



MEMORANDUM OF UNDERSTANDING BETWEEN

COMMISSIONERATE OF COLLEGIATE EDUCATION -
TELANGANA (CCETS)

AND

INDIA MATTERS FOUNDATION

This Memorandum of understanding (herein after referred to as "MoU") is entered into by and between

Commissionerate of Collegiate Education, Hyderabad having its registered office at 3rd floor, Vidya Bhavan, opposite Latha Talkies, Nampally, Hyderabad-500001 and herein after unless the context otherwise requires be referred to as "CCETS"

As FIRST PARTY

And

India Matters Foundation, an apolitical, autonomous, registered Public Charitable Trust and non-profit organisation established under the Trust Act and yet to obtain the registration under section 12AA of Income tax Act (Under Process). It is represented by its Managing Trustee Mr. Vijay Kumar Nair having their office at E1, 80 Nungambakkam high road, Chennai-600034, Tamil Nadu and herein after unless the context otherwise requires be referred to as "IMF"

As SECOND PARTY

(Both Parties are hereinafter jointly referred to as "Parties" and individually as a "Party")

Introduction

- A. Whereas CCETS is a non-profit organisation created by the Government of Telangana to promote education, giving special attention to backward and rural areas. It aims to strengthen education at under graduation level especially for underprivileged sections of the society.
- B. India Matters Foundation is an autonomous public charitable trust and non-profit organisation working with an objective of youth development through its charitable activities.
- C. Whereas IMF in furtherance of its objective, engages in establishing "Global Education and Careers Forum" a leading professional consortium. The consortium comprises of Government agencies, NGOs, and Educators in India & abroad who share the common vision of empowering youth with globally demanded skills, knowledge and experiences to be successful in the 21st century's Global Market Place. The consortium works to facilitate exchange of views, knowledge and skills between educators from different countries.

D. Whereas Commissionerate of Collegiate Education, in the State of Telangana is desirous of engaging in career guidance, overseas education counselling services and employability skill enhancement initiatives, for the students pursuing under graduation in Government Degree Colleges in the state.

E. The parties share the common interest of engaging in career guidance, overseas education counselling services and employability skills building programs for the students pursuing under graduation in Government Degree Colleges in Telangana.

IMF and CCETS desire to enter into this Memorandum setting out the terms and conditions under which the purpose and scope of this MoU will be achieved.

Article 1 **Effective Date**

The parties hereby agree that the effective date of this MoU shall be the date on which it is signed. The Preamble to this agreement constitutes an integral part thereof.

Article 2 **Purpose and Scope**

Purpose: This MoU outlines mutual cooperation between the two parties in the space of career guidance, overseas education counselling services and employability skills enhancement initiatives and creation of platform for students to interact with global forums to showcase their skills and knowledge.

Roles and Scope of cooperation: The parties agree to, in the spirit of mutual cooperation, use the best efforts towards fulfilment of their respective obligations in achieving the purpose of this MoU.

2.1 Responsibilities of CCETS

- Will recommend and encourage all Government Degree Colleges working under its ambit to partner with "Global Education and Careers Forum".

- Will recommend and encourage all Government Degree Colleges under its purview to motivate their final year students to make use of the "Global Education and Careers Forum platform to enhance their global employability skills.
- Ensure that the necessary infrastructure like well-equipped class rooms and auditoriums are made available to facilitate selection and mentoring programs by Global Education and Careers Forum.
- Identify and nominate faculty who will work with international partners of the forum in organising various activities such as competitions.
- Extend support in inviting speakers from higher offices and media who share the vision of enhancing employability skills in students pursuing under graduation.
- Extend support in conduct of Global Education and Careers Forum activities in GDCs without affecting the normal academic work in the college.

2.2 Responsibilities of IMF

Through Global Education and Careers forum, IMF will

- Design, structure and organise student & faculty centric seminars, workshops and competitions that help enhance the skills and knowledge of students to meet the global bench-mark.
- Organise selections to identify suitable students who are interested in pursuing higher education in international universities.
- Introduce the selected students to the concepts of global work and study skills through international seminars and one-to-one mentoring.
- Mentor selected students by organising soft skills development work shops and in the area of cross-cultural communication skills as required.
- Organise Inter College and Interstate competitions which provide a platform to the students to showcase their abilities.
- Organise Faculty Development Programmes to the nominated faculty who will be overseeing the said project in their respective colleges.
- Organise webinars on topics related to "Employability Trends in specific subject areas" in association with international universities.
- Organise international summit titled "Global Education and Careers Summit, consisting of panel discussions, Familiarisation trips and other suitable engagements for heads of educational institutions to engage with international educators.

- Organise events for students to meet International educators which will help them explore higher education opportunities.
- Provide promotional materials where ever necessary.
- Issue appropriate certificates to the participants.

ARTICLE 3

Term

The MoU will be effective for a period of three years from the date of signing. The MoU may be extended on mutually agreed terms for a further period of one year or for such other period as mutually agreed by parties.

ARTICLE 4

Financial liabilities

The program is free of cost. India Matters Foundation and / or Global Education and Careers forum shall not charge any fees on whatsoever account/name either from the students or the Commissionerate of Collegiate Education-Telangana or its affiliated institutions for conducting the aforesaid program.

However, students who get selected to pursue higher education in foreign universities will have to pay the Tuition fee and Application fee as mentioned in their admission letter directly to the University concerned.

