



AWOKE India™
एवोक इण्डिया



University of Lucknow

Patron



Prof. Alok Kumar Rai, Vice-Chancellor
University of Lucknow

Memorandum of Understanding
Between
Counselling and Guidance Cell
University of Lucknow
&
AWOKE India Group

Pravin Kumar Dwivedi

President
AWOKE India Group

Prof. Madhurima Pradhan

Director
Counselling and Guidance Cell
University of Lucknow

Date: 08th Feb, 2022, Tuesday

Time: 03:00PM-04:00PM



AWOKE India™
एवोक इण्डिया



University of Lucknow

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

COUNSELLING AND GUIDANCE CELL, UNIVERSITY OF LUCKNOW

Lucknow University Main Building, University Road, Babuganj,
Hasanganj, Lucknow, Uttar Pradesh 226007

AND

AWOKE India Group

E-3/35, Vijayipur, Vishesh Khand 3, Gomti Nagar, Lucknow

FOR SKILL DEVELOPMENT, OUTCOME-
BASED TRAINING, PLACEMENTS, INTERNSHIPS,
FINANCIAL LITERACY, AND INVESTOR
EDUCATION AWARENESS

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called the 'MOU') is entered into on this 08th day of February, 2022 by and between COUNSELLING AND GUIDANCE CELL, UNIVERSITY OF LUCKNOW, (hereinafter called as the 'CGC, LU First Party) situated at LUCKNOW, (UTTAR PRADESH)

And

"AWOKE India Group" (AIG) represented by AWOKE India Foundation (a not-for-profit sec 8 company), the only SEBI recognized Investor Association in UP&AWOKE India Consultants Pvt Ltd (a Training & Consulting company), E-3/35, Vishesh Khand, Gomti Nagar, Lucknow - 226010 represented by Mr. Pravin Kumar Dwivedi, President-AWOKE India Group which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigned, hereinafter called as the Other Party;

The aforesaid university and organization are hereinafter referred to collectively as 'The Parties' and individually as 'The First Party' and 'The Second Party' respectively.

WHEREAS:

The Parties-

- Believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.
- Intend to cooperate and focus their efforts on cooperation with an area of skill development, outcome-based training, placements, audit and accounts internships, financial literacy, and investor education.
- Being legal entities, desire to sign this MOU to advance their mutual interests.

The Second Party-

- A) Is engaged in working towards empowered and awakened communities. It focuses on financial literacy, Industry-ready financial education, Investor education, investor protection, Skill Development, Entrepreneurship Development, and imparting financial and investing knowledge for wealth creation, thereby instilling a positive attitude towards prosperity amongst participants.

- B) Has been relentlessly working towards reaching out to all the segments of society in its pursuit to train and skill them especially in the core area of financial acumen and capacity building. AIG works to strengthen individuals' skills and enable enterprises to scale greater heights through effective utilization of money, thus strengthening financial immunity and all-around development of beneficiaries. AWOKE India has been hosting its flagship annual conference "India Financial Literacy Conclave" (IFLC) every year since 2018 at Lucknow.
- C) Has been facilitating/conducting financial literacy and awareness programs, education initiatives, skill development & Entrepreneurship training programs besides social campaigns through seminars, training, workshops, conferences, etc. AIG provides an opportunity for faculty and students to become part or members of "Investors Association (IA)", the only SEBI Recognized IA in Uttar Pradesh. As per the member's interest, they can get consultancy in various fields of finance, accounts, taxation, capital markets, BFSI Sector, etc. and internship/research/projects opportunities in such fields to students thereby achieving goals of social awareness and wealth creation.
- D) provides a platform for the youth to be the member of the Youngsters' Finance Forum (YFF) which is a body for youth, promoting & protecting the rights of youth investors and helping them build strong financial acumen for success in their wealth creation efforts either in the job or entrepreneurship. Youngster Finance Forum (YFF) has comprehensive programs and initiatives, the details of which can be shared on request.
- E) is also a credit counseling institution (CCI) with SIDBI and has actively collaborated in setting up "Swavalamban Club" for the youth in one of the universities in Lucknow.

