

MEMORANDUM OF UNDERSTANDING

BETWEEN

TELANGANA ACADEMY FOR SKILL AND KNOWLEDGE (TASK)

And

TELANGANA SOCIAL WELFARE RESIDENTIAL INSTITUTIONS AND EDUCATIONAL
SOCIETY

This Memorandum of Understanding (MoU) is made and entered into on 5th Day of February 2024 by and between Telangana Academy for Skill and Knowledge (TASK) and TSWRIES/TSWRDC Colleges 1st Party and Telangana Academy for Skill and Knowledge (TASK) as 2nd Party (hereinafter collectively referred to as "Parties" and Individually as "Party") for the purpose of student training in different courses, providing infrastructure support for technical trainings. TASK and TSWRIES/TSWRDCW Colleges are hereinafter individually referred to as Party, Collectively as Parties

NOW THEREFORE IT IS HEREBY AGREED BY ASCENDER AND BETWEEN THE PARTIES AND THIS MEMORANDUM OF UNDERSTANDING WITNESSED AS UNDER:

1. General

1.1 Definitions

- I. "Applicable Laws" means the laws of India or any other applicable jurisdiction and shall include all applicable national, state, local and others that you Statutes, enhancements, acts of legislature or parliament, laws, ordinances, rules, bylaws, regulations, notifications, guidelines, policies, directions, directives, code and circular including but not limited to orders, injunctions, awards (administrative or judicial) off any authority, any license, permit or other governmental authorization, in each case as in effect from time to time, any other requirement of governmental authority in any relevant jurisdiction or any determination by, or interpretation having binding effect of any of them for going by, any authority, including any judgment, order or decree.
- II. "Confidential Information" shall have the meaning set forth in the class 7.
- III. "MoU" means this memorandum of move understanding entered here to and as amended from time to time.
- IV. Telangana Social Welfare Residential Educational Institutions Society runs 28 residential educational institutions for SC/BC/ST communities from Degree across Telangana.
- V. Colleges refers to under administrative control of Telangana Social Welfare Residential Educational Institutions Society spread across Telangana affiliated different universities 28 numbers.
- VI. "Third Party" means any person or entity other than this MoU.


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1.2 Interpretations

- I. In this MoU, unless the context thereof otherwise requires or as otherwise specified:
- II. Reference to singular includes reference to the plural and vice versa;
- III. Reference to any gender includes a reference to all genders;
- IV. Unless otherwise provided, the expressions "hereof", "herein" and similar expressions shall be constructed as references to this MoU as a whole and not limited to the particular article or section or provision in which the relevant expression appears;
- V. The words "including" and "includes" herein shall always mean "including, without limitation" and "includes, without limitation", respectively;
- VI. Any reference to any agreement or document shall be constructed as a reference to such agreement or document as the same may be amended, varied, supplemented or novated in writing at the relevant time in accordance with the requirements of such agreement or document and if applicable, of this MoU with respect to amendments;
- VII. Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date year of, from time to time be amended, supplemented or re-enacted, and any reference to the statutory provision shall include any subordinate legislation made from time to time under the provision;
- VIII. Reference to recitals, sections, clauses, paragraphs and schedules or references respectively 2 preamble, recitals, articles, sections, clauses, paragraphs of connectors, exhibits and schedules to this MoU;
- IX. Consent of any party always means prior written consent;
- X. No provision shall be interpreted in favor of, or against, any party by reason of the extent to which such party or its council participated in the drafting here of or by reason of the extent to which any such provision is inconsistent with any prior draft here of;
- XI. The words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words where a wider construction is possible; And
- XII. The headings and titles in this MoU are indicative and shall not be deemed part of this MoU or taken into consideration in the construction of MoU.

Objectives of the MoU:

- I. To facilitate the provision of comprehensive training programs aimed at enhancing the employability of students.
- II. To provide Soft skills and courses to improve student's communication and interpersonal skills
- III. To provide Infrastructure support for technical training programs, including provision of training facilities and equipment.
- IV. To provide faculty development programs in the new developments, emerging fields in the subjects, pedagogy and innovative methods of teaching.


