**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (the “MoU”), dated [Date and month],2021 at [Place] by and between:

1. The First Party, IUCEE Foundation, with registered office at 1-5-A-24,Sainikpuri, Kapra, Secunderabad, Telangana 500 094, India (hereinafter referred to as “IUCEE”), represented by Dr. Krishna Vedula, Executive Director
2. The Second Party, [private/public organization/college/university or Individual,] with registered [office/residing] at [address], India (hereinafter referred to as “[Institution]”), represented by\_\_\_\_\_\_\_\_\_\_\_\_;

In consideration of the mutual covenants set forth in this MOU, the sufficiency of which each of the Parties acknowledges, the Parties hereby agree as follows:

**WHEREAS** IUCEE is a Non-profit organization registered in India providing educational solutions, assistance, materials and certain related services for different streams of engineering courses.

**WHEREAS** Institution is a leading college \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WHEREAS** IUCEE and the Institution have a mutual desire to conduct certain activities for individual benefits under this MoU.

**WHEREAS** the IUCEE and Institution has synergy in terms of educational initiatives and for mutual benefit, they agree to the terms and conditions set forth in this MoU.

**WHEREAS INCONSIDERATION OF THE MUTUAL CONVENANTS HEREIN CONTAINED THE PARTIES AGREE AS FOLLOWS**

1. **DEFINITION**
2. **“Work Products”** includes but not restricted to (i) Data and content related to engineering education that results in end products like e-book (ii) Courses created by IUCEE employees by themselves or jointly with others individuals or entities (iii) Software Programs developed by third party (ies) under IUCEE guidance (iv) IUCEE funded programs & projects (vi) Faculty Development Programs developed by IUCEE or in collaboration with other entities or (vii) Mini courses offered to IUCEE by International Experts.
3. **“Confidential information”** means any and all non-public information, including business and technical information, of any form, without limitation, the proprietary information, techniques, schematics, designs, contracts, financial information, sales and marketing plans, business plans, business affairs, operations, strategies, inventions, methodologies, technologies, employees, subcontractors, pricing, methods of operations, procedures, products and/or services.
4. **SCOPE OF MOU**

The vision of IUCEE is to improve the quality and global relevance of engineering education in India and under this MoU, IUCEE agrees to collaborate with the institution with help of panel of experts and advisors and extend support in terms of student and faculty development trainings in order to assist Institutions in multiple ways to improve quality of education as well as practices and procedures.

1. **OBLIGATIONS** **OF IUCEE**

IUCEE, under this MOU agrees to provide to the Institution:

1. Information & schedule in advance regarding courses and webinars.
2. FREE access to recordings of all webinars conducted since 2010.
3. 25% discount on IUCEE International Engineering Educator Certification Program (IIEECP), offered in collaboration with International Society for Engg. Education IGIP Austria.
4. 33% discount on membership of EPICS Partnership for Project Based Learning and Design Thinking in partnership with Purdue University.
5. 50% discounted fees for Student Leadership Course offered every semester
6. Provide 33% discounted registration fees for Annual International Conference on Transformations in Engineering Education (ICTIEE).
7. FREE membership in IUCEE Collaboration Groups coordinated by Global Industry Advisory Forum (GIAF) on various topics relevant to employability skills, teaching and learning, outcome-based education, project based learning, engineering education research and entrepreneurship.
8. 67% discounted fees to exclusive Annual Leadership Summits in Goa, during which industry facilitators work with IUCEE institutional leaders on strategic planning and quality improvement initiatives.
9. 33% discounts on fees for new strategic initiatives such as “Clean and Green Campus”.
10. Free access to webinars and workshops by corporate sponsors of IUCEE on emerging technologies and use of latest tools.
11. 25% discount on subscription to Journal of Engineering Education Transformations.
12. Connections with over 200 global experts who can provide:
    1. Short workshops or courses for faculty and/or students when travelling to India.
    2. Guest presentations at International Conferences.
    3. Guidance on preparation for Outcomes Based Education
    4. Guidance on Improving Academic Curriculum in existing programmes or for starting new programmes
    5. Facilitation of collaborations with US colleges including visits to US universities, MOUs, Centers of Excellence, twinning programs, faculty and student exchanges.
13. 25% discounted registration fees at events organized by International Federation for Engg. Education Societies IFEES and Global Engineering Deans Council GEDC.
14. **IUCEE MEMBERSHIP FEE**

Annual Consortium Membership fees payable by the Institution to the IUCEE are Rs. 75,000. The fee shall be paid by check, Demand Draft, online payment portal or wire transaction. Statutory taxes are applicable on all financial transactions under this MoU.

