Memorandum of Understanding

Between

Dr. Babasaheb Ambedkar Open University (BAOU)
(Ahmedabad, Gujarat, India)

And

WAGH BAKRI FOUNDATION

This Memorandum of Understanding is signed between the parties on this day___ of _____, 2022, However, effective from 18/02/2022 at Ahmedabad between

Dr. Babasheb Ambedkar Open University, an university established under the Government of Gujarat in 1994 and recognized by the University Grant Commission (UGC) presently located at "Jyotirmay" Parisar, Sarkhej-Gandhinagar Highway, Chharodi, Ahmedabad-382481, Gujarat (Hereinafter referred to as '**BAOU**'), which expression shall, unless excluded by or repugnant to the context, be deemed to includes its permitted legal assigns, represented by the Registrar (I/c), Dr. Bhavin Trivedi, acting under the Charter of **One part;**

AND

Wagh Bakri Foundation is a public charitable trust, registered with Charity Commissioner Office, Ahmedabad under Gujarat Public Trust Act, 1950, bearing registration no. E/22779/Ahmedabad dated: 18/12/2019 and having its registered office at Wagh Bakri House, Opp. Parimal Garden, Ambawadi, Ahmedabad - 380 006, Gujarat, (Hereinafter referred to as "**Foundation**"), which expression shall, unless excluded by or repugnant to the context, be deemed to includes its permitted legal assigns, represented by its Trustee, Shri Paras Desai of the **Other part**.

WHEREAS the BAOU and the Foundation individually referred to as the Party and collectively referred to as the Parties.

AND WHEREAS the Parties agreed upon the following terms and conditions of this MOU.

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1. Purpose and Objective

The purpose and objective of this MOU is for following:

a) To have affiliation with BAOU for the purpose of providing skill training and contribute towards nation building.
b) To promote skill development and employment/self-employment opportunities for the people.

2. Strategic areas of Co-operation

The Parties shall determine the following main areas of co-operation as well as other areas as may be mutually agreed in writing from time to time: -

2.1 to introduce, run and certify various skill development courses, professional training and employment/self -employment oriented skill development courses.

2.2 to have affiliation with BAOU for conducting skill training.

2.3 admission, examination of trainees and issue of Training Completion Certificate (having name/logo of Foundation and BAOU) to successful candidates.

2.4 to have qualified, trained, and experienced human resources to monitor skill development program offered by/run with Dr. Babasaheb Ambedkar Open University (BAOU).

2.5 to prepare detailed monitoring report and share the same with each other on timely basis.

2.6 To arrange Conferences/Seminars/Workshops on various topics which can help the trainees while pursuing as well as post completion of their skill training course. The Foundation shall request concerned Employment Exchange to share the relevant job opening with the Foundation as well as with the candidates and shall also put its endeavor for placement of candidates. Further, support for participation in employment/self-employment camps organized by employment exchange(s) or other industry bodies shall also be provided.

2.7 To contact employers, informing them regarding the availability of trained skilled people, which they may employ in their organization, if they fulfill the required criteria for employment.

3. Mechanisms to implement this MOU

3.1 Representatives from each partner shall meet at least once in 3 months with a view to discuss and plan activities to be organized for Skill Development Courses.

3.2 To implement this MOU, the Parties shall develop and jointly approve a plan of joint activities in the above strategic areas of co-operation.

3.3 As and when need arises, any of the Party may propose the addition in the above strategic areas of co-operation which shall be on mutually agreed basis.

3.4 After consideration of proposal for each of the above strategic areas of co-operation, the Parties shall mutually approve plans for joint activities and the same will be reduced into writing with all scope of work, milestones, commercials, if any, as an Addendum to this MOU.

3.5 The Parties to this MOU, may further execute additional MOU/contracts between each other as well as with the third party (if any), for the purpose and objectives of this MOU and matters related to it.

3.6 This initial MoU does not imply any financial or legal liabilities on any of the parties to this MOU.

4. Term of the MOU

4.1 The present MOU shall come in to effect and enters into legal force from the date of its signing and shall remain valid for a period of three (3) years thereafter. In the event, if neither of the parties to this MOU is willing to terminate this MOU in writing not later than 6 months before the expiration of this MOU, this MOU shall stand extended for the same period, from time to time.

4.2 This MOU can be terminated by either of the Parties in writing by giving a 1 (One) month prior written notice with a valid reason to the other Party.

4.3 In the event of a decision to terminate this MOU, its provisions shall remain in legal force and binding upon the Parties with respect to the current/ongoing projects and programs until its full completion under this MOU including obligation to maintain the confidentiality and non-disclosure of terms of this MOU by both the parties.

5. General provisions

5.1 This MOU is not exclusive and shall not restrict the Parties to execute or enter into similar or any other agreement or MOU or contracts with the third party/parties.

5.2 This MOU is executed in duplicate, in English, and for each Party, each of which shall be deemed to be and constitute as an original and will of equal legal force.

5.3 Any changes and/or additions under the term and conditions of this MOU shall be made in writing as an amendment to this MOU.

5.4 It is clearly understood by both the parties to this MOU that there will be no financial obligation on the BAOU nor there is any expectation of financial assistance from BAOU by the Foundation.

5.5 BAOU shall support to fulfill compliance obligation of the Foundation, under applicable laws, pertaining to Skill Training Course.

6 Force Majeure

If the performance of this MOU by either party is delayed, hindered or prevented or is otherwise frustrated by reason of Force Majeure, the parties to the MOU shall mutually discuss and decide the necessary course of action in such force majeure situation.

7. Disclaimer

It is clearly understood by both the parties to this MOU that affiliation with BAOU does not guarantee the job prospects and/or placements to the candidates. However, the courses which are affiliated with recognized university like BAOU does add the credibility to the course and the institution carrying it out and helps in getting job opportunities.

8. Governing Law and Jurisdiction

In the event of any difference of opinion or dispute between the parties with regard to the interpretation and implementation of the provisions of this MOU, the same shall be resolved amicably by both the parties in good faith through mutual discussions and if not resolved within a period of 45 days of receipt of such notice of dispute or difference of opinion, then it may be referred to Sole Arbitrator, who shall be appointed jointly by both

the parties to this MOU. The cost of Arbitration shall be borne and shared by both the parties equally. Place of Arbitration shall be Ahmedabad and language shall be English. The Arbitration would be governed by the Arbitration and Conciliation Act, 1996. This MOU shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts at Ahmedabad only.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their hands and seal the day and year first hereinabove written.

Dr. Babasaheb Ambedkar Open University (BAOU) **Dr. Bhavin Trivedi** **Registrar** **Witness** **Name**	**Wagh Bakri Foundation** For. Ajay **Mr Paras Desai** **Trustee** Mr. Ajay Ciciliya **Witness** **Name** Dr Lata Brahmbhatt