Article 5

Confidentiality

- 5.1 This document is confidential. Both the parties agree to maintain in confidence, and not reveal to any person or body, rights and obligations of the parties or any information or data which it receives through the other pursuant to this Agreement. The provision of Confidentiality shall survive the termination of this MoU and continue to bind the parties.
- 5.2 Both parties hereby declare that they know that this undertaking will be in force during the validity of this MoU, as well as at any time after this MoU is terminated.
- 5.3 Both parties declare that they know that the undertaking pursuant to this agreement is a pre- requisite for each party to enter into this MoU with the other, and that without this declaration each would not be willing to enter into an agreement with the other.

Article 6

Intellectual Property

- 6.1 Intellectual property means all systems, processes, procedures, propositions descriptions, models, copyrights, trademarks, trade secrets, and patents, utility models, methods and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations.
- 6.2 The materials provided by IMF and "Global Education and Careers Forum" are protected by copyright, including without limitation by copyright Law and other applicable laws in India.
- 6.3 CCETS & IMF will not reveal, make use of or commercialize any of the confidential information provided by IMF/CCETS either during the currency or after termination of the related Agreement for a period of five years.
- 6.4 IMF will retain the right of ownership to all the Intellectual Property Rights. CCETS shall not use intellectual property that is in any way based on the systems, processes, protocols, propositions and models of IMF, even though CCETS may have amended and added to the foundation Intellectual Property.
- 6.5 The data of the students should not be shared to anyone without the permission of CCETS other than for the project for which the students have registered.

ARTICLE 7

General Provisions

- 7.1 Both Parties agree to maintain at all times, a one-point contact for undertaking and overseeing the initiatives listed out in this MoU. Any change in the contacts will be promptly notified to the other party.

All notice/s to be given under this MoU shall be delivered either by (1) Registered Post, or (2) by Courier Service, or (3) by electronic mail to the applicable Party at the contact details indicated below:

Contact from IMF:

Name : India Matters Foundation
Attention : Sri. Vijay Kumar Nair
Designation : Managing Trustee

Address : 40A, Nungambakkam High Road, High Towers, Nungambakkam, Chennai-600034
Email ID : vijayn@imfoundation.in
Contact Number : 9840022612

Contact from CCETS:

Name : Commissionerate of Collegiate Education
Attention : Sri. B. Swamy
Designation : Joint Director
Address : 3rd Floor Vidya Bhavan, Opposite to Latha Talkies, Nampally, Hyderabad-500001
Email ID : comm-ce@telangana.gov.in
Contact Number : 040-24745021

7.2 This MoU references good faith efforts by both CCETS and IMF and is an expression of the Parties current intent and recognizes the fact that the execution of some of the terms of the MoU could require the parties to enter into definitive agreements. It is understood that without such definitive agreements, the terms of the MoU are not legally binding and will not be relied upon by any party for any purpose and no party is or will be bound by the terms of this MoU, unless and until definitive agreements are signed.

7.3 Terms and Termination:

The terms and conditions agreed under this MoU shall commence on the date of signing and shall remain in effect until terminated.

This MoU may be terminated by either of the Parties by giving not less than 3 months' notice in writing to the other Party.

7.4 Amendments: Either party may request changes to this MoU. Any changes, modifications, revisions, or amendments to this MoU which are mutually agreed upon by and between the parties to this MoU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MoU.

7.5 Applicable Law: The construction, Interpretation and enforcement of this MoU shall be governed by the laws of India. The courts of Hyderabad

shall have jurisdiction over any action arising out of this MoU and over the parties, and the Venue shall be Hyderabad, India.

7.6 This MoU supersedes all prior oral or written communications, discussions and representations communicated between the parties hereto in respect of the subject matter of this MoU.

7.7 Any notice under this MoU will be in writing and delivered by hand or by registered post acknowledgement due, to the other party at the registered office or as may be substituted by the notice. Any notice sent by e-mail/ post will be effective on the date of receipt.

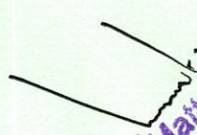
7.8 Severability: Should any portion of this MoU be judicially determined to be illegal or unenforceable, the remainder of the MoU shall continue in full force and effect, and either party may renegotiate the terms affected by the Severance.

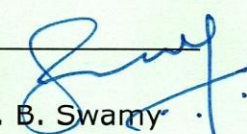
7.9 Third party Beneficiary Rights: The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MoU shall not be construed so as to create such status. The rights, duties and obligations contained in this MoU shall operate only between the parties to this MoU, and shall inure solely to the benefit of the parties to this MoU. The provisions of this MoU are intended only to assist the parties in determining and performing their obligations under this MoU. The parties to this MoU intend and expressly agree that only parties signatory to this MoU shall have any legal or equitable right to seek to enforce this MoU to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MoU, or to bring an action for the breach of this MoU.

IN WITNESS WHEREOF, the parties hereto have executed this Understanding on the date, month and year, hereinabove written.

For IMF, Chennai

**For Commissionerate of
Collegiate Education, Telangana**


Name : Sri. Vijay Kumar Nair
Designation : Managing Trustee, IMF
Date : 20-6-2019


Name : Sri. B. Swamy
Designation : Joint Director
Date :
JOINT DIRECTOR
Commissioner of Collegiate Education
Government of Telangana, Hyderabad.