MEMORANDUM OF UNDERSTANDING

(Hereinafter referred to as "the MOU")

between

CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT,

(Hereinafter referred to as "CUTM")

(Herein represented by the President of CUTM, India)

and

THE REPUBLIC OF ZIMBABWE (Hereinafter referred to as "the ROZ")

Herein represented by

THE PRESIDENTIAL AND NATIONAL SCHOLARSHIPS DEPARTMENT

(Hereinafter referred to as "the PaNSD")

(Herein represented by the Deputy Chief Secretary to the President and Cabinet)

concerning

THE PROVISION OF SCHOLARSHIPS TO ZIMBABWEAN STUDENTS AND PROFESSIONALS

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BACKGROUND

Skills Training can create Economic Opportunities and Inspire Hope.

The ROZ finds itself at a pivotal moment in its economic evolution. The adoption of innovative business practices and the nurturing of an entrepreneurial ethos are essential for realising its full potential. By championing skills and entrepreneurship, leveraging technology, empowering small and medium enterprises, and encouraging collaboration, the ROZ can forge a path toward sustainable economic advancement, job creation, and enhanced quality of life for its populace. The present moment calls for Zimbabweans to adopt this transformative perspective and grasp the myriad opportunities that await.

Skills are also the empowerment tools the disadvantaged can use to fight poverty and inequality. Skills enhance their chances of getting better jobs, which also can improve their earning capacity and increase their self-sufficiency. This shall in turn improve their food security, livelihoods and living standards. By equipping citizens with the tools to lead, solve problems and navigate the complexities of the modern world, the Government is convinced that the ROZ shall lay the foundation for a future brimming with innovation and economic prosperity.

CUTM has distinguished itself over the past fifteen years as the premier destination for aspiring professionals, both in India and beyond, thanks to its unwavering dedication to innovation, academic excellence, and comprehensive development. In a world where skills acquisition is essential for tackling intricate global issues, CUTM shines brightly as a sanctuary for students and professionals eager to attain top-tier skills education. Its steadfast commitment to academic distinction and the cultivation of a future-ready workforce has earned it the esteemed title of India's No. 1 Skills University, as recognised by the renowned Outlook-ICARE University Rankings 2024.

Proposed Partnership: CUTM takes pride and is inspired by the ROZ's progressive approach to education. CUTM, through this MOU, shall be pleased to provide students/professionals from Zimbabwe with hands-on learning experiences, industry-relevant curriculum, and cutting-edge research opportunities. The institution's state-of-the-art laboratories and technology-infused classrooms create an optimal setting to help cultivate innovation and critical thinking skills.

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PREAMBLE

WHEREAS CUTM and the PaNSD (hereinafter jointly referred to as "the Parties", and in the singular as "the Party"), intend to enter into this MOU from a mutual interest in nurturing academic talent, fostering innovation, entrepreneurship and expanding horizons for the less privileged Zimbabwean students and professionals who intend to pursue Skills Programmes at the esteemed University, which collaboration aligns with the broader objectives and goals of the Parties;

ACKNOWLEDGING that the PaNSD is a Department in the Office of the President and Cabinet responsible for negotiating, coordinating, promoting and administering Presidential and National Scholarships in the ROZ;

COGNISANT that CUTM is a State Private University in Odisha-India engaged in imparting specialised skills-based education in the fields of Engineering, Marine, Agriculture, Computing, Textile Technology, Management, Veterinary, Fisheries, and Sciences;

INTENDING that the PaNSD works with CUTM, which has already contributed a lot in the area of higher education and skills in Odisha-India and to engage local Universities or Institutes and other such organisations in the ROZ to facilitate skilling of students/professionals, the exchange of academic materials, best practices, curricular enhancements, research and development and other academic pursuits in mutual interest;

NOW THEREFORE, the Parties hereby agree as follows:

ARTICLE 1 OBJECTIVES

The primary goals of the MOU are to ensure that Zimbabwean students and professionals gain access to high-quality skilling programmes and to foster innovation and entrepreneurship through the exchange of skills both by theoretical and practical learning. Following extensive discussions, the Parties acknowledge the imperative for tailored training initiatives aimed at enhancing skills development and capacity building within the ROZ.

ARTICLE 2 SCOPE

CUTM shall work in collaboration with the PaNSD in the following areas:

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- a) Provision of admission of students and professionals from the PaNSD into the Skills Training Programmes identified at CUTM in terms of skills deficiencies and requirements presented by the PaNSD;
- b) CUTM shall undertake skills training, facilitate the exchange of academic materials, best practices, and curricula enhancements to ensure Zimbabwean students' success, assimilation, and holistic growth within the University's environment;
- c) CUTM shall create an inclusive environment that promotes the cultural and social integration of Zimbabwean students and professionals, ensuring their safety, comfort and overall well-being;
- d) The Parties shall collaborate on joint skilling and research opportunities, setting up skills facilities, train trainers on a variety of skills programmes, and promote students' educational and cultural exchanges from CUTM and identified Universities in the ROZ; and
- e) The Parties shall jointly design and submit a detailed proposal depending upon the requirements of the PaNSD for each specific activity and the agreed terms therein shall be annexed and form part of this MOU.

ARTICLE 3 ADMISSION/SELECTION PROCESS

- 3.1 CUTM shall provide access to quality skills and higher education to Zimbabwean Scholarship candidates, in a variety of fields including fields of Engineering, Marine, Agriculture, Computing, Textile Technology, Management, Veterinary, Fisheries, and Sciences.
- 3.2 CUTM shall offer a fee structure that includes academic tuition fees, caters for hostel accommodation, food, electricity, water, incidentals, study materials, lab and infrastructure fees and other related charges for students/professionals enrolled for the academic year and shall remain consistent throughout the course duration.
- 3.3 The admission of the students and professionals shall be made following the prescribed eligibility conditions and other guidelines prescribed by CUTM and the decision of the PaNSD shall be final concerning all matters relating to the admission of students including the award of Scholarships.

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- 3.4 The Scheme shall be offered exclusively to students and professionals from the ROZ and administered through the PaNSD in the Office of the President and Cabinet.
- 3.5 The Parties shall jointly promote these Scholarships for students/professionals from the ROZ.
- **3.6** The administrative and logistical arrangements on Train of Trainers and professionals shall be contained in **Appendices I and II.**

ARTICLE 4 PAYMENT SCHEDULE

The PaNSD and its sponsors shall remit the agreed payment for the tuition, accommodation, registration, electricity and maintenance fees for wear and tear items (mattresses, bedsheets, laundry, uniforms, books, buckets, locks, and mugs), within the academic year of study. For professional training where the period of study is shorter than a year payment shall be made in advance before commencement of studies. All fees shall be quoted in the United States Dollar, but remitted in the Indian Rupee based on the exchange rate of the day on which the fee is remitted into the University's bank account provided on the invoice.

ARTICLE 5 ANNUAL RECONCILIATION

The Parties agree to conduct an annual reconciliation to settle any discrepancies in payments, charges, or fees.

ARTICLE 6 REFUND POLICY

The admission of a student whose course fee has already been received by the University shall be considered as a confirmed admission and no refund shall be made if the student/professional voluntarily withdraws from the course. If circumstances indicate beyond doubt that the student/professional has been compelled to withdraw, the Parties or its sponsors shall agree on refund modalities on a mutual win-win basis. However, the hostel fees shall be refunded proportionally.

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ARTICLE 7 CONDITIONS UNDER THE MOU

This MOU is subject to mutual agreement on the following:

- a) Scholarships arrangements offered to the PaNSD by its sponsors and payments to CUTM by the PaNSD or its sponsors;
- b) Agreed areas or programmes for skills development as proposed by CUTM and agreed upon by the PaNSD;
- c) Satisfactory students facilities available at CUTM inclusive of health and accommodation;
- d) Maintenance of education standards in line with international benchmarks;
- e) Exposure of students to practical, industrial contact and attachments;
- f) Participation of the PaNSD Scholarship students and professionals in guided and mentored start-ups by CUTM and support to students/professionals whose proposals/start-ups have the potential to yield patents and or registered copyrights; and
- g) Integration of the students or professionals into the university's environment.

ARTICLE 8 ENTRY INTO FORCE AND DURATION OF THE MOU

- 8.1This MOU shall enter into force on the date of its signature by the Parties or if not signed simultaneously, on the date of the last signature.
- 8.2This MOU shall be valid for five (5) years from the date of signature and may be renewed by the Parties for similar periods in writing.

ARTICLE 9 TERMINATION OF THE MOU

Termination of this MOU shall occur in either of the following ways:

a) This MOU shall be terminated through mutual consent, by either Party giving a written notice to the other Party.

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- b) If a Party is in prolonged breach of the MOU exceeding three (3) months after being notified of the breach, the other Party shall initiate the termination process.
- c) If either Party ceases to exist as a legal entity with the result that it is unable to perform its obligations under this MOU.

ARTICLE 10 NOTICE PERIOD OF TERMINATION

The applicable notice period of termination under this MOU shall be three (3) months written notice.

ARTICLE 11 CONSEQUENCES OF TERMINATION

Any contracts and/or undertakings concluded or commenced during the subsistence of the MOU shall be fulfilled following the provisions of such contracts or undertakings notwithstanding the termination of this MOU. In case of termination, for any reason, the enrolled students shall continue until they complete their studies.