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2. Roles and Responsibilities

2.1 Obligations of TSWREIS/TSWRDC Colleges

- I. The TSWREIS/ Colleges agrees to pay the Institutional Registration fee for 28 colleges and Minimum 40 Student registration fees
- II. To facilitate essential infrastructure support for the execution of technical training programs. This support includes but is not limited to arranging accommodation, boarding facilities for participating students at TSWREIS institutions, and ensuring access to common facilities and resources vital for the seamless execution of the technical training sessions.
- III. The College hereby commits to appointing a dedicated Coordinator responsible for facilitating seamless interactions and coordination among students, staff, and the administration at the institution level
- IV. It shall be the responsibility of the College to depute suitable faculty members, as mutually agreed upon, to engage and contribute to these training programs. The faculty members' participation will involve sharing expertise, conducting sessions, and contributing towards the successful implementation of the training programs organized by TASK

2.2 Telangana Academy for Skill and Knowledge (TASK)

- I. TASK to design, organize, and deliver diverse training programs aimed at enhancing the employability of undergraduate students.
- II. To offer Soft skills and courses aimed at enhancing communication and interpersonal skills of students.
- III. To provide faculty development programs in emerging fields, technologies, pedagogy and facilitation skills.
- IV. Details of the offerings are specified under Annexure to this MOU.

3. Financials


Other than the costs mentioned in clause 2(1)(1) of this MOU, there shall be no other financial obligation to both the parties. Cost Structure is laid down in Annexure-I of this MOU.

4. Term of MoU

This MoU shall commence on 1/11/2023 and shall remain valid for 3 years or until either party gives written notice of termination to the other Party, whichever occurs first.

5. Intellectual Property Rights

Nothing herein is intended to affect the rights of the parties with respect to each parties intellectual property rights / knowledge respectively held, owned or developed by such party. Any intellectual property rights, including information, data, know how, patent, patent


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applications and trade secrets, which are owned developed or acquired by party, shall remain exclusively in the ownership of such party. Nothing contained in this MoU shall be construed as granting, either expressly or by implication or otherwise, any license under any intellectual property now or hereafter owned or controlled by party here under.

6. Renewal, Termination and Amendment

- I. This memorandum of understanding, upon the expiry of the term, may be subjected to renewal based on mutual consent.
- II. Either party may terminate this MOU by giving a 30 days' notice to the other party in writing, unless and earlier termination date is mutually agreed upon.
- III. Any outstanding financial obligations must be satisfied prior to the termination of MoU
- IV. this memorandum of understanding may be amended or extended by mutual return concerns of both parties.

7. Dispute Resolution and Governing Law

Both parties commit to resolving any disputes on the terms of this memorandum of understanding by seeking friendly mutually acceptable resolutions whenever possible. In the event that such resolution is not possible, any disputes will be resolved by the laws prevailing in India and state of Telangana and court of Hyderabad shall have exclusive jurisdiction.

8. Force Majeure

If any party is unable to perform its obligations under this MoU due to the occurrence of an event beyond its control (such as act of God war like situation Riot's Bandhs Government actions, Pandemic, Earthquakes Cyclones Tycoon's and other natural calamities, etc.), that party will not be deemed to have defaulted under this MoU. Each party agrees to use all reasonable efforts to enable performance under this MoU to continue.

9. Languages of MOU

This MoU will be signed in English.

10. Relationship

Nothing in this MOU is intended or shall be deemed to constitute Partnership, agency, employer-employee or joint venture relationship between the Parties.

11. Indemnity

Each Partner shall defend; shall release, discharge, and relinquish; and shall indemnify, protect and hold harmless other party from and against any and all claims brought by or on behalf of any person or entity arising out of or in connection with any allegation, in whole or in part, that such Party infringes, misappropriates, dilutes, or violates the copyright, trade secret, trademark, trade dress, service mark, patent or any other proprietary right (including without limitation, moral, termination, privacy, or personality rights) of any person or entity.


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12. Counterparts

This MoU may be executed into counterparts, each of which is taken together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties have executed this MoU through their authorized representatives as of the date first above written.

Signed for on behalf of TSWREIS/TSWRDC Colleges

Signed for and on behalf of TASK

Secretary

CEO

Telangana Social Welfare Residential Educational
Institutions DSS Bhavan Masab Tank
Hyderabad Telangana 500028

Telangana Academy for Skill and
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