shall be appointed with consent of both the parties. This MoU Shall be governed by and construed in accordance with the laws of MoU between BAOU & KSU. All disputes arising out of or related to this MOU, including without limitation all matters connected with its performance, will be governed by, and construed and interpreted under the laws of India, without reference to conflict of laws principles. All disputes and differences arising out of or in connection with this MoU shall be the first instance referred to arbitration by three (3) arbitrators, jointly appointed by Parties. The decision and award determined by such arbitration will be final and binding upon the Parties. The arbitration will conducted in accordance with the Arbitration and Conciliation Act, 1996, as may be in force time to time. The arbitration proceeding will be conducted in English or Gujarati and the seat of arbitration will be Ahmedabad.

5.2. Any amendments to this agreement shall be agreed upon by both parties and ratified by the Board of Management of BAOU and KSU

5.3. For matter/s involving/relating to Finances, BAOU will take the prior approval from Academic Planning Board of BAOU and Board of Management of BAOU & KSU

5.4. Both parties shall hold two original copies of this MoU.

**Signature of both Parties:**

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**Date:**

**Smt. Anju Sharma, IAS**
**Director General,**
**Kaushalya- The Skill University**
**Gujarat**

.....
**Date:**

**Prof. Ami Upadhyay**
**Vice-Chancellor**
**Dr. Babasaheb Ambedkar University,**
**Gujarat**