ARTICLE 12 GOVERNING LAWS

This MOU shall be governed and construed in terms of the laws of the Parties, with the law applicable to any given situation determined by the location of the activities giving rise to the need for interpretation.

ARTICLE 13 BREACH OF MOU

Any breach of the provisions of this MOU by a Party which results in financial or material prejudice to the other Party shall bind the offending Party to make good such prejudice.

ARTICLE 14 VIS MAJOR

The Parties to this MOU shall be excused from specific performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to force majeure which shall include, but

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not be limited to the following; riots, floods, terrorism, natural disasters, wars and acts of God.

ARTICLE 15 AMENDMENTS

The Parties may, after a written request by either Party amend this MOU, upon agreement. Proposals for amendments shall specify the Articles to be amended along with justifications and amendments, which shall only enter into force upon being executed in writing by the Parties.

ARTICLE 16 DISPUTE SETTLEMENT

Any dispute arising out of this MOU shall be settled amicably through negotiations, and discussions by the Parties. Negotiations and discussions, failing which, such disputes shall be settled through diplomatic channels.

ARTICLE 17 CONFIDENTIALITY

- 17.1All information accessed by either Party to this MOU shall be treated as confidential unless a Party gives its written consent waiving its claim to the confidential nature of such information.
- 17.2A breach of this confidentiality Clause shall allow the affected Party the right to withdraw from this MOU after giving the other Party fourteen (14) days written notice.

ARTICLE 18 ADDRESS FOR SERVICE

Each Party shall appoint two (2) focal persons who shall deal on behalf of the concerned institution, with all matters relating to this MOU and the names and addresses of the designated focal persons are given hereunder.

On behalf of CUTM

1. The Director International Relationships and Government Partnerships Centurion University of Technology and Management,

Ms. Monalisha Ghosh

Ramchandrapur, P.O: Jatni, Bhubaneswar - 752050,

Dist: Khordha, Odisha, India Contact: +919599022353

Email Address: monalisha.gosh@ctum.ac.in, president@cutm.ac.in

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On behalf of the PaNSD

The Chief Director
 Presidential and National Scholarships Department
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 Harare, Zimbabwe
 Contact Details: +263 242 793472

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Email:- pspzimbabwe@gmail.com

ARTICLE 17 ENTIRE MOU

The following documents constitute the entire understanding between the Parties hereto and any warranties or guarantees, promises, waivers, express or implied shall be deemed void and excluded unless reduced in writing in a binding agreement signed by the duly authorised representatives of the Parties:

- (a) The MOU; and
- (b) The following Appendices attached to the MOU:
 - i. Appendix 1: (Terms of Engagement Establishment of Cross-Border Skill and Development Programme and Capacity Building for Working Professionals from the ROZ); and
 - *ii.* Appendix 2: (Terms of Engagement Post Training Support and Lab Establishment in the ROZ).

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IN WITNESS WHEREOF, the undersigned being the duly nominated and authorised representatives of the Parties have signed this MOU.

THUS DONE AND SIGNED at Centurion University the day of November 2024, in duplicate in the English language.

(For CUTM)

DR AJAY NAYAK Pro-Vice Chancellor Centurion University of Technology and Management, India (For the PaNSD)

MR Z. R. CHURU

Deputy Chief Secretary to the President and Cabinet

Harare

THE REPUBLIC OF ZIMBABWE

AS WITNESSES

1. MONALISHA GHOSH 1. DR WADZANAI KACHERE

(Signature)

APPENDIX I

TERMS OF ENGAGEMENT

(Hereinafter referred to as "the TOE")

for

THE ESTABLISHMENT OF CROSS-BORDER SKILLS AND DEVELOPMENT PROGRAMME AND CAPACITY BUILDING FOR WORKING PROFESSIONALS FROM THE ROZ

between

CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT,

(Hereinafter referred to as "CUTM")

(Herein represented by the President of Centurion University of Technology and Management, India)

and

THE REPUBLIC OF ZIMBABWE

(Hereinafter referred to as "the ROZ")

Herein represented by

THE PRESIDENTIAL AND NATIONAL SCHOLARSHIPS DEPARTMENT

(Hereinafter referred to as "the PaNSD")

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NOW THEREFORE, concurrently with the MOU, the Parties have agreed to the following:

1. Objective

The Parties after deliberation recognise the need for specialised training programmes in the fields of Transformers, Electric Vehicles (EV), AgriTech and Apparel/Textile Technology to facilitate Skills Development and Capacity Building in the ROZ. The course is based on "Training for Trainers", and is meant for working professionals only.

2. Training Programme Structure and Support Framework

Courses Offered 2.1

CUTM shall offer four (4) courses:

- 1. Transformer Technology;
- 2. Electric Vehicle Technology;
- 3. AgriTech; and
- 4. Apparel Manufacturing /Textile Technology.

