

MEMORANDUM OF UNDERSTANDING

Between

SOCIAL WELFARE AND DEVELOPMENT FOR EMPOWERED SOCIETY (SWADES)

And

KHWAJA MOINUDDIN CHISHTI LANGUAGE UNIVERSITY (KMCLU)

LUCKNOW

UTTAR PRADESH

on

COLLABORATION FOR ESTABLISHING COES AND LAUNCHING SKILL BASED
INDUSTRY INTEGRATED PROGRAMS FOR ENGINEERING STUDENTS

Date: 10.09.2025



Finance Officer
Khwaja Moinuddin Chishti
Language University



Memorandum of Understanding

This Memorandum of Understanding (MoU) is executed at Lucknow, on this day of 10.09.2025,

Khwaja Moinuddin Chishti Language University (KMCLU), Uttar Pradesh having its Campus at Lucknow, Dist. Lucknow, Uttar Pradesh -226020 India, hereinafter referred to as "KMCLU" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns, acting through its duly authorized representative Mr. Sajid Azmi of Finance Office the FIRST PART.

and

SOCIAL WELFARE AND DEVELOPMENT FOR EMPOWERED SOCIETY

Social Welfare And Development For Empowered Society (SWADES), Uttar Pradesh a not-for-profit society under Section 21 of the Societies act 1860 having its Registered office at Ashok Vihar Phase-I, Khurram Nagar, Lucknow-226022 represented by its President, Dr. Rajeev Nigam (hereinafter referred to as "SWADES"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean of the SECOND PART.

Khwaja Moinuddin Chishti Language University (KMCLU), Uttar Pradesh and Social Welfare And Development For Empowered Society (SWADES), Uttar Pradesh are hereinafter individually referred to as "Party" and collectively as "Parties",

Whereas:

Khwaja Moinuddin Chishti Language University (KMCLU), Uttar Pradesh is based out of at Lucknow, Distt Lucknow. The KMCLU is responsible for providing B. Tech degree programs in Bioinformatics, Biotechnology, Civil Engineering, Computer Science & Engineering, Electronics & Communication Engineering, Electronics & Computer Engineering, and Information Technology, at various levels i.e.

- Undergraduate B.A., B.Sc., B. Tech Degree
- M. Sc
- M. Tech



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- Doctoral Ph.D.

The Main Objectives of the University

- To provide the best Engineering Courses in the State by setting up COE.
- To provide quality education by effective monitoring of the standards of the institution and to take initial corrective measures.
- To provide state of the art teaching-learning process and a stimulating R&D environment.
- To harness human capital for sustainable competitive edge and social relevance.

Social Welfare And Development For Empowered Society (SWADES), Uttar Pradesh is a not-for-profit society under Section 21 of the Societies act 1860. SWADES is a training partner of Electronics Sector Skill Council of India (ESSCI) is promoted by seven associations namely, CEAMA, ELCINA, IESA (formerly ISA), IPCA, MAIT, LEDMA & ELCOMA with financial support from National Skill Development Corporation (NSDC).

The major activities and mandates for Skill India Mission for include the following:

- Ensure Course and Curriculum alignment as per the demand of the industry.
- Determining the future demand & developing the National Occupational Standards & Qualification Packs for the same.
- To help the member organizations across market verticals sharpen their business focus by updating them on the emerging market trends.
- Plan and execute training of trainers and Trainer Certifications.
- Ensure delivery of training programs by accredited organizations as per industry norms and standards. Plan and execute Assessments and Certifications.
- Collaboration with Universities to design and develop Apprenticeship embedded Industry integrated programmes in collaboration with Industry partners under NEP.
- Collaboration with Industry partners to establish state of the art Centres of Excellences

This MoU aims to set out the framework for working relationship between The Khwaja Moinuddin Chishti Language University (KMCLU), Uttar Pradesh and Social Welfare And Development For Empowered Society (SWADES).

NOW THIS MoU WITNESSETH AS FOLLOWS:

A. Objectives:

The purpose and objectives of the MoU are as follows.

- To facilitate industry –academia collaborations.
- To train and certify the faculty members.
- To facilitate NSQF QP based skill training to students by experts and mentors using blended learning systems developed by SWADES.
- To facilitate on job training at industry partners sites or at various leading skill training organisations in India.
- Assessment & Certifications.
- Facilitating On Job Training, Internships, apprenticeship, and wage employment.
- Help establish incubation Centre for promoting innovation and startup activities.
- To organize various events and awareness campaigns for promoting skill-based education in India.


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B. Roles & Responsibilities

I. Joint Responsibilities of SWADES and KMCLU:

II.

SWADES and KMCLU shall jointly

- a. Identify the Skill Programs for establishing the various Centres of Excellence/ Model Training Centres and Skill Labs.
- b. Finalize the NSQF based QPs to be launched at various Engineering Colleges based on Industry demand.
- c. To collaborate with reputed Training Academies established by Govt./Industry organize Faculty Development Training and on job training for Engineering Students.
- d. Jointly organize various events and awareness campaigns for promoting skill-based education in India.
- e. Jointly collaborate to revamping the existing engineering curriculum and develop new programmes under NEP.
- f. Project Management and monitoring

III. Social Welfare And Development For Empowered Society (SWADES):

- i. SWADES shall be the Principal Knowledge Partner and Program Implementation Agency for the Project.
- ii. SWADES shall collaborate with Industry Partners/Training Partners to establish Centres of Excellence/ Model Training Centres and Skill Labs that offer quality skill training ecosystem for Engineering students. The COEs/Model Training Centres/Skill Labs can be funded by Jaypee University of Information Technology or by the Industry Partners/Training Partners based on mutual agreement.
- iii. SWADES shall collate the industry demand for various job roles and propose the NSQF QPs/Courses to be embedded into the Engineering Curriculum. SWADES shall align its NSQF Qualifications (QP) and National Occupation Standards (NOS) into the curriculum suggested by the industry partners based on the demand from industry and develop the Programmes /courses for students that would be helpful for employment and self employment.
- iv. SWADES shall depute reputed and credible training partners to impart skill training wherever necessary.
- v. SWADES shall conduct Faculty Development Training and certify the Faculty Members.
- vi. SWADES shall facilitate training to students by industry experts, mentors, learning management systems and other learning tools developed by SWADES.
- vii. SWADES shall collaborate with reputed Training Academies established by Govt./Industry to organize Faculty Development Training and on-the-job training for Engineering Students.
- viii. SWADES shall conduct assessment and certify the Trainees.
- ix. SWADES shall collaborate with Industry partners to promote micro entrepreneurship and rural startup interventions through incubation related


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interventions. This will help the students to start their own business as the last mile sales, installation, and service points for various leading brands in their locality.

- x. SWADES shall help to establish incubation Centre and recommend mentors for mentoring the startups.
- xi. SWADES shall leverage its industry collaborations to facilitate wage employment and apprenticeship for students who successfully complete the training programs.
- xii. SWADES shall appoint a Training Partner /Project Management Agency to carry out the above roles and responsibilities wherever necessary.
- xiii. Shall depute a dedicated team for the smooth execution of the above interventions.

IV. Khwaja Moinuddin Chishti Language University (KMCLU):

- i. The Khwaja Moinuddin Chishti Language University (KMCLU), Uttar Pradesh shall provide rent free space at University Campus to establish COE/Model Training Centre/Skill Labs to impart training in emerging sub sectors.
- ii. To provide classrooms/Labs and other necessary support systems for conducting skill training programs for students.
- iii. Shall depute / identify staff who would be coordinating with SWADES/Industry Partners/Training Partners at the campus for establishing the training infrastructure and day to day training operations.
- iv. University to provide existing students (Preferably final year) and passed out students who are willing to undergo skill training programs and allocate dedicated training hours for skill training in consultation with SWADES team members.
- v. University shall collaborate with SWADES Team for day-to-day training operations, assessment and motivate students to take up wage employment, apprenticeship etc.

C. General Provisions

- I. **Validity of Agreement:** This arrangement shall be effective up to maximum of Five years, starting from the date of signing of the Agreement and its continuance will be subject to annual review of the scheme and deliverables. This Memorandum of Understanding is a document of good faith and implementation of the MoU would be monitored on a six-monthly basis.
- II. **Resolution of dispute:** This Agreement shall be governed by and constructed in accordance with the laws of India. Any dispute between the parties arising in connection with the performance of this MoU shall be resolved amicably between the parties through a process of negotiation by the representatives of both the parties.


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Either Party may give written notice of a dispute to the other Party within (10) days of the occurrence of the event which gives rise to such Dispute or the date such event comes to the notice of the applicable Party. Any dispute between SWADES and KMCLU, in connection with this Agreement shall be referred to the designated officials of SWADES and KMCLU for mutual discussions and negotiations.

If no settlement can be reached through mutual discussions and negotiations within 15 days, then such matter shall be referred for arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any other statutory amendments or modifications thereof ("Arbitration Act"). If either party cannot agree with the award of arbitrator, then either party can approach the Court, by way of filing a petition under section 11 of the Arbitration and Conciliation Act, 1996 and seek appointment of a neutral person to preside over as the Arbitrator. With respect to such arbitration, the following provisions shall apply:

- a. The arbitration proceedings shall be conducted in English.
- b. The place of arbitration shall be Lucknow.
- c. In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at Delhi shall have exclusive jurisdiction.
- d. The costs of arbitration shall be borne as determined in the arbitration award; and
- e. The decision of the arbitrator(s) shall be final and binding on the Parties.

III. **Termination:** Either of the parties, in their sole discretion, by giving prior notice of 3 Months in writing to the other party, may terminate this agreement without assigning any reason.

- a. Each party shall help with smooth completion of the training programs for all ongoing batches; complete the placement and reimbursement of training fees for all ongoing batches.
- b. No new batches to be launched after serving the Notice Period.
- c. KMCLU shall allow SWADES and its Industry Partners/Training Partners to remove the training infrastructure put up by them for establishing the COE/Model Training Centre/Skill Labs from the respective Colleges.
- d. SWADES shall submit the complete training reports/MIS as desired by KMCLU for official records.

IV. **Severability:** The construction, interpretation and enforcement of this MoU shall be governed by the present judicial laws available. 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 re-negotiate the terms affected by the severance.

V. **Limitation:** No rights or limitation of rights shall arise or be assumed between the Parties because of the terms of this MoU.

VI. **Amendments:** Each party may request changes to this MoU. Any revisions which are mutually agreed upon by the parties to this MoU shall be incorporated in a

written instrument. The amended agreement shall take effect when executed and signed by all parties to this MoU.

Documents containing such additions, deletions and/or alterations and signed by all the Parties shall form addenda to this MoU and be deemed to be part of this MoU.

- VII. **Intellectual Property Rights:** Nothing contained in this MoU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party. However, Intellectual Property Rights (IPR)/ Patents flowing out of the work undertaken vide this MoU will be governed by applicable laws related to inventors' hip and ownership. The protection of intellectual property rights shall be enforced in conformity with the national laws, rules, and regulations of the Institutions and with other international agreements signed by the government or the authorized organization in the Institutions' country.
- VIII. **Non-Disclosure:** In the case of joint research and/or consultancy projects undertaken, neither party will provide the other with confidential information, including any export-controlled information-without first executing a separate Non-Disclosure Agreement. All information obtained and derived from exchange of information either in writing or otherwise shall be treated as confidential during and after the expiration of this MOU unless otherwise mutually agreed upon in writing by the Parties.
- IX. **Financial Obligation:** The SWADES shall pay the faculty for training.
- X. **Force Majeure:** Neither party shall be liable to the other for failure or delay in the performance of any of its obligations under this MoU for the time and to the extent such failure or delay is caused due to acts of God, natural disaster, fire, floods, explosions or earthquake, epidemic or quarantine restrictions, serious accidents, war, insurrection or riots, strikes, legal necessity or Labour troubles, or any other cause beyond the affected party's reasonable control, provided that sufficient notice of such occurrence of force majeure is communicated to the other party.
- XI. **Miscellaneous:** It is expressly agreed that the First Party and Second Party are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

- XII. The use of the name, logo and/or official emblem of any of the Institutions as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of either Institution.
- XIII. The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Memorandum.
- XIV. If at any time either party is unable to perform their duties or responsibilities under this MoU consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.
- XV. 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 party's signatory (Designation thereof) 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 to this MoU through their duly authorized representatives have executed this MoU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MoU as set forth herein.

The effective date of this MoU is the date of the signature last affixed to this page.

SO AGREED,

[Signature] 10/09/25
For Khwaja Moinuddin Chishti Language University (KMCLU)

(SAJID AZKI)
Name:

Designation: **Finance Officer**
Khwaja Moinuddin Chishti
Language University

For Social Welfare And Development For Empowered Society (SWADES):

[Signature]
Name: Dr Rajeev Nigam

Designation: President



Witness: *[Signature]* 10/9/25

[Signature]
10/09/25
Witness:

[Signature]
Atakash Dinit
Mahanagar Uda
7518289698
[Signature]