

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

#### **NSDC International Limited and National Institute of Technical Teachers Training & Research (NITTTR), Sector 26, Chandigarh:**

This Memorandum of Understanding (MoU) is being signed on 27<sup>th</sup> January 2024 ("Execution Date") and is effective from 5<sup>th</sup> September 2023 (**effective date**) between National Institute of Technical Teachers Training & Research, Chandigarh (hereinafter referred to as NITTTR) having its offices at Sector 26, Chandigarh, 160019 (India) which expression shall unless repugnant to the context of meaning thereof include its successors and permitted assignees) of the FIRST PART.

And

NSDC International Limited (CIN No.: U74999DL2021PLC389165), a company incorporated under the Companies Act, 2013, having its registered office at 5<sup>th</sup> Floor, Kaushal Bhawan New Moti Bagh Sarojini Nagar Delhi-110023, India (hereinafter referred to as "NSDC INTERNATIONAL" and/or "NSDCI") which expression shall unless repugnant to the context of meaning thereof include its successors and permitted assignees) of the SECOND PART.

Each of the parties mentioned above are collectively referred to as the '*Parties*' and individually as a '*Party*'.

**Whereas NITTTR** was established in the year 1967 by Ministry of Education, Government of India with several objectives viz. training of teachers of polytechnics (and Engineering Colleges, as added later on) through different types of courses, fostering and promoting research in the technical education, preparing and supplying teaching aids and instructional materials, associating with other academic bodies of technical education for quality improvement in academic programmes, curriculum development and revision, collaborating with institutions and organisations in India and abroad having similar objectives and functions, and interacting with industries in formulating training programmes of mutual interest.

**And Whereas NSDC International** is a public limited company registered under the Companies Act, 2013 (Companies Act) and is engaged in international collaborations including International Workforce Mobility for skilled and certified workers from India to other countries, International Advisory services among others.

Both the Parties agree and undertake that specific projects under the MoU may be proposed, formulated and agreed upon by them for the implementation of this MoU and for the said projects; NSDC International and NITTTR shall consider the same as part of this MoU.

**The two institutions will endeavor to cooperate as follows:**

#### **ARTICLE 1**

##### **AREAS OF COOPERATION**

This MoU aims to build a long-term relationship and to develop healthy and stable arrangements between both the Parties. Any collaborative programs, projects or activities proposed under the auspices of this MoU shall be subject to negotiation, agreement and approval by and between the Parties. Both parties recognize that there is a need to identify new learning courses for overseas mobility and institutionalize capacity building by Physical Training Programmes

The individual Roles and Responsibilities of each institution are mentioned in Article 2.

## **ARTICLE 2**

### **SCOPE**

- 2.1 NSDCI and NITTTR shall jointly work under the scope of the MoU. The scope, projects, roles and responsibility of the engagement shall be drawn up with mutual consent.
- 2.2 Both parties recognize the need for conducting educational and training programmes with blending of physical training and e-Learning mode. Therefore the following activities and corresponding roles and responsibilities for the said purpose is outlined under this MoU.
- 2.3 The details are as under:
  - 2.3.1 NITTTR will be responsible for the following facilities on mutually agreed financial terms:
    - a. Providing the infrastructure i.e. Chair, Tables, Air Conditioning, Internet ,Podium facilities etc to run the Language Training Programme at their Campus.
    - b. Providing Hostel facilities and food facility for the candidates enrolled in the Training Programme. The charges will be finalized with mutual discussion.
    - c. Providing 2-3 classrooms facilities including furniture and smart board for the training programme.
    - d. Providing the Guest House facility for the foreign trainers during their stay as per the requirement. The charges will be finalized with mutual discussion.
    - e. Providing the Conference/Auditorium facility for organizing events during the programme.
    - f. Providing IT Lab and Internet Facility.
    - g. SPOC Person details to manage coordination between NSDCI and NITTTR Chandigarh.

Note: Charges will be levied as approved by NITTTR Chandigarh and NSDC International.

- 2.3.2 NSDCI will be responsible for the following areas:
  - a. Implementation of the entire training program including appointment of trainers, providing content/curriculum, stationery items, laptops .
  - b. Branding at the Center including common areas, classrooms and at other required infrastructure, in consultation with NITTTR.
  - c. NSDCI will provide the charges for providing all facilities and services including administrative/ coordination fee to NITTTR as per the budget prepared with mutual consent.
- 2.3.3 Joint responsibilities of NSDCI and NITTTR:
  - a. NSDCI and NITTTR will conduct the joint events including the launch event.
  - b. Facilitating the candidate's departure and arrival.
  - c. Support candidates in the resolution of grievances if any
  - d. Any other responsibility basis on mutual consent.

