**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter referred to as "MOU") is signed at New Delhi on this 8th March, 2019 and will come into operation of signature (hereinafter referred to as the "Effective Date").

**BETWEEN**

All India Council for Technical Education, a statutory body under Department of Higher Technical Education, Ministry of Human Resource Development, having its...
registered office at Nelson Mandela Road, Vasant Kunj, New Delhi - 110070 (hereinafter referred to as “AICTE”);

AND

Biotech Consortium India Limited, having its registered office at Anuvrat Bhawan, 5th Floor, 210, Deen Dayal Upadhyaya Marg New Delhi - 110 002 (hereinafter referred to as BCIL).

(“AICTE” and “BCIL” are hereinafter collectively referred to as “Participants” and severally as “Participants” as the context may require).

BACKGROUND:

(A) WHEREAS AICTE has been mandated to take all such steps as it may think fit for ensuring co-ordinated and integrated development of technical and management education and maintenance of standards thereof.

(B) WHEREAS BCIL, is a company promoted by Department of Biotechnology (DBT), Govt. of India and set up by all India financial institutions including IDBI, ICICI, IFCI etc. to accelerate commercialization of biotechnology in India. It has been engaged in technology development, technology transfer, project consultancy, fund syndication, information dissemination, manpower and placement training related to biotechnology. BCIL served as the Project Coordination Unit (PCU) for UNEP/GEF supported Phase II Capacity Building Project on Biosafety implemented by the Ministry of Environment, Forest and Climate Change (MoEFCC), Government of India.

(C) WHEREAS Participants have partnered to develop technology enabled resource material in the area of biosafety, based on outputs of the Phase II Capacity Building Project on Biosafety.

(D) WHEREAS the Indian Government is set to expand the Higher Technical Education sector through all modes of delivery and increase the Gross Enrolment Ratio (GER) in Higher Technical Education to 30% by the year 2020. One of the Indian Government initiatives is to provide access to the best quality learning resources across the country through “Study Webs of Active Learning for Young Aspiring Minds” (“SWAYAM”). SWAYAM provides an integrated platform and portal for online courses, using information and communication technology (ICT).

(E) WHEREAS the SWAYAM platform enables institutions to share skills and exchange best practices in high technical education, share innovative pedagogies and assessment techniques and explore its usage in Indian Institutions.
WHEREAS the Participants affirm their commitment to continue collaboration in Higher Technical Education through the signing of this MoU on the provisions provided herein.

THE PARTICIPANTS HAVE REACHED THE FOLLOWING UNDERSTANDINGS:

1. This MoU sets out the framework for Participants collaborating in the area of technology enabled learning.

2. The Participants have decided to jointly work together in order to develop technology enabled learning in the area of biosafety. The Participants will carry out requisite activities to facilitate in sharing information on biosafety, based on outputs of the Phase II Capacity Building Project on Biosafety.

3. Areas of Co-operation:

   This MoU aims to build a long term relationship and to develop healthy and stable arrangements between the Participants.

   Any collaborative programs, projects or activities proposed under the auspices of this MoU will be subject to negotiation, agreement and approval by and between the Participants. The forms of these collaborative programs, projects or activities may include but are not limited to:

   i. AICTE through Ministry of Human Resource Development to upload the online material developed under the Phase II Capacity Building Project on Biosafety on the SWAYAM portal;

   ii. BCIL will promote the SWAYAM portal to the relevant stakeholders about online education resources on the SWAYAM Portal. The topics proposed to be covered are as follows:

      1. Introduction to GE plants
      2. Regulatory framework for GE plants
      3. Cartagena Protocol on Biosafety
      4. Confined field trials of GE plants
      5. Food safety assessment for GE plants
      6. Environment safety assessment for GE plants

   iii. Any other activity as mutually determined by the Participants.

4. Working Arrangement:

   The Participants will constitute a Joint Working Group ("JWG") on technology enabled learning which will be a standing platform for dialogue and exchange of information to facilitate cooperation, foster partnerships and review progress in the field of technology enabled learning.