OBJECTIVES & JOINT Responsibilities:

- Design, develop and deliver programs which in turn will lead to professional courses as per the industry requirements and make aspirants employable.
- Faculty Development programs (FDP) for teachers & staff.
- Enhancing skills of students/aspirants through internship and vocational training.
- Assist the students in establishing various start-ups.
- Arrange the placement of trained students.
- Technical workshops/ promotional workshops within the scope of the MoU.
- Assessment of the course outcomes shall be carried out jointly by both parties.
- Marketing & mobilization of the students shall be carried out jointly as per mutually agreed terms
- Promotion for the programs undertaken shall be advertised/ propagated through the respective websites of the parties

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES OUTLINED IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1
CO-OPERATION

The roles for both the parties would be:

Role of The First Party -CGC, University of Lucknow:

The First Party-

- will create a tentative calendar for programs on training, skill developments, and career guidance of the students especially those aspiring to a career in the field of finance.
- will ensure the availability of space for scheduled training, seminars, workshops, conference, etc. for the stated goals at a mutually convenient schedule.
- The interested students from the campus of the First Party may be allowed to undertake an internship, research programs, and projects with due approval from the respective Head of Department.
- will allow industry internships, with the group companies of the second party or other relevant industries as per the needs on the recommendation of the Second Party.
- will allow industry experts and consultants of the second party to provide periodic career guidance to help students develop employability skills.
- will consider the utility of FDPs to be organized by the industry experts and trainers pool available with The Second Party
- shall nominate a coordinator as a point of contact (POC) for the second party for the proper operation of MoU.

Role of The Second Party - AWAKE India Group:

The Second Party undertakes to

- Provide regular training and skill building sessions to the students in the stated areas of expertise.
- Provide opportunities to the students for internship with the group companies of the Second Party or the industries/organizations in its network.

- Impart Financial Literacy & education sessions to students with certification for making them industry-ready.
- ensure program information to be available to all the stakeholders of the First party.
- organize career counseling sessions from time to time.
- provide industry exposure and practical on-the-ground learning opportunities to students in the emerging areas of finance viz. Fintech, Commodities, Derivatives, Currency, Blockchain, Cyber Security, etc.
- market the programs to make them successful.

CLAUSE 2

SCOPE OF THE MOU

2.1 The budding graduates from the universities/Colleges/institutes can play a key role in technological up-gradation, innovation, and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge with special focus in the areas of finance skills to develop an attitude to prosperity and wealth creation.

2.2 AIG, LKO, and CGC, LU interaction will give an insight into the latest developments/requirements of the industries; the second party to permit the Faculty and Students of the University of Lucknow to visit its group organizations and also provide necessary help in organizing workshops/conferences and personality development programs for the enhancement of skills in teaching & non-teaching staff and students of the university.

2.3 Research and Development: Both parties agree to carry out joint research activities in the field of financial literacy and inclusion. The second party has its Facebook page <https://www.facebook.com> and a vibrant website www.awokeindia.com which offers a lot of articles, information, and counseling platforms for all professionals. AIG will help students of the University of Lucknow with proper information and support through phone, email, and websites. They will support students & professionals also with the latest information about the government's beneficial schemes.

2.4 Skill Development Programs: AIG, LKO will train the students of the University of Lucknow on emerging technologies to bridge the skill gaps and make them industry-ready. AIG provides an opportunity to offer innovative ideas, exchange thoughts and opinions with other like-minded professionals and academicians.

2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the programs on the specified herein.

2.6 This Agreement places no financial obligations or supplementary funding commitments on either Party. All the activities will be defined through separate program agreements that detail the commitment of resources (financial or otherwise) required by the two Institutes CGC, LU, and AWOKE India Group.

All the subsequent program agreements and their operational modalities, financial encumbrance must be approved in writing by the authorized representatives of each institution.

CLAUSE 3

TERMS AND TERMINATION

3.1 This Memorandum of Understanding shall be effective from the date of signing by both parties for a period of one year.

3.2 This agreement may be amended/ renewed on terms and conditions mutually agreed upon by both Parties. However, any amendment/ extension of this agreement shall be executed by the mutual consent of the parties before the expiry of this agreement.

3.3 Either Party may terminate this agreement at any time by giving the other Party, thirty (30) days' notices in writing of its intention to do so. Parties shall fulfill their obligation till the date of termination and during the notice period.

3.4 Notwithstanding any other provisions herein contained, and without prejudice to any other rights such party serving notice may have, either party may forthwith terminate this agreement by written notice to the other if any of the following events shall occur:

- (a) if either party commits any breach of the terms or conditions of this agreement including the terms, conditions, and provisions hereto and fails to remedy such breach (or in so far as such breach is not capable of remedy to furnish adequate compensation, therefore) within Seven (7) days after receiving written notice requiring it so to do;
- (b) Either party is bankrupt or insolvent, or bankruptcy or insolvency proceedings are instituted against a party, and the proceeding is not dismissed within forty-five (45) days after commencement.