## **ARTICLE 3**

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## **WORKING ARRANGEMENT**

- 3.1 The Parties shall constitute a Joint Coordination Committee (“JCC”) by taking members from both the Parties to facilitate cooperation and foster partnerships.
- 3.2 Each Party shall nominate the respective Coordinator. The participants and Coordinators may change from time to time by the competent authority of the NITTTR and NSDC INTERNATIONAL and shall be duly communicated to each other timely.
- 3.3 The JCC will be co-chaired by designated representatives of the Parties and either both the parties shall determine the composition of the JCC. The number of representatives from each party shall be between 2 to 3.
- 3.4 The JCC will meet on a monthly basis as may be required and deemed fit, virtually or in person as the case may be.
- 3.5 The parties agree to arrange regular meetings and communication with one another and with the other relevant stakeholder, to review and address the concerns of either party.

## **ARTICLE 4**

### **FINANCIAL ARRANGEMENT**

The financial arrangement for the joint activities undertaken within the framework of this MoU is mentioned in **Annexure-1 of this MOU**

## **ARTICLE 5**

### **REPRESENTATION AND WARRANTY**

Each Party to this MoU represent that the execution and performance of this MoU is not contrary to any rule, law, statute, internal policy, or any other such order or rule by which such Party is bound.

## **ARTICLE 6**

### **PROTECTION OF INTELLECTUAL PROPERTY RIGHTS/OWNERSHIP**

- 6.1 Nothing in this Agreement will function to transfer either Party's Intellectual Property Rights (IPRs) to the other Party.
- 6.2 Each party will retain exclusive interest in and ownership of its Intellectual Property Rights developed before this Agreement or developed outside the scope of this Agreement.
- 6.3 Except otherwise specifically agreed, a Party may use the IPRs of other Party for the limited purpose as envisioned under this Agreement with prior written consent of such other Party.
- 6.4 In case either Party or its Representatives carry on any function associated with this Agreement through any link or website or advertisement or in any other manner mentioning other Party and/or its Representatives, it shall require prior written approval of such other Party.
- 6.5 Each party will protect, within its territory, intellectual property rights of the other party in force in their respective countries.
- 6.6 Both the parties will ensure appropriate protection of intellectual property rights obtained on the basis of this MoU, in accordance with providing laws and regulations in force in the country.

## **ARTICLE 7**

### **CONFIDENTIALITY**

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Each party undertakes to observe the confidentiality and secrecy of documents, information and other data received from, or supplied to the other Party during the period of the implementation of the MoU or any other agreements made pursuant to this MoU. However, in case of any such circumstances such as R.T.I. or any other legal requirement, each party may do so with prior intimation to other party.

## **ARTICLE 8**

### **SUSPENSION**

Each party reserves the right for reasons of national security, national interest, public order, public health or organizational reasons of any of the two parties to completely terminate or suspend temporarily either in whole or in part the implementation of this MoU. The suspension shall take effect immediately after written notification of two months' notice given to the other party by the competent authority of either side, subject to completion of ongoing programmes.

## **ARTICLE 9**

### **REVISION, MODIFICATION AND AMENDMENT**

Either Party may request in writing a revision, modification or amendment of all or any part of this MoU. Any revision, modification or amendment agreed to by the parties shall be reflected in writing and shall form part of this MoU. Such revision, modification or amendment shall come into force on such date as may be determined by the parties.

## **ARTICLE 10**

### **SETTLEMENT OF DISPUTES**

- 10.1 The obligations of NSDCI and NITTTR have been outlined in the MoU. However, during the operation of MoU, circumstances may arise which may call for alterations or modifications of this MoU. These amendments shall be mutually discussed and agreed upon in writing.
- 10.2 Any difference or dispute between the Parties concerning the interpretation and/ or implementation and / or applicable to any of the provisions of this MoU shall be settled amicably through mutual consultation and / or negotiation between the Parties, without reference to any third party or tribunal.
- 10.3 The MoU shall be governed and constructed in accordance with the Laws of India. In case any difference does not get resolved by mutual consultation and any of the party is not satisfied and intends to resort to legal proceedings, it shall give a notice period of 30 days to the other party. The parties agree to submit to the exclusive jurisdiction of Courts in Chandigarh, India in connection with any dispute between the Parties under the MoU.

