Memorandum of Understanding

between

GUJARAT TECHNOLOGICAL UNIVERSITY (GTU) (Ahmedabad, INDIA)

And

Society for Creation of Opportunity through Proficiency in English (SCOPE) (Ahmedabad, INDIA)

Memorandum of Understanding

This MOU, made at Ahmedabad/Gandhinagar effective this 4th Feb., 2020 is entered in to

By and between

Society for Creation of Opportunity through Proficiency in English (SCOPE), a society set up under the Indian Societies Registration Act 1860 and fully supported by the Government of Gujarat and having its head office at KCG campus, Opp. PRL, Near LD College of Engineering, Navrangpura, Ahmedabad (herein after referred to as "SCOPE" which expression shall unless, repugnant to the subject or context thereof; include its successors ad assigns) of the FIRST PART

AND

Gujarat Technological University (GTU), a university setup by Gujarat Technological University Act, 2007, having its office at Nr. Vishwakarma Government Engineering College, Nr.Visat Three Roads, Visat - Gandhinagar Highway, Chandkheda, Ahmedabad – 382424 (herein after referred to as "GTU" which expression shall unless, repugnant to the subject or context thereof; include its successors and assigns) of the SECOND PART

The expressions “SCOPE” and “GTU” shall hereinafter collectively be referred to as “Parties”.

WHEREAS all the parties strive towards promoting and spawning English language proficiency in Management, Computer, Engineering, Pharmacy, and other discipline students of Gujarat to make them globally competitive and come together for voluntarily support to fulfil this mission and with assigned individual roles and responsibilities.
NOW THEREFORE
In consideration of the foregoing premises and the covenants and obligations set forth in this MoU, the parties hereby agree as follows:

Roles and Responsibilities:

GTU:

1. Based on the MoU, GTU may communicate to its affiliated institutes regarding the SCOPE’s English training program with the necessary details in form of program brochure provided by SCOPE through the circular on GTU website.

2. The program brochure may contain all necessary details like the contents of the program, mode of delivery, requisites at the institutes, associated cost etc.

3. GTU shall provide the list and contact details of all its affiliated institute to SCOPE authority to contact for training program and GTU shall give charge to an employee of respective college as SCOPE coordinator.

4. GTU affiliated colleges may have financial /operational liabilities at any stage of the agreement as well as execution of the training program.

5. Respective colleges will ensure the infrastructural facilities to conduct training at respective institutes.

SCOPE:

1. SCOPE has a tie up with Cambridge English Language Assessment, part of the University of Cambridge, UK and is imparting training as per CEFR (Common European Framework of Reference), with following levels certified by Association of Language Tester in Europe (ALTE) : Association of Language testers in Europe

   C2 [ALTE 5]
   C1 [ALTE 4]
   B2 [ALTE 3]
   B1 [ALTE2]
   A2 [ALTE1]
   A1 [ALTE BREAKTHROUGH]

SCOPE conducts the following exams at all the above levels:

CPT (Cambridge Placement Test) – A1 to C2 levels
Linguaskill (Subject to MOU With Cambridge )
2. The interested students and faculties may appear for SCOPE exam. An applicable exam fees per candidate will be charged by SCOPE as per the norms for assessment and certification. In case any college wants to receive full 60 to 90 hours training, they can contact SCOPE. SCOPE will assign its Zonal Training Partners and the colleges are bound to pay the prevalent fee per candidate to SCOPE.

SCOPE shall initiate and close the financial negotiations as well as do the transactions directly with the interested institutes of GTU in which, GTU shall not be involved at any stage.

3. All the liaison with Cambridge English regarding interim training in between the year, conduction of exam, distribution of hall tickets, exam schedule and the arrangement of certificates for pass out candidates shall be done by SCOPE. SCOPE coordinator (Who has been given charge) shall coordinate with the concerned exam agency for smooth conduction of the exam.

4. SCOPE agrees to provide cost free English Language training and relevant examination to 30 faculties from each of 5 zones of GTU (one faculty from one college).

Thus, SCOPE will be imparting cost free BULATS training to 150 faculties of GTU from 5 zones. The purpose of imparting this training is to develop a cascading mode of teaching i.e. the faculties will teach the students of their respective college who will be appearing for OAS (Open Assessment Scheme). The infrastructural facility, TA DA and all other operational part shall be solely in the purview of GTU/GTU affiliated institute. GTU will ensure that the colleges registered as SCOPE centre will be enrolling maximum number of students for SCOPE exams per year.

Modalities:

1. In order to impart training at the college premises located across Gujarat Including the remotest areas, SCOPE suggests the following:

   a. GTU would be SCOPE’s special project partner.

   b. GTU would promote SCOPE Programme to their affiliated colleges & register them as exam center. However, those colleges who are already registered with SCOPE need not to register again.

   c. The Government or Grant-in-aid colleges need not pay any amount as registration fee. Once registered as SCOPE centres, they will get all benefits of a registered centres and incentives.

2. Amendments in the fee structure, as approved by Executive Committee of SCOPE, will be applicable for all colleges time to time.

3. All the programs offered by SCOPE shall be purely non-mandatory for the students of GTU and the programs shall not have any acquaintances with the academic requirements of award of degree.
Period:

This MoU is for a period of 3 years starting from Date: 4/02/2020. Renewal thereafter will be on mutual consent at same or different set of conditions.

Notices:

1. Both the parties have the right to terminate this MoU anytime by serving a prior notice of 2 months.
2. Notices shall be in writing and shall be deemed to have been received if delivered in person, on the same day; if sent by facsimile (followed by mailing of the original), 24 hours after transmission; if sent by internationally recognized courier service, three (3) days after deposit with the courier; or if sent by registered mail, five (5) days after deposit into the mail system, in each case to the address set forth in the preamble to this MoU and as follows:
   
   If to SCOPE:                        Attention: CEO
   If to GTU:                          Attention: VC

3. The Parties agree that any disputes arising under this MoU shall be subject to the jurisdiction of the Courts at Ahmedabad and that this MoU shall be construed according to and subject to the laws of India. The parties further stipulate that any dispute with regard to the interpretation of any term of this MoU, or with to any rights or liabilities of the parties arising out of this MoU, or in any way connected with this MoU shall be referred to arbitration of a sole arbitrator to be appointed mutually by parties. The arbitration proceeding shall be held at Ahmedabad under Arbitration and Conciliation Act 1996. If any provision of this MoU is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

4. Any changes to above MOU can be made during the period of agreement with mutual consent and endorsement.

IN WITNESS WHEREOF THE PARTIES TO THIS MoU HAVE SET THEIR RESPECTIVE HANDS ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN.

Signed and Delivered by:

Mr. M. NAGARAJAN, IAS
CEO, SCOPE & Director, Higher Education

Prof. (Dr.) Navin Sheth
Vice Chancellor, GTU