

Memorandum of Understanding

This Memorandum of Understanding is made on thisday of 2024,
at the Directorate of School Education, Government of Mizoram, Education Centre,
Treasury Square, Aizawl, Mizoram- 796001, India

Between

The Governor of Mizoram represented by the Director, The Directorate of School Education, Government of Mizoram, Education Centre, Treasury Square, Aizawl, Mizoram- 796001, India, (which shall mean and include its successors and permitted assigns) hereinafter referred to as First Party.

AND

North Eastern Development Finance Corporation (NEDFi), NEDFi House, G.S Road, Dispur, Guwahati-781006, hereinafter referred to as “NEDFi” represented by Chairman and Managing Director or his representative, which shall mean and include its successors and permitted assigns herein after referred to as Second Party.

First party and Second party are herein collectively referred to as “Parties” and individually as “Party”

WHEREAS

The objective of the MoU is collaboration between the Directorate of School Education, Government of Mizoram and Advancing North East initiative implemented by NEDFi and funded by the North Eastern Council (NEC), Ministry of Development of North Eastern Region (MDoNER). The MoU is expected to elucidate on providing mentoring support, sensitizing various career opportunities and creating in-house pool of resources for the students studying in schools run by the first party. NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES IS AS FOLLOWS:-

1. Objectives of the Partnership:

- To make career mentoring services accessible to student of secondary & sr. secondary schools under the first party.
- To connect the government school students of Mizoram with career & livelihood ecosystem.
- To build an in-house pool of resources for the first party, Mizoram by developing teachers as Career Mentor
- To develop a low-cost sustainable model of career mentoring at the schools of Mizoram.

2. Implementation Approach:

- Establishment of career corner in the secondary and senior secondary schools under the first party.
- Use of digital tools for career mentoring
- Virtual mentoring by industry experts in both English and vernacular language.
- Development of teachers as career mentors.

3. Implementation Programmes:

a. Establishment of career corner at school level:

- Setting up of Career Corner/Career Notice Board at prominent location of the school premises that can be easily accessed by the students.
- Content for the Career Corner shall be regularly provided under the Advancing North East initiative in the form of soft copy
- Management of the career corner by identified teacher at school level
- Encouragement to the students by the school authority to regularly visit career corner
- Encourage student participation in developing and disseminating career related content

b. Use of digital tools for Career Mentoring

- Free of cost access of the students to the One Stop Solution Career Portal of the second party and Ministry of DoNER titled “Advancing North East”
- Use of Career Handbook by the mentors for mentoring of students

c. Virtual Mentoring by Industry Experts:

- Creation of Digital Library of mentoring in the audio-visual form in vernacular as well as in English medium which can be accessed free of cost.
- Live webinars with industry experts

d. Development of teachers as career mentors:

- Nominated teachers will initially be trained through UNICEF's UniLearn programme to develop them as certified career guide.
- 3-days physical workshop will be organized by the second party, wherein nominated teachers will be trained by experts subject to fund availability.

4. Roles and responsibility of First party :

The first party shall be expected to undertake:

- a. Identification / nomination of teachers to facilitate the programme at schools.
- b. Notification to schools to implement the various programme components.
- c. Periodic review and monitoring of the programme implemented at schools.
- d. Recognition of best mentors.

5. Roles and responsibilities of the Second party :

- a. Regular update of career corners
- b. Dissemination of career information
- c. Creation of audio-visual career content and digital mentoring library
- d. Organization of live career mentoring sessions depending upon digital infrastructure available at schools
- e. Capacity building of teachers as career mentors.

6. Duration of Partnership :

The total duration of the MoU will be for 1 year, effective from signing of MoU.

Non-Exclusivity

The relationship of the parties under this MOU shall be non-exclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. The First party and second party processes and guidelines remain paramount and nothing under this MOU shall supersede those provisions.

Validity and Termination

This MOU is for I year from the date of signing of the MOU and may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 30 days prior written notice to the other party.

Assignment

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

Force Majeure

Definition (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies. (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder. (c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

Confidentiality

For the purposes of this MOU, “Confidential Information” means information that:

- a) is by its nature confidential,
- b) is designated by the parties as confidential, or
- c) the parties know or ought to know is confidential and includes without limitation the terms of this MOU and all information about the parties, their employees, agents, policies and operations which is made available or which

becomes known during the term of this MOU or as a result of executing this MOU.

But does not include information which:

- a) is or comes within public knowledge other than by breach of this agreement; or
- b) has been independently developed or acquired by either party.

The parties may exchange Confidential Information relevant to proposed Projects.

- a) Each party undertakes to treat as confidential all Confidential Information obtained from the other party and undertakes not to divulge any Confidential Information to any person without first obtaining the consent of the other party in writing; unless so required by law.
- b) Each Party will take such reasonable steps to provide for the safe custody of any and all Confidential Information its possession and to prevent unauthorized access thereto or use thereof.

At any time upon the written request of a party, the other party must return any documents which embody Confidential Information and must not keep any copies in any form

Dispute resolution:-

Should any dispute between any of the parties arise in the matter relating to this MOU, the same will be referred to the Director, Directorate of School Education, Government of Mizoram and Chairman & Managing Director, NEDFi, and both parties will settle their dispute amicably

Amendment

Amendments to this MOU may be made at any time through the mutual written consent by the parties concerned.

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

a) For and on behalf of [Directorate of School Education, Govt of Mizoram]

b) For and on behalf of North Eastern Development Finance Corporation Limited (NEDFi)

Director, Directorate of School Education

Aizawl, Mizoram, 796001

Executive Director, NEDFi or his representative

NEDFi House, G.S Road, Dispur, Guwahati-781006.

Witness:

Name: _____

Signature: _____

Address: _____

Name: _____

Signature: _____

Address: _____

Witness:

Name: _____

Signature: _____

Address: _____

Name: _____

Signature: _____

Address: _____