## **ARTICLE 11**

### **EFFECTIVE DATE, DURATION AND TERMINATION**

- 11.1 The MoU shall commence from the Effective Date and shall continue for a period of 2 years from the Effective Date (hereafter referred to as "Term"). Thereafter, both parties shall review the status of this co-operation and may extend the Term on yearly basis on such terms as mutually agreed upon in writing.

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- 11.2 Notwithstanding Article 10 paragraph 1 above, either party may terminate this MoU by notifying the other Party in writing at least thirty (60) days in advance of such termination subject to settling of any dues/overdue.
- 11.3 Unless otherwise agreed upon by the Parties, the termination of this MoU shall not affect the implementation of on-going activities and/or programmes, which have been agreed upon to by the Parties on or before the date of the termination of the MoU.
- 11.4 Notwithstanding anything to the contrary contained in this Agreement, Parties agree that either Party may terminate this Agreement forthwith in the event of any of the following circumstances:
- (a) Other Party suffers an insolvency or bankruptcy event;
  - (b) Breach of Applicable Laws, confidentiality provisions or infringement of IPRs by other Party;
  - (c) Either Party suffers a change of Control, or the whole or substantial part of business is transferred to a third party, as a consequence of which such Party is unable to perform its obligations under the Agreement;
  - (d) Any material breach which is not capable of being remedied or otherwise the Party is of the opinion that continuance of this Agreement would prejudice its interests; or
  - (e) In case Force Majeure Event continues for a period of 60 (Sixty) days.

## **ARTICLE 12**

### **INDEMNIFICATION**

Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages/ losses) arising out of or in connection with this MoU due to breach of any provisions of this MoU by such party or as a result of any act of negligence/omission or commission on part of such party and /or its employees, agents etc.

Notwithstanding anything contained in this MOU, each Party's total liability under this Agreement shall not exceed the amount as mentioned in Annexure I of this MOU.

## **ARTICLE 13**

### **FORCE MAJEURE**

- 13.1 Neither party hereto shall be liable for any failure to perform its obligations hereunder to the extent that the performance has been delayed, hindered or prevented by any circumstances beyond the reasonable control of that party, including without prejudice to the generality of the foregoing, any act of God, pandemic, lockdown, war, riot, civil commotion, strike, lock-out or other form of industrial action or any form of government or supernatural authority intervention.
- 13.2 The affected party to be able to avail of this clause will be obliged to inform the other party of:
- (a) The occurrence of any such event of force majeure; and
  - (b) Resume its responsibilities on the cessation of such force majeure event.

## **ARTICLE 14**

### **REPRESENTATIONS AND WARRANTIES:**

Each Party represents and warrants to the other Party that:

- (i) It validly exists under Applicable Laws, and has the power and authority to carry on its business in India;
- (ii) It has the power to enter into this Agreement and comply with its obligations under this Agreement and it has not suffered any insolvency event;

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- (iii) It has full capacity and all approvals, necessary permissions, consents and licences to enter into and to perform its obligations under this Agreement;
- (iv) It shall comply with all Applicable Laws for and while performing its obligations under this Agreement;
- (v) The execution of this Agreement does not contravene the provisions of any Applicable Law or regulation or agreement or document to which it may be or may have been a party;
- (vi) It shall not, in performance of its obligations under this Agreement utilise any development, innovation, improvement or trade secret in which it does not have a proprietary interest, or other necessary rights for such utilisation;
- (vii) Upon signing of this Agreement, this Agreement shall be legally binding on it and shall be legally enforceable against it;
- (viii) Neither it nor any of its Representatives involved in the execution of this Agreement, have been convicted of or pleaded guilty to a criminal offence, including one involving fraud, corruption, or moral turpitude, or is subject to any government/ legal investigation for such offences which prevents the execution of this Agreement;
- (ix) This Agreement is being executed by its duly authorised representative;
- (x) It shall comply with all Applicable Laws and has obtained all Applicable Clearances and that they are valid and shall be renewed from time to time (as required under the Applicable Laws);
- (xi) It is not subject to any obligation, claim or action, threatened or pending before any Government Authority including court or arbitrator that may prevent it from entering into this Agreement; and
- (xii) It owns or has all necessary rights in, all its IPRs which will not, at any time, require any additional license or consent from third party(ies) for use of such IPRs, and no claim or action exists against it alleging infringement of third party IPRs.

## **ARTICLE 15**

### **MISCELLANEOUS**

- 14.1 Neither party shall use or publicize the MoU in such a manner as to cause any defame to the other party and shall not make any statement relevant to this MoU which may reasonably be considered to be misleading.
- 14.2 **Assignment Or Sub-Contracting:**  
The obligations herein shall bind not only the Parties but also their respective executors, legal representatives, administrators, successors etc. NITTR shall not be entitled to transfer, assign or sub-contract (except as specifically provided hereunder) any of its obligations herein to any entity including its Affiliate(s) without the written approval of NSDC INTERNATIONAL. Except for the NSDC International'group/affiliated entities, NSDC INTERNATIONAL shall not be entitled to assign the Agreement or any part thereof, or any right, benefit or interest therein or there under, to any third party without the consent of the NITTR.
- 14.3 If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith, else provision of 10.3 will prevail.
- 14.4 **Use of logos:**  
Notwithstanding anything contained in this Agreement, any other document or communication, the use of the name, logo and/or official emblem etc. of either Party or any scheme implemented by it in any publication, document, paper, website or any other platform or mode is allowed only, after seeking explicit prior permission in writing from the Party who is the owner of such logo, emblem etc. Such permission may be given by such Party at its sole discretion which may further be subject to any condition which such Party considers appropriate.
- 14.5 **Severability:**

Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.

14.6 Entire Agreement:

This Agreement constitutes the entire agreement between the Parties, and revokes and supersedes all previous agreements between Parties, if any, concerning the matters covered herein whether written, oral or implied. All rights and remedies covered hereunder is available only to the contracting Parties of this Agreement and no third party shall be deemed to be privy to this Agreement or any provision hereof.

14.7 Waiver:

The failure of a Party to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement or the rights of the that Party hereto.

14.8 Survival:

Any provision of this Agreement which either expressly or by their nature extend beyond the expiration or termination of this Agreement will survive such expiration or termination, including without limitation, Clause on Indemnity, Confidentiality, IPRs, Dispute Resolution, Survival etc.

14.9 Ethics and Anti-Corruption:

Parties will adopt appropriate processes to prevent offering any illegal gratification in the form of bribes or kickbacks either in cash or in kind in the course of all dealings with each other and engage in an ethical manner with the highest business standards. Any instances of such violations will be taken in a serious manner, and Parties reserve the right to take all appropriate actions or remedies as may be required under the circumstances.

-----execution page follows-----

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IN WITNESS WHEREOF the parties hereto have signed & executed this memorandum in presence of each other

For and on Behalf of NSDC International Limited

For and on Behalf of NITTTR

@jay k raina  
@jay.k.raina (Jan 27, 2024 14:44 GMT+5.5)

Bholaram  
Bholaram (Jan 27, 2024 16:53 GMT+5.5)

Sh. Ajay Kumar Raina  
Director & Chief Operating Officer  
NSDC International

Prof. B. R Gurjar  
Director  
National Institute of Technical Teachers  
Training & Research  
Sector 26, Chandigarh – 160 019

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**ANNEXURE -1 (COSTING)**

<b>Sr No</b>	<b>Expense Head</b>	<b>Service Provider</b>	<b>Amount</b>	<b>Facilities/Remarks</b>
1	Infrastructure/Other Cost	NITTTR	INR 1,000/- per candidate per program	As offered by NITTTR as per the letter given
2	Hostel Facility	NITTTR	INR 6,000/- per candidate per month	Single occupancy bed, Mattresses, Almirah, Laundry, Wi-Fi & Hostel Warden.
3	Food Expenses	NITTTR	INR 7,500/- per candidate per month	Three time meal, two time tea & snacks
	<i>German Trainer - Food</i>	NITTTR	INR 7,500/- per trainer per month	Food charges to be paid to NITTTR
	<i>German Trainer - Accommodation</i>	NITTTR	INR 1,800/- per day per room	Two rooms in guest house for two German trainers.

Note: The above cost is for the pilot two batches and is subject to change based on mutual consent.

- NITTTR recognizes that payments are linked to, and dependent on the successful completion of services, within timelines mentioned in this MoU, and submission of all relevant deliverables sought under this MoU.
- Any other cost not specifically mentioned herein will be charged based on prior approval from NSDCI.
- Payment to NITTTR will be made within 30 days of invoice submission date.
- Amount mentioned above is exclusive of GST & other taxes, as applicable.
- The payment to NITTTR is subject to deduction to withholding tax, as applicable.