

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as MOU) made and entered into on 23<sup>rd</sup> day of January 2020.

### BY AND BETWEEN

**ARKA JAIN University** , Jharkhand, having its PAN: AACTA7936K , Corporate Office at D-28, Danish Arcade , Opp. Asian Inn Hotel Dhatkidih, Jamshedpur -831001 and Campus at Mohanpur , Opp. Kerala Public School, Gamharia , District Seraikela Kharsawan , Jharkhand – 832108, represented by its **Vice Chancellor - Dr. S.S. Razi** , herein after called as “**ARKA JAIN UNIVERSITY , Jharkhand** ” which expression shall, wherever the context so requires or admits, mean and include all their respective legal heirs, successors in office/interest, executors, administrators and assigns of the other part;

### AND

The Nettur Technical Training Foundation, an renowned educational Institution, a Sec 8 company incorporated under the provisions of the Indian Companies Act, 2013, having its PAN: AABCN1189R and Service Tax Registration No: aabcn1189rst001 registered Office at #23/24, II Phase, Peenya Industrial Area, Bangalore 560058, represented by its **Deputy Managing Director, Mr. B.V.Sudharshan**, hereinafter called as the “NTTF” which expression shall, wherever the context so requires or admits, mean and include all their respective legal heirs, successors in office/interest, executors, administrators and assigns of the one part;

### Preamble:

Whereas **ARKA JAIN University , Jharkhand**, is a UGC recognized multidisciplinary private university established by an act of State legislation of Govt of Jharkhand. It offers variety of programs ranging from commerce & management, Diploma & Engg to Optometry and Biotechnology at various undergraduate and post graduate levels. The sprawling campus of the university is situated at Gamharia, Dist: Seraikela - Kharsawan, 13 km from steel city Jamshedpur.



WHEREAS NTTF a professional educational institution in the field of skill training, is engaged in the training of trainees and employees of corporates in various engineering fields through its training centers located across the country. NTTF aims at building vocational employability for the youth in India. NTTF has partnered with NSDC for the various skill development initiatives by the Govt. NTTF offers technical programs at Diploma, Certificate, Post Diploma, Postgraduate Degree and PG Diploma levels. NTTF also offers short term and long-term "Corporate Training programs" through customised skill enhancement modules to the industries across India. Apart from this, in association with industries NTTF conducts "Learn and Earn" Programs for the benefit of rural youth by way of free technical training and with monthly stipend. This program helps the industries to get steady pool of talented manpower, thereby serving to the society.

Whereas ARKA JAIN UNIVERSITY , JHARKHAND intends to start Bachelor of Vocation (B.Voc) program at under-graduate level recognised by UGC and being approved by the State Government and ARKA JAIN UNIVERSITY , JHARKHAND intends to open these B.Voc programs to students of NTTF who wish to enroll for them.

Whereas, both the Parties hereunto declare & confirm that they have complied with the regulatory requirements as applicable and may be applicable in future and shall remain complied at all points of time during the currency of the Memorandum of Understanding pertaining and as applicable to the B.Voc program / certification program which is the essence of this Memorandum of Understanding.

Both the Parties have full power and authority to enter into this MoU and take any action execute any documents required by the terms hereof; and that this MoU, entered into has been duly and validly executed and delivered, and is a legal, valid, and binding obligation of, enforceable in accordance with the terms hereof; and that the executants of this MoU are duly empowered and authorized to execute this MoU and to perform all its obligations in accordance with the terms herein.



*Handwritten signature*



The Intent of this MOU is to define the framework in which students of NTTF (**Regular& Learn and Earn scheme**) may enroll to programs to earn B.Voc of ARKA JAIN UNIVERSITY , JHARKHAND parallel with the skill based programs run by NTTF.

