

# Memorandum of Understanding

## Between

**Illumine Foundation**

And

**All India Council for Technical Education**

## Memorandum of Understanding

This Memorandum of Understanding ("MoU") is entered to and effective as of 27<sup>th</sup> March 2019 by and between

**Illumine Foundation**, a Section 8 Company incorporated under the provisions of the Companies Act, 1956, and having its registered address at No. 3, Khurshed House, 604 D Lady Jehangir Road, Dadar East, Mumbai - 400 022 Maharashtra, India and hereafter unless the context requires otherwise be referred to as "Illumine".

And

**All India Council for Technical Education**, having its registered office at, Nelson Mandela Marg, Vasant Kunj New Delh-110070, and hereafter unless the context otherwise requires be referred to as "AICTE"

### Whereas,

The Contributor Development Model has been developed and successfully implemented in Gujarat Technical University over six years. The AICTE and Illumine Foundation have entered into discussions to encourage all AICTE approved universities/institutions, particularly those in Low-Income States, Hilly Region States and North Eastern States/Rural Areas, to adopt the Contributor Development Model on similar lines. Both parties anticipate that adoption of this Model will have multiple benefits:

1. Showcase and create employment opportunities especially for youth with the right 'contributor orientation'. This will be of particular value for technical graduates Rural Areas, in Low-Income States and Hilly Region States, or States without much access to employment opportunities for technically trained youth.
2. Develop and strengthen contributor orientation in technical graduates / diploma holders, so that they may become better equipped to respond to a changing world, and also become more open to taking up new career pathways such as setting up their own startups, etc.
3. An additional goal of the initiative is to inspire students to participate in nation-building and contribute not just to their employers but also to society at large.

Illumine and AICTE together would like to take the Contributor Development Model to various universities. To begin with, they would like to take this to the Hilly Region States, North Eastern States and Low-Income States:

North Eastern States	Low-Income States	Hilly Region States
1. Arunachal Pradesh	1. Bihar	1. Uttarakhand
2. Assam	2. Chhattisgarh	2. Himachal Pradesh
3. Manipur	3. Jharkhand	3. Jammu & Kashmir
4. Meghalaya	4. Madhya Pradesh	
5. Mizoram	5. Odisha	
6. Nagaland	6. Rajasthan	
7. Sikkim	7. Uttar Pradesh	
8. Tripura		

Other States may also be considered within the scope of this initiative especially in rural areas.

1. **Purpose:** This MoU aims at outlining the mutual cooperation between the two parties for building a 'contributor orientation' in the technically qualified youth of our nation by enabling various colleges & universities to adopt the Contributor Development Model for their technical students.
2. **Role and scope of cooperation:** The parties agree to, in the spirit of mutual cooperation, use best efforts towards fulfilment of their respective obligations, in achieving the goals of the initiative.

This initiative will have three primary stakeholders – AICTE, Illumine, and Corporate Funders/ Foundations.

#### AICTE

- i. Provide the connect with universities & colleges which come under its purview. This connect may include –
  - a. issuing a letter / instruction / circular to the universities & colleges conforming its support for the initiative.
  - b. communicating its support / participating in any, if possible, conferences / workshops held to educate universities & colleges about the Contributor Initiative & its benefits.



- ii. Include the Contributor Program in the Model Curriculum for Engineering, Management and other disciplines.
- iii. Issuing confirmation letter to potential funders regarding its support / participation in the initiative, as and when necessary.

### **Illumine**

- i. Illumine will work with universities to implement the Contributor Development Model. It will provide all the necessary enablers for successful conduct of the Model including training of teachers, audit & measurement mechanisms, ongoing support to both students and teachers, etc.
- ii. It will profile the mindset & orientation of students, showcase and seek to connect students with a contributor orientation, especially from low-income states, with employers across the country.
- iii. Illumine also proposes to offer an online version of the program so as to integrate with other online / distance learning initiatives being run in the universities.

