**Memorandum of Understanding (MoU)**

This MOU is entered at Chennai on this day, the \_\_\_\_ of \_\_\_\_\_\_\_\_2020;

Between

**IIT Madras (**through **National Programme for Technology Enhanced Learnin**g), an MHRD Project having its Registered office at **IC & SR, 3rd floor, IIT Madras, Chennai - 600036**, hereinafter referred to as **NPTEL**, (Which expression includes its successors and assigns) on the **One Part**;

And

**\_\_\_**(Company Name)**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, a Company incorporated under the Companies Act, \_\_(Year)\_\_\_\_, having its Registered office at \_\_\_\_\_\_(Address)\_\_\_\_\_\_\_\_\_\_\_ and its Corporate office at \_\_\_\_\_(Address)\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “Industry Associate/\_\_(Company Name)\_\_\_\_\_\_\_\_” (Which expression includes its successors and assigns) on the **Second Part**;

1. **Objectives of the MOU**

* To formalize the partnership between an industry/company and NPTEL Online Certification process administered through the portal online courses.nptel.ac.in (hereinafter called the “PORTAL”).
* Industries to become an NPTEL Industry Associate (hereinafter called NIA) to engage in a fruitful relationship with NPTEL.

1. **What NIA will do:**

* Provide details of the Single Point Of Contact (SPOC) who will handle all communications with NPTEL.
* Publicise NPTEL Online Certification courses among the employees and encourage enrolment and completion.
* Provide details of the usage of NPTEL Online Certification courses inside the NIA.
* Approve the use of the name of NIA in the NPTEL Industry Associate web pages.

1. **What NPTEL will do:**

* Add the name of the NIA in the drop down list on the PORTAL so that employees of these NIA may choose to select the name from here when they enrol for courses.
* The SPOC will have a login on the PORTAL and will have access to data of users who have declared to be from the NIA during enrolment.
* The SPOC can nominate a mentor from the NIA for each open course on the PORTAL and the mentor can see the scores of his/her mentees who choose to associate with the mentor.
  + NPTEL will provide details within the SPOC login of exam scores and certificates for users declared to be from NIA.

1. **Optional areas of collaboration**

‘Industry Associate’ can:

* Provide the industrial perspective to enhance the technical content created by the course instructor from the IITs/IISc.
* offer internships / job interview opportunities to specific users of the NPTEL PORTAL
* advertise vacancies on NPTEL PORTAL

1. **Terms and Conditions**

* This MOU may be amended, renewed and terminated by mutual written agreement by both NPTEL and Industry Associate at any time.
* Either party shall have the right to terminate this MOU upon 30 days prior written notice to the other party.

1. **Confidentiality**

* Both parties agree to hold in confidence all information/data designated by the parties as being *Confidential* which is obtained from either party or created during the performance of the MOU, and will not disclose the same to any third party without written consent of the other party.
* The above confidential clause excludes the information/data possessed by either party before entering into this MOU or independently developed and/or information already available through public domain. The confidentiality clause shall also exclude information disclosed pursuant to any order/direction/request of any judicial/statutory or government authority.
* Neither Party shall make any public announcement concerning the existence of this MOU without the prior written consent of the other Party.
* Neither this MOU nor the supply of any information grants either party any licence, interest or right in respect of any intellectual property rights of the other party.

1. **Duration of MOU**

This MOU will come in to effect on and will be valid from the date of its execution by both Parties and till such time that the terms of the agreement are reduced into a contract/ agreement. Upon termination of MoU, neither Party shall have any claim against the other save and except for a breach of the provisions hereof and/ or any other covenant or condition binding the Parties.

1. **Point of Contact**

Both parties will designate persons who will be the Point of Contact to implement this MOU. Fill the details of Point of Contact persons below.

**Point of Contact of NPTEL** **Point of Contact of \_\_\_\_\_\_\_\_**

Name : Prof. Andrew Thangaraj Name :

Designation : NPTEL Coordinator Designation :

Contact Number : (044)-22575905/08 Contact Number :

E-mail : niasupport@nptel.iitm.ac.in E-mail :

Location : Chennai, Tamil Nadu Location :

1. **Representations:**

Each Party represents that it is empowered to execute this MOU, and once executed, this MOU shall not form a binding obligation on the Parties. Each Party represents that it is not prohibited to enter into this MOU or perform its obligations hereunder under any law, order or agreement applicable to it.

1. **Relationship**

The relationship between the Parties shall always be on a Principal to Principal basis and nothing herein contained shall be construed to create a partnership, joint venture, employment or agency relationship of any kind.

1. **Waiver**

No variation, addition, deletion, or agreed cancellation will be of any force or effect unless in writing and signed by or on behalf of the Parties hereto. Failure or delay on the part of any Party hereto in exercising any right, power or privilege hereunder will constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

1. **Amendment**

No amendment, modification, or supplement of any provision of any of the MOU will be valid or effective unless made in writing and signed by each Party.

1. **Assignment**

Either Party shall not be entitled to assign this MOU or the benefits thereof to any other person without the prior written approval of the other party (artificial or natural).

1. **Survival**

The provisions of this MOU and the rights and obligation under this MOU which by their nature should survive will remain in effect after termination / expiry of this MOU.

1. **Severability**

If any term, condition, provision or performance, or any part of a term, condition, provision or performance of this MOU is determined to be invalid, illegal, unlawful or unenforceable to any extent, that term, condition, provision or performance or the relevant part thereof shall be severed from the remaining terms, conditions, provisions and performance of this MOU, or amended to make it valid, legal, lawful and enforceable, in such a manner as to leave the amended Agreement substantially the same in essence, and this MOU so amended shall remain in force and effect.

1. **Governing Law & Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of India. The parties hereto agree that all disputes, claims or differences arising out of or in connection with this agreement shall be referred in the first instance for mediation and on the failure of mediation, be referred for Arbitration under the Arbitration and Conciliation Act of 1996 or any modification or re-enactment thereof. The seat of arbitration shall be Chennai. The language to be used in the arbitration proceeding shall be English. Courts in Chennai shall have exclusive Jurisdiction.

1. **Signed in duplicate**

This MOU is executed in duplicate with each copy being an official version and having equal validity. By signing below, NPTEL and the ‘Industry Associate’ acting by their duly authorized officers, have caused this MOU to be executed, effective as of the day and year mentioned above.

On behalf of **NPTEL** On behalf of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Niket Kaisare

IIT Madras (NPTEL Coordinator)