**THIS UNDERSTANDING WITNESSETH AS FOLLOWS:**

- 1) The program fee applicable to the B.Voc proposed under this MoU shall be decided by the ARKA JAIN UNIVERSITY , JHARKHAND ; Due considerations may be given to the specific recommendations from the other Party;
- 2) The fee for the programs shall be collected by the ARKA JAIN UNIVERSITY , JHARKHAND ; The mode of collection, instalments, due dates, fines for late payments shall all be as per ARKA JAIN UNIVERSITY , JHARKHAND norms.
- 3) Eligible & interested students may be enrolled for B.Voc course. However, NTTF shall communicate to the students/ parents suitably on the availability of this facility and the flexibility of timings;
- 4) Enrolled Students in to B.Voc shall be abided by the statutes, & regulations of ARKA JAIN UNIVERSITY , JHARKHAND .
- 5) The Board of studies (BOS) constituted by ARKA JAIN UNIVERSITY , JHARKHAND shall have members / nominated from NTTF from time to time ; The normal tenure of such nominated member shall be reviewed time to time.
- 6) The BOS of ARKA JAIN UNIVERSITY , JHARKHAND shall decide on the curriculum and design the syllabus for the B.Voc program as per UGC / University guidelines.
- 7) Academic Co-coordinators shall be appointed by both the Parties which shall be the single point of contact;
- 8) ARKA JAIN UNIVERSITY , JHARKHAND shall maintain Attendance at ARKA JAIN UNIVERSITY , JHARKHAND & NTTF.
- 9) Examination methods, valuation, continuous evaluation methods, progression benchmarks as per the mutually agreed regulations/norms within the frame work of university norms.





- 10) Successful students shall be awarded B.Voc Degree by ARKA JAIN UNIVERSITY , JHARKHAND.
- 11) Both the parties shall have such Code of Conduct, Academic Rules & Regulations broadly as per their norms, however, shall not contravene with the notices, guidelines, regulations-instituted, suggested, communicated or stipulated by UGC or such other regulatory bodies;
- 12) Both the Parties shall utilize their strengths to initiate and align with the respective programs of the other Party to meet the objectives of this MoU. Accordingly, necessary resources shall be provided by/to the Parties for the design and delivery of the programs within the overall scope of MoU.
- 13) Both the Parties shall provide such faculty support and the Infrastructure (General & skill component) as per University norms may be required for the programs.
- 14) Both the Parties shall extend support to each other for industry visit / Internship to the students;
- 15) Both the parties shall assist the other Party and tweak their program curriculum, delivery structure, syllabi, number of hours of contact, scheme of the program, examination schedules to suit the minimum needs of the other Party and to avoid over burdening the students on mutual consent.
- 16) The B.Voc Program proposed to be run by the ARKA JAIN UNIVERSITY , JHARKHAND shall be exclusively for the students of NTTF and later may be opened up for external students on mutually feasible terms & conditions;
- 17) Both ARKA JAIN UNIVERSITY , JHARKHAND & NTTF shall be entitled to advertise / propagate the promotion of the programs on their websites subject to the prior approval of the contents by the other.
- 18) Both ARKA JAIN UNIVERSITY , JHARKHAND & NTTF shall provide such library and Internet facilities to the students as may be required under the program;
- 19) Notwithstanding anything contained herein, ARKA JAIN UNIVERSITY , JHARKHAND shall have the right to audit the quality & delivery of the programs run by NTTF through an in-house team of experts or may appoint such joint committee of experts consisting of such number of members as may be required from time to time.



**Duration and Termination of MoU:**

MOU shall be effective from the date of signing and shall remain in force for a period of three years. It shall automatically be renewed for next three years until & unless discontinued by either party with a one year prior notice to the Other Party. However, such discontinuation shall not affect the running batches and their curriculum.

**Confidentiality**

Both NTTF & ARKA JAIN UNIVERSITY , JHARKHAND agrees and confirms that all Intellectual Training Material shall at all times vest in and remain belong to the Other Party and shall not be used for at least two years from the date of termination / completion of the program.

**General Provisions:**

This MoU shall not be binding for any other agreement for either party. Parties shall be free and independent to carry out other services and training programs besides that covered under the scope of this MoU.

Both the parties shall perform their duties in strict compliance with all applicable laws in India along with rules and regulations made there under by duly constituted Government authorities in India and shall obtain all licenses, restrictions or other approval, if any, required by laws in India in connection with the services to be rendered here under.

All programme material provided by both the parties is its copy right. Confidentiality of same shall be maintained and should ensure that it is not replicated in the other centres or outside.

Both parties may use logo, trade name, program modules and other related material for promotion of the programs to be conducted within the scope of this MoU.