### **Corporate Funders/ Foundations**

- i. Any interested Corporate or Funding Agency may financially support the implementation of the Contributor Development Model by covering the costs of implementation by Illumine, and where required, expenses incurred by the implementing college/university.
- ii. The funding agency may also fund the development / licensing and management of digital infrastructure for connecting students with employers.
- iii. Both the AICTE and the Illumine will not have funding commitments towards this initiative.

This is a multi-stakeholder initiative, in which AICTE has no financial role/ involvement whatsoever - either as a receiver or provider of funds.

The funding partner may directly deal with Illumine in so far as reimbursing the expenses associated with the conduct and delivery of the Contributor Model to various universities/colleges. The AICTE will have no obligation whatsoever in relation to the expenses being reimbursed.

3. Both parties agree to maintain at all times, a one-point contact for undertaking and overseeing the initiatives listed out in this MoU. Any change in the contacts below will be promptly notified to the other Party.

### **CONFIDENTIALITY**

4. The existence and substance of this MoU and the rights and obligations of the parties herein will be kept confidential by both Parties and will not be disclosed to any third party without the prior written consent of the other Party. However, the existence and substance of this MoU and the rights and obligations of the parties herein may be made available to all the stakeholders necessary for the success of this initiative viz: AICTE-approved institutions, Funding Agencies, and potential employers for students of AICTE approved institutions. Notwithstanding the foregoing, either Party may make such disclosure to the extent required by law, Court or statutory authority, in which the disclosing Party will promptly inform the other Party to allow that Party a reasonable opportunity to obtain a protective order. Any press release, publicity or media interaction, public relations campaign, use of AICTE and Illumine signage pertaining to this MoU signing need to have prior written consent from the AICTE and Illumine. Any violation of this will amount to material breach and could lead to termination of this MoU. This written consent can be in the form of an e-mail between the entities and/or the one-point contact.
5. This MoU supersedes all prior oral or written communication, discussions and representations which took place between the parties hereto in respect of the subject matter of this MoU. Any modification to this MoU shall only be made by way of a written document duly executed by representatives of both parties hereto.

### **DISPUTE RESOLUTION**

6. Any dispute, disagreement of question arising out of or relating to this MOU or relating to construction or performance (except as to any matter the decision or determination whereof is provided for these conditions), efforts shall be made to resolve the same amicably and if the dispute is not mutually settled, then it shall be referred for resolution between the Chairman AICTE and the



Executive Director/ Representative Illumine and if even then it cannot be settled amicably, shall within sixty (60) days or such longer period as may be

mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to the Arbitration Tribunal Consisting of the three arbitrators.

7. Within sixty (60) days of the receipt of the said notice, one arbitrator shall be nominated by the first party and one Arbitrator shall be nominated by the second party under the provisions of Indian Arbitration and Reconciliation Act, 1996.
8. The Arbitration Tribunal shall have seat at New Delhi.
9. The Arbitration proceedings shall be conducted in India under the Indian Arbitration and Conciliation Act, 1996.
10. AICTE will have the right to close the programme without assigning reason after giving one-month's notice.

## VALIDITY

11. This agreement shall be effective from the date it is signed by both the parties and will be valid **for a period of four years** until determined, suspended or terminated earlier.

## INTELLECTUAL PROPERTY RIGHTS

12. The Participants have decided that neither Participant will acquire any rights to the intellectual property of the other Participant under this MOU.
13. AICTE shall not be precluded from entering into any agreement with any other agency on the similar program

## NOTICE

14. Any notice under this MoU will be in writing and delivered by hand or by registered mail, return receipt requested, to the other party at the registered

office or as may be substituted by the notice. If any notice is sent by mail, notice will be effective on the date of receipt.

IN WITNESS WHEREOF, the parties hereto have executed this Understanding on the date, month and year, hereinabove written.