2.2 **Training Duration**

Each course shall have a duration of six (6) months, consisting of two (2) months of theoretical classes followed by four (4) months of on-ground practical exposure, internship and training.

2.3 **Enrolment Criteria**

The PaNSD/their Agencies shall be responsible for the selection of suitable and qualifying professionals for the Train the Trainers courses.

2.4 **Course Progression**

Enrolment in the internship/training phase is contingent upon successful completion of the theoretical phase and passing the assessment conducted by CUTM.

2.5 Class Schedule

The schedule shall be prepared based on the date and day of arrival at CUTM campus as intimated by the PaNSD. It is recommended that the first training programmme be conducted between November, 2024 and June, 2025. Candidates should arrive during the weekend so as to start at the beginning of the following

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week. Classes shall be conducted as per CUTM policies and practices apart from following all local regulations.

2.6 Travel

All expenses towards international travel and visa application fees are to be borne by the PaNSD/or their sponsors. Any local travel for training and learning within Odisha/India shall be covered by the course fees.

2.7 Batch Size

The total number of seats available for each course shall not exceed thirty (30) working professionals. It is thus agreed that the PaNSD shall sponsor a minimum of one hundred (100) Working Professionals for the above four (4) courses.

2.8 Course Fees

The cost of the course per candidate shall be Three Thousand United States Dollars (\$USD 3000) for the entire six (6) months duration. This fee includes food, accommodation, learning material, assessment, certification, trainer time and training infrastructure. This amount is only restricted to the first phase of the training programme to be conducted between November, 2024 and June, 2025. Any subsequent training programmes, and the first programme if not commenced within the above timeframe period are subject to inflation adjustment of not more than ten percent (10%) of the agreed fees.

2.9 Graduation

Upon completion of the training programme successful trainees shall be issued with graduation certificates from CUTM. The graduation ceremony shall be jointly organised by the Parties in the ROZ.

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APPENDIX II

TERMS OF ENGAGEMENT

(Hereinafter referred to as "the TOE")

for

THE POST-TRAINING SUPPORT AND LAB ESTABLISHMENT IN THE ROZ

between

CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT,

(Hereinafter referred to as "CUTM")

(Herein represented by the President of Centurion University of Technology and Management, India)

and

THE REPUBLIC OF ZIMBABWE

(Hereinafter referred to as the "ROZ")

Herein represented by

THE PRESIDENTIAL AND NATIONAL SCHOLARSHIPS DEPARTMENT

(Hereinafter referred to as "the PaNSD")

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NOW THEREFORE, in addition, to the MOU and Appendix 1, the Parties have agreed on the following:

1.1 Objective

The Parties after deliberation recognise the need for post-training support and consultancy services for the establishment of specialised laboratories in the field of Transformers, Electric Vehicles (EV), AgriTech and Apparel/Textile Technology to facilitate technology transfer and set up of start-ups in the ROZ.

1.2 Support Framework

CUTM shall upon completion of the training programmes offer post-training support and consultation services in the following:

- 1. Transformer Technology;
- 2. 1.2 Electric Vehicle Technology;
- 3. AgriTech; and
- 4. Apparel Manufacturing / extile Technology.

1.3 Consultancy Duration

The consultancy work for the setup of laboratories shall be covered within a period not exceeding two (2) years subject to the availability of sufficient material resources.

1.4 Feasibility studies and pre-lab setup

Lab set up planning and feasibility research shall be offered by CTUM at no cost. The PaNSD shall meet transport and other logistical costs for CTUM experts to be engaged for the feasibility study of laboratory setups. The number of expert teams shall be limited to not more than three (3) in each area of specialty.

1.5 Consultancy services for laboratories set up

CTUM shall offer consultancy services for the establishment of similar laboratories in the ROZ.

1.6 Course Progression

Enrolment in the internship/training phase is contingent upon successful completion of the theoretical phase and passing the assessment conducted by CUTM.

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1.7 Supervision of laboratory activities

CTUM shall recommend the appropriate personnel from the trainees to manage and supervise the works in the laboratories/workshops.

1.8 Travel

The ROZ shall facilitate the smooth visa application process for the consultancy and book flight tickets for the consultancy. CUTM shall ensure that the composition of the consultancy team does not include people who are prohibited from entering the ROZ.

1.9 Consultancy Fees:

The ROZ shall meet all the costs of setting up similar laboratories in the ROZ. Materials and equipment for setting up the first laboratories shall be procured in India, and the Parties shall meet purchase and shipping costs. The ROZ shall pay consultancy services to CUTM for laboratory setup. The consultancy services shall not exceed ten percent (10%) of the total cost of the lab setup. The time frame for settling consultancy fees shall be agreed mutually by the Parties, so that the processing of payment may not delay the implementation of the projects.

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