3.4 The parties should strictly adhere to the terms and provisions of this contract and observe the contract in good faith. Unintentional omission or negligence shall not be a defense against termination.

CLAUSE 4

RELATIONSHIP BETWEEN THE PARTIES

4.1 It is expressly agreed that the Parties are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be constructed 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 represented 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, pledge the other Party's credit, or extend credit on behalf of the other Party.

CLAUSE 5

INTELLECTUAL PROPERTY RIGHTS

Either party must protect the other party's trademark or trade name and/or copy of the other party's material for use without the prior written approval of the other party. Each party shall not use or claim any right, title, interest over the trademark, copyright, trade secret, or other intellectual property rights of another party.

CLAUSE 6

LIMITATION OF LIABILITY

In no event shall either party be liable for, and either party hereby waives the right to claim any, indirect, special, incidental, or consequential damages (including lost profits) directly or indirectly relating to or arising out of the breach of this Agreement, regardless of the form of action, whether in contract, tort, strict liability, or otherwise, and whether or not such damages were foreseen or unforeseen, even if either party has been advised of the possibility thereof.

CLAUSE 7

GOVERNING LAWS

The terms and provisions of this Agreement and any disputes or claims relating to this Agreement shall be governed by, interpreted, and construed by the laws of India, and the courts situated in Lucknow, India shall have exclusive jurisdiction over the matters hereof.

CLAUSE 8

INDEMNITY

Each Party shall indemnify and hold harmless other and its officer from all losses, damages, claim, expenses arising out of breach of warranty or representation or breach of terms and condition of this agreement on the part of Indemnifying party or its officer or any liability arising out of negligence or misconduct of the Indemnifying Party or its employees.

CLAUSE 9

NOTICES

- 9.1 Form of Notice: All notices including notice of termination, requests, claims, demands, and other communications between the parties shall be in writing.
- 9.2 Any party may change its address for such communications by giving notice to the other party in conformity with this section.

CLAUSE 10

FORCE MAJEURE

If any party fails to perform its obligations under this Agreement because of acts of God, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile government action, civil commotion, telecommunications failure (including, without limitation, Internet failures), fires or other casualty or causes beyond the reasonable control of the party obligated to perform, then that Party's performance shall be excused provided that such Party notifies the other Party as soon as practicable of the existence of such condition and uses its best efforts to resume performance expeditiously.

CLAUSE 11

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement of the parties concerning its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements, or conditions, express or implied, written or oral, between the parties.

CLAUSE 12

UNDERSTOOD, AGREED, AND APPROVED

Both the parties have carefully reviewed this contract and agree to and accept all of its terms and conditions. Both the parties are executing this Agreement as of the Effective Date above.

CLAUSE 13

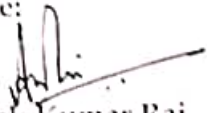
WAIVER OF RIGHTS

A failure or delay in exercising any right, power, or privilege in respect of this agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power, or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.


IN WITNESS WHEREOF BOTH THE PARTIES HAVE SIGNED THIS MEMORANDUM OF UNDERSTANDING ON THE DAY AND DATE FIRST ABOVE WRITTEN:

For The University of Lucknow


Signature:


Prof. Alok Kumar Rai
(Vice Chancellor, University of Lucknow)

Witness 1:



Prof. Rakesh Chandra
(Dean of Academics
University of Lucknow)

Witness 2:

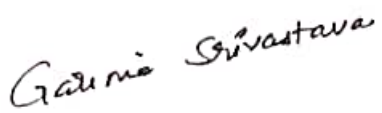

Prof. Madhurima Pradhan
(Director, Counseling & Guidance Cell,
University of Lucknow)

For AWOKI India Group

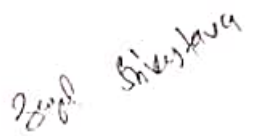
Signature:


Mr. Pravin Dwivedi
(President, AWOKI India Group,
Lucknow)

Witness 1:


Ms. Garima Srivastava
(Head of Training & HR,
AWOKI India Group, Lucknow)

Witness 2:


Sajal Srivastava
(Head, Social media,
AWOKI India Group, Lucknow)