

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

State Council of Educational Research & Training
(SCERT), New Delhi 110024

&

Indian Institute of Technology (IIT) Mandi

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
AND RELATED SERVICES



(Dr. Mahhar Singh)
Joint Director,
SCERT, New Delhi-110024



MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MoU') is entered into on this the 10th Day of February, Two Thousand and Twenty-Three (10/02/2023), by and between

State Council of Educational Research and Training, Varun Marg, Defence Colony, New Delhi - 110024, The First Party represented herein by its **Joint Director, SCERT New Delhi** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors — in-office, administrators and assigns) on behalf of SCERT, New Delhi

AND

Indian Institute of Technology Mandi, Himachal Pradesh 175075, The Second Party and represented herein by its **Director, IIT Mandi** (hereinafter referred to as "**Second Party**", organization which expression, unless excluded by or repugnant to the subject or context shall include its successors in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

- A) First Party & Second Party 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.
- B) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- C) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.


(Dr. Mahesh Singh)
Joint Director,
SCERT, New Delhi-110024



NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1

CO-OPERATION

- 1.1.** *Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institutions** of the Department and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.*
- 1.2.** *First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of both Parties providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry/ global scenario.*
- 1.3.** *The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.*

CLAUSE 2

SCOPE OF THE MoU

- 2.1** *The budding students / graduates/diploma holders from the institutions could 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.*
- 2.2 Curriculum Design:** *Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum, so that the students fit into the industrial scenario or higher education meaningfully.*
- 2.3 Students Training & Visits:** *The First and Second Party will permit the Faculty and Students other party to visit its campus and would accommodate the students in Training Programs for both the parties in such a number that deems convenient. The training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. Both the parties will provide its Labs / Workshops / Industrial Sites for the hands-on training/site visits of the learners enrolled with each other.*
- 2.4 Research and Development/ consultancy:** *Both Parties have agreed to carry out the joint research activities, joint guidance of student projects in the fields of and other areas of National interest on mutually agreeable terms.*


(Dr. Mahar Singh)
Joint Director,
SCERT, New Delhi-110024



- 2.5 Skill Development Programs:** Both the parties will train the students on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 Expert Lectures:** Both the parties to extend the necessary support to deliver expert lecturers/ organization of joint conferences and seminars to the students and faculty on the technology trends and in house requirements.
- 2.7 Faculty Development Programs:** Both the parties to train the faculties for imparting training as per the requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 Sharing of Facilities:** The First party and the Second party shall provide access to their facilities (which are permissible under norms) such as Laboratories, Library, Software etc. to promote academic and research interaction in the area of cooperation.
- 2.9** There is no financial commitment on the part of both the Parties. If there is any financial consideration, it will be dealt separately as per norms and the nature of the programs agreed upon between the parties. Each Party shall bear the respective costs of carrying out the obligations under this MoU.
- 2.10** For the first phase of the training/development programmes, activities will be carried out as per **Annexure A**. For further such programmes in later phases, the same will be dealt as per norms and the nature of the programs agreed upon between the parties.

CLAUSE 3

INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know- how, inventions, patents, copyrights and designs) of the other Party.

CLAUSE 4

VALIDITY

- 4.1** This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms. The Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU.
- 4.2** Both Parties may terminate this MoU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations


(Dr. Nahar Singh)
Joint Director,
SCERT, New Delhi-110024






CLAUSE 5
RELATIONSHIP BETWEEN THE
PARTIES

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MoU as independent entities, and the relationship established under this MoU shall not be construed 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 represent 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, to pledge the other Party's credit, or to extend credit on behalf of the other Party.


5.2 Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Himachal Pradesh.

Agreed:

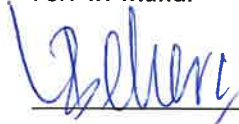
For: **SCERT, New Delhi**


Authorized Signatory (Dr. Nahar Singh)
Dr. Nahar Singh Joint Director,
Joint Director SCERT, New Delhi-110024


Witness 1:


Preeti
Asst. Professor &
Nodal Officer
Exposure Visits
SCERT, Delhi

For: **IIT Mandi**


Director
IIT Mandi (H.P.)
Pin - 175075
Authorized Signatory
Prof. Laxmidhar Behera
Director

Witness 1:


Dr. Tushar Jain
Head, CCE
IIT Mandi

Annexure A

In the first phase, two programs with a batch of 50 teachers in each program are planned as follows:

1. Training of teachers in science including Physics, Chemistry and Biology
2. Training of teachers in Mathematics

Cost Estimation:

The tentative course fee is 40,000 INR per person + Institute Overheads (30%) + GST (18%)

This fee includes all the expenses corresponding to boarding, lodging, registration, stationery, field visit, display material, training material, lab access and experimentation, software demonstration and miscellaneous expenses.

Agreed:

For: **SCERT, New Delhi**



Authorized Signatory
Dr. Nahar Singh
Joint Director
SCERT, New Delhi-110026

For: **IIT Mandi**



Authorized Signatory
Prof. Laxmidhar Behera
Director
IIT Mandi (H.P.)
Pin - 175075