



Institution Logo

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MoU”), dated [Date and month],2021 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 improving the quality of engineering education.

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

- a. **“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.
- b. **“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.

2. 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.

3. OBLIGATIONS OF IUCEE

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

- a. FREE access to
 - IUCEE Strategic Initiatives relevant to implementation of NEP 2020 guidelines offered regularly.
 - Student Leadership Courses and Project Competitions offered every semester
 - Webinars and workshops by global experts and corporate sponsors of IUCEE on innovations in teaching, learning and research, emerging technologies and use of latest tools.
 - Recordings of all webinars conducted since 2010.
 - 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.
- b. 50% or greater discount on fees for
 - International Engineering Educator Certification Program (IIEECP), offered in collaboration with International Society for Engg. Education IGIP Austria.
 - Membership of EPICS Partnership for Project Based Learning and Design Thinking in partnership with Purdue University.
 - Faculty Empowerment Courses such as Research Methods and Clean and Green Campus
 - Annual International Conferences on Transformations in Engineering Education (ICTIEE).
 - Annual Leadership Summits in Goa, during which industry facilitators work with IUCEE institutional leaders on strategic planning and quality improvement initiatives.
 - New strategic initiatives such as the Mini Symposium on Problem and Project Based Learning and Program for Entrepreneurship Development.
 - Subscription to Journal of Engineering Education Transformations.
- c. Discounted registration fees at events organized by International Federation for Engg. Education Societies IFEES and Global Engineering Deans Council GEDC.
- d. Connections with over 100 global experts who can provide:
 - a. Short workshops or courses for faculty and/or students when travelling to India.
 - b. Guest presentations at International Conferences.
 - c. Guidance on preparation for Outcomes Based Education
 - d. Guidance on Improving Academic Curriculum in existing programmes or for starting new programmes

- e. Facilitation of collaborations with US colleges including visits to US universities, MOUs, Centers of Excellence, twinning programs, faculty and student exchanges.

4. IUCEE MEMBERSHIP FEE

Annual Consortium Membership fees payable by the Institution to the IUCEE are Rs. 75,000. The annual membership fee includes applicable GST. The fee shall be paid by online payment portal .

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

IUCEE Foundation

Name:

Signature:

Place:

Date:

INSTITUTION

Name:

Signature:

Place:

Date: