

2018-19

## MEMORANDUM OF UNDERSTANDING

### Don Bosco College, Kohima and YouthNet, Nagaland

The Memorandum of Understanding (MOU) is hereby made and entered into on the 29<sup>th</sup> May, 2018, between Don Bosco College, Kohima and YouthNet, Nagaland.

#### **Introduction**

The aim of this Memorandum of Understanding (MOU) is to set out the framework for the working relationship between Don Bosco College, Kohima and YouthNet, Nagaland.

The MOU is associated with Skill Development & Training, Job Orientation, Internship program and Placement.

The MOU sets out the roles and expresses the convergence of will between both organizations, a common line of action of training and the funding and sets out to shape the relationship between these two organizations and communicate clearly and unambiguously how each organization will successfully work together and alongside one another.

#### **Partners to the Memorandum**

**YouthNet** is a non-profit organization based in Nagaland. It is registered under the Registration of Societies Act 1895. YouthNet started in 2006.

**Don Bosco College** is a self-financed college, affiliated to Nagaland University, with 2f status from UGC. The college is run by Salesians of Don Bosco and it was established in 2015.

#### **Terms of the Memorandum**

YouthNet and Don Bosco College shall partner in imparting skill training to the college students who are pursuing their 6<sup>th</sup> Semester.

Each year new amendments, if needed, will form an integral part of this MOU through an addendum to this MOU, with terms and conditions as specified in this MOU. Any additions / deletions shall be laid out in the addendum, as per the understanding between both the parties.

#### **Guiding Principle for Work**

The MOU shall begin 29<sup>th</sup> May, 2018 and shall be considered for renewal on 28<sup>th</sup> May 2019. This term will be considered to be the pilot phase. The terms in this agreement may undergo a change during renewal, depending on the learning during this phase.

#### **Mobilization and Financials:**

Don Bosco College, Kohima

#### **Knowledge, Training and Placement Partner:**

YouthNet, Nagaland

## **Arbitration**

All disputes, differences or questions arising between the Parties in connection with this MOU, including but not limited to the construction of this MOU or the rights, duties or liabilities of either party, will be settled by arbitration. Arbitration of any dispute may be initiated by one party sending a written demand for arbitration to the other party.

This demand will specify the matter in dispute and request the appointment of an arbitration panel. The arbitration panel shall consist of one arbitrator, if both parties can agree on one arbitrator. Otherwise, each party shall appoint its arbitrator and the two appointed arbitrators should appoint the third arbitrator who shall act as a Presiding Officer.

The arbitration proceedings will be conducted in accordance with the Arbitration and Conciliation Act of India, 1996. The site of the arbitration will be in Kohima. All expenses of the arbitration shall be borne equally by the Parties, unless the arbitrators rule otherwise.

## **Jurisdiction**

Subject to above arbitration clause, the jurisdiction in the matter shall be subject to the courts in Kohima only.

## **Indemnity**

Don Bosco College shall indemnify and hold YouthNet harmless against any costs, claims etc. resulting from, caused by, relating to or arising out of its actions under this MOU including any negligent acts or omissions by the students in the classroom or in the field or otherwise as a result of the students failing to provide the appropriate training and / or any damage caused to YouthNet's properties or materials.

## **Notice of Termination**

This agreement shall be terminated by either party by giving a written notice of 30 days. On termination of this agreement, Don Bosco College or YouthNet shall have the right to terminate the agreement upon giving a month's notice and an opportunity to hear where:

Expiry or termination of this Agreement, whosoever occasioned, shall be without prejudice to rights and obligations occurred or incurred prior to the date of expiry or termination, and accounts between the parties shall be promptly settled.

## **Limitation of Liability**

In no event shall YouthNet or Don Bosco College be liable for any indirect, special, incidental or consequential damages, including but not limited to, loss of profit, loss of revenues or damages to any other organization.

## **Confidentiality**

Each party acknowledges that their confidential information constitutes valuable trade secrets and each party agrees that it shall use the confidential information of the other party solely in accordance with the provisions of this MOU and will not disclose or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent.

Each party agrees to exercise due care in protecting the confidential information from unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, (ii) obtained by the other party from third parties without restrictions on disclosure, (iii)

independently developed by the other party without reference to confidential information, or (iv) required to be disclosed by order of a court or other governmental entity.

In the event of actual threatened breach of the provisions of the above para, the non-breaching party will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual damage.

## Relationship

YouthNet and Don Bosco College are independent Parties. Nothing in this Agreement will be construed as creating an employer-employee relationship, partnership or joint venture, as a guarantee of future employment or projects, as a limitation upon Parties' sole discretion to terminate this Agreement at any time without cause, or as creating an exclusive relationship or minimum commitment.

Signed for and on behalf of Don Bosco College

Signature: .....

*Fr. P. Suresh*

Name: Fr. Dr. P. Suresh Innocent



Designation: Principal

Date: 29<sup>th</sup> May, 2018

Signed for and on behalf of YouthNet

Signature: .....

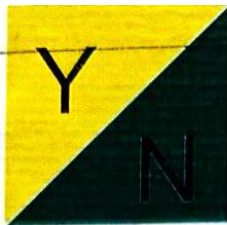
*Sevjelezo Putsure*

Name: Mr. Sevjelezo Putsure



Designation: Director

Date: 29<sup>th</sup> May, 2018



YouthNet

Billy Graham road, Near. Kohima College,  
Kohima - 797001, Nagaland, India.  
Regd. No: H/RS-4629 dated 02-02-2006

Ref. No.....

Date .....

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*The memorandum of Understanding (MOU) is hereby made and entered into on the 29<sup>th</sup> of May, 2018 between Don Bosco College, Kohima represented by Fr. Dr. P. Suresh Innocent SDB, Principal, Don Bosco College and YouthNet represented by Mr. Seyielezo Putsure, Director, YouthNet Nagaland.*

*YouthNet and Don Bosco College shall partner in imparting Employability Skill Development Training and followed by Job Placement to the college students who are pursuing their 6<sup>th</sup> Semester in the Institution.*

*The MOU sets out the roles and expresses the convergence of will between both organizations, a common line of action of training and the funding, and sets out to shape the relationship between the two organizations and communicate clearly and unambiguously how each organization will successfully work together and alongside one another.*

*The MOU shall begin in 29<sup>th</sup> May, 2018 and shall be considered for renewal on 28<sup>th</sup> May, 2019.*

  
(Mr. Seyielezo Putsure)  
Director, YouthNet Nagaland  
Kohima: Nagaland

*Fr. P. Suresh*  
(Fr. Dr. P. Suresh Innocent SDB)  
Principal, Don Bosco College,  
Kohima: Nagaland