## STEERING COMMITTEE

ARKA JAIN UNIVERSITY , JHARKHAND shall constitute a Steering Committee comprising of the following members:

	<b>From ARKA JAIN UNIVERSITY , JHARKHAND:</b>	
	Vice Chancellor	Chairman
	Registrar	Member
	Dean, School of Engg	Member
		Member
		Member Secretary
	<b>From NTTF:</b>	
	Dy.Managing Director – NTTF	Member
	Head – Certifications	Member
	Head – Syllabus and Infrastructure	Member
	Zonal Leader – RNTC & BNTC	Member

The functions of the Steering Committee shall be:

- To oversee the planning and execution of the MoU.
- To ensure effective collaboration with industry for improved employability.
- To evolve and agree on the programs, modules, delivery methodology and size of the batches frequency & duration of the programs.
- To provide guidance, direction regarding methodology for marketing.
- To carry out detailed periodical review of the progress made in execution of the program.
- To suggest amendments in MoU to the respective Governing bodies of the Parties.
- To handle issues of disagreements and to resolve the same before other remedial measures are resorted to.

## Force Majeure

The Parties shall not be liable for any failure to perform any of its obligation under this MOU if the performance is prevented, hindered or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of state or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts, fire, floods, natural calamities or any act of





God (herein after referred to as event), provided notice of happening of any such events given by the affected party to the other, within 21 calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the MOU, nor shall either party have any such claims for damage against the other, in respect of such non-performance or delay in performance. Provided service under the MOU shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. Each party shall promptly inform the other of the existence of Force Majeure event and shall consult together to find a mutually acceptable solution.

### **Communications:**

All notices or other communications under or in connection with this MOU shall be given in writing and may be sent by personal delivery or post / courier or email. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, & if sent by email when sent and on receipt of a confirmation to the correct email:

### **To ARKA JAIN UNIVERSITY , JHARKHAND:**

Registrar  
ARKA JAIN University  
Opp. Kerala Public School,  
Mohanpur, Gamharia ,  
District Seraikela Kharsawan ,  
Jharkhand – 832108,  
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### **To NTTF:**

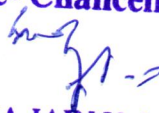
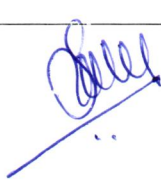
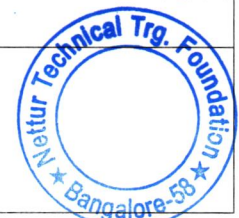
Sr.GM – Certification  
Nettur Technical Training Foundation  
# 23/24 2<sup>nd</sup> Phase, Peenya Industrial Area  
BANGALORE 560058



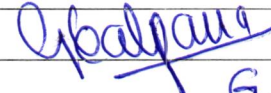
## Arbitration

In the event of a dispute between the ARKA JAIN UNIVERSITY , JHARKHAND and the NTTF arising out of or relating to this MoU, its interpretation or performance hereunder, the parties shall exert their best efforts to resolve the dispute amicably through negotiations . In case of any disagreement and dispute and the parties fail to mutually resolve the same, both parties shall appoint an Arbitrator that is mutually agreeable and shall be settled as per Indian Arbitration Act. Further, in case the parties failed to resolve the dispute, this MoU shall be governed by and construed in accordance with the law within Bangalore, State of Karnataka.

IN WITNESS WHEREOF, the Parties here to have set their respective hands to these presents on the day, month & year first above written.

Signed and delivered by the said		
<b>Dr. S.S. Razi</b> for and on behalf of the ARKA JAIN UNIVERSITY , JHARKHAND above named	:	<b>Vice- Chancellor</b>  <b>ARKA JAIN University, Jharkhand</b>
Signed and delivered by the said		
<b>Mr. B.V. Sudharshan - Deputy Managing Director</b> for and on behalf of the NTTF above named	:	 

Witnesses:

1	Signature	:	
	Name	:	<b>G.S. Kalpana</b>
	Occupation	:	<b>Sr. General Manager NTTF</b>
	Address	:	<b>NTTF</b>
2	Signature	:	<b>a. k. shrivastav</b>
	Name	:	<b>Amit Kumar Shrivastav</b>
	Occupation	:	<b>Director</b>
	Address	:	<b>ARKA JAIN University</b>