**For and on behalf of  
Illumine Foundation, Mumbai**

*Srinivas Venkatram*

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(Srinivas Venkatram)  
Director  
Illumine Foundation,  
Mumbai  
27<sup>th</sup> March 2019

**For and on behalf of  
AICTE, New Delhi**

*Prof. Anil D Sahasrabudhe*

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(Prof. Anil D Sahasrabudhe)  
Chairman  
AICTE,  
New Delhi  
27<sup>th</sup> March 2019

**Witnesses:**

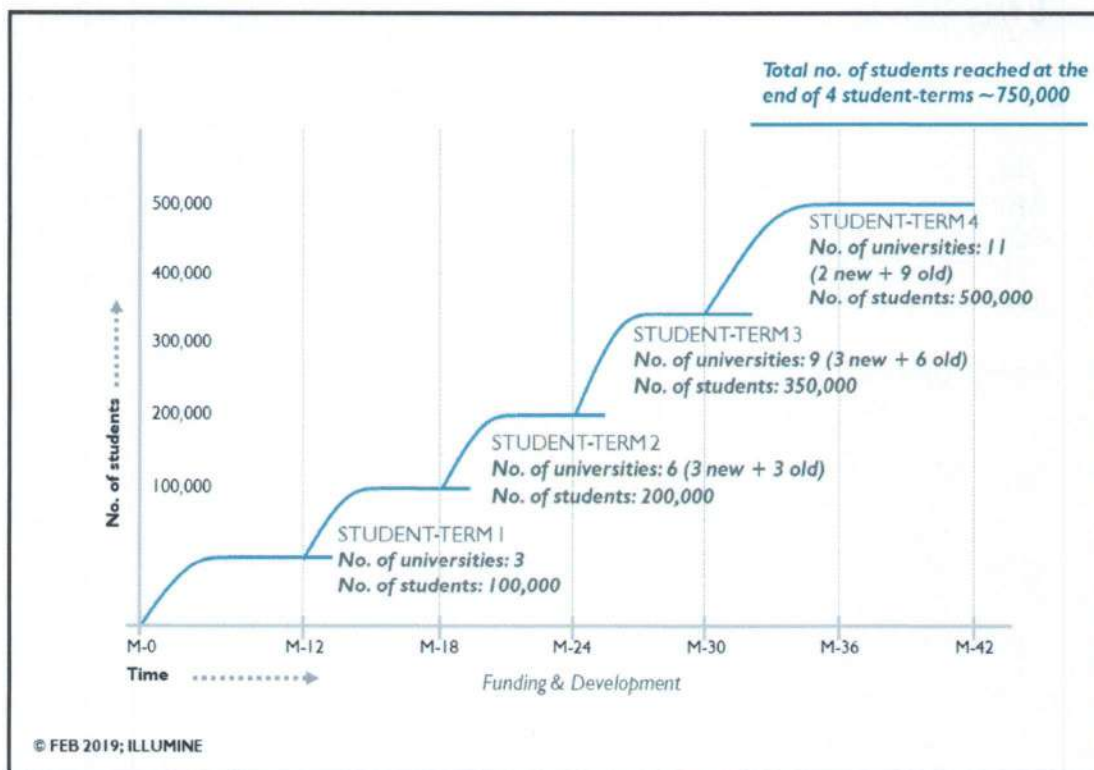
*Biren Anand*

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(Biren Anand)  
Engagement lead  
Illumine Foundation  
Mumbai

*Prof. Rajive Kumar*

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(Prof. Rajive Kumar)  
Advisor - I (P&AP)  
AICTE  
New Delhi

## Annexure 1: Proposed timeline for scale up



The broad roadmap for action will be the following:

1. For a period of 6 -12 months we will raise the necessary funds and funding partners on board to support the program
2. Get an initial group of universities enrolled with the help of AICTE
3. Staff up the Illumine Foundation team to support the execution in this phase and equip them fully
4. There onwards Illumine Foundation will take up the steady scaling up from 3 universities to a total of 11 universities in a span of 24-36 months at the rate of 2-3 universities every term. Resources and funds will be raised to meet this broad schedule. If we find that we are able to achieve these goals without difficulty, we will expand the targets

**Above timelines are subject to –**

- (i) **support from the AICTE as per the MoU.**
- (ii) **availability of funds from corporate funders / Foundations for which Illumine Foundation will put in all the efforts.**