1. **TERM AND TERMINATION**

Term of this MoU is 1 (one) year from the date of execution. Either party may terminate this MoU by giving a written notice to the other party one (1) months prior to the intended date of termination provided that termination by either of the parties shall not relieve that party of its obligations accrued prior to such termination, under this MoU. Obligations of the parties with respect to Confidential information service termination of this MoU.

The membership fee paid by the Institution is non-refundable and in the instance, MOU is terminated before expiry of the MoU, the membership fee shall not be refunded.

1. **INTELLECTUAL PROPERTY AND COMMERCIAL RIGHTS**

1. The IUCEE shall have sole and exclusive ownership of the intellectual property, created as a part of Work Project, including but not limited to inventions, research papers, industrial designs, copyrights, discoveries, know-how, trade secrets or developments, designs, logos, internet domain names, course content, e-books, projects, student/faculty development programs, computer software programs (including documentation related thereto) and tangible or intangible proprietary information or materials in relation of the work products delivered to the Second Party.
2. IUCEE, under this MoU, is free to use, monetize, license, assign all its Intellectual Property at its sole discretion and will. Institution in no way, directly or indirectly interfere with IUCEE with respect to it. However, in the instance where such IP jointly developed by the Institution with IUCEE Foundation, Institution shall obtain permission from IUCEE in writing in order to monetize such IP.

1. **CONFIDENTIALITY** **OF THE INFORMATION**

Both parties acknowledge that in the course of performing its responsibilities under this MoU, they will be exposed to or acquire information which is proprietary or confidential to the parties. Both parties agree to hold the Confidential Information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to third party (ies) or to use such information for any purposes whatsoever other than to perform obligations under scope of this MoU.

1. **ASSIGNMENT** **AND SUB-CONTRACTING**

This MOU is personal to the parties and the parties shall not assign, sub-contract, transfer, or charge in any kind this MOU or any part of it, without prior written approval of the other party to this MOU.

1. **FORCE MAJEURE**

Neither party shall be held responsible for non-fulfillment of their respective obligations under this MOU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquakes, Strikes not confined to the premises of the party, Lockouts beyond the control of the party claiming force majeure, Epidemics, Riots, Civil Commotions etc. provided on the occurrence and cessation of any such event the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation.  If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action.

1. **WAIVER**

Failure to enforce or exercise, at any time or for any period, any term of this MOU does not constitute, and shall not be construed as, a waiver of such term and shall not affect the right later to enforce such term or any other term herein contained.

1. **SURVIVAL**

Any terms or conditions of this MoU, which by their express terms extend beyond termination or expiration of this MoU or which by their nature will so extend, will survive and continue in full force and effect after any termination or expiration of this MoU.

1. **ENTIRE MOU**

This MoU constitutes the entire understanding between the parties hereto and supersedes all previous communications, representations, understandings, oral or written, between the parties with respect to the subject matter. This MOU shall not be amended or modified unless made in writing and signed by an authorized representative of each party.

1. **GOVERNING LAW**

This MOU shall be construed, interpreted, and enforced pursuant to the laws of India, without regard to any conflict of law’s provisions.  The prevailing party in any action brought under this MoU shall be entitled to recover its reasonable legal fees and expenses.



**IN WITNESS WHEREOF**, the Parties hereto have set and subscribed their respect; hands and seal on the day, month and year first herein above mentioned.

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| **IUCEE Foundation** | **INSTITUTION** |
| Name: | Name: |
| Signature: | Signature: |
| Place: | Place: |
| Date: | Date: |