   The JWG will be co-chaired by designated representatives of the Participants and either Participant will determine the composition of the JWG for its side.
5. **Financial Arrangements**

The financial arrangement for the co-operative activities undertaken within the framework of this MoU will be mutually decided upon by both the Participants on a case-to-case basis, subject to the availability of funds and resources.

Notwithstanding this Paragraph 5, expenses for organizing physical meeting of the JWG will be borne by the Participant hosting the meetings.

The Participant which is sending representatives for participation in the meetings of the JWG, if any, will bear its own travel and living expenses.

6. **Protection of Intellectual Property Rights**

The Participants have decided that neither Participant will acquire any rights to the intellectual property of the other Participant under this MoU.

The terms on which each Participant will be entitled to use the other Participant’s intellectual property rights will be set out in the relevant contractual agreements for any future projects.

7. **Copyright**

It is agreed that BCIL shall abide by the Indian Copyright Act, 1957 and ensure that the Course Contents are actually developed by them and not copied. Copyright clearance will have to be obtained by BCIL for any readings, images and video clips used as core and supplementary reading in case of licensed material if used. Until clearance has been obtained, direct reference to specific materials will not be permitted in video content or other course material. This clause shall survive the termination of the agreement.

Further, Participants agree for compliance of adoption of Standard Creative Commons Licenses (CC-BY-NC-SA) as per the Revised MOOCs Guidelines issued by MHRD for developing Course Content for SWAYAM Platform.

8. **Confidentiality**

This document is confidential. Participants agree to maintain in confidence, and not reveal to any person or body, rights and obligations of the Parties or any information or data which it receives through the other pursuant to this
Agreement. The provision of Confidentiality shall survive the termination of this MoU and continue to bind the parties.

9. Suspension:

Each Participant may for reasons of national security, national interest, public order or public health suspend temporarily either in whole or in part the implementation of this MoU. The suspension shall take effect immediately after written notification has been given to the other Participant through diplomatic channels.

10. Revision, Modification and Amendment:

This MoU may be amended at any time by the mutual written consent of the Participants.

11. Settlement of disputes:

This MoU is not intended to create any legal obligations between the Participants. Any difference or dispute between the Participants concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU will be settled amicably through mutual consultation and/or negotiation between the Participants, without reference to any third party or national or international Tribunal or court.

12. Arbitration

Participants shall make every attempt to resolve dispute amicably, by direct information, negotiations of any disagreement or dispute arising between them under or in connection with this Memorandum of Understanding (MoU) for development of MOOCs for SWAYAM Platform. All differences or disputes arising under and out of these present or in connection with this MoU shall be first referred to the senior executives of each party for an amicable solution. If the dispute is not resolved within a period of thirty (30) days, the same will be referred to arbitration in accordance with Arbitration and Conciliation Act, 1996 (including all amendments thereto). Each party shall appoint one arbitrator each and the two appointed arbitrators shall appoint the third arbitrator. The decision of the arbitrators shall be final and binding on both parties. The venue of arbitration shall be in New Delhi, India. Subject to the above, this MoU shall be subject to the jurisdiction of the Courts in New Delhi, India.

13. Effective Date, Duration and Termination:

This MoU will come into operation from the Effective Date and will continue for a period of six (06) months from the Effective Date (hereinafter referred to as “Term”). Thereafter, both Participants will review the status of this co-operation and may extend the Term on such provisions as mutually decided upon.

Pr. Prof. Anil D. Sahasrabudhe
Chairman
All India Council for Technical Education
110007

Effective Date: [Date]

Term: [Date] - [Date]
Either Participant may terminate this MoU by notifying the other Participant in writing at least thirty (30) days in advance of such termination.

Unless otherwise decided upon by the Participants, the termination of this MoU will not affect the implementation of on-going activities and/or programmes, which have been decided upon before the date of the termination of this MoU.

14. Nothing contained herein will be interpreted or construed as establishing a relationship of master and servant or of Principal and Agent or of employer and employee or to impose any partnership obligation or joint venture or liability upon either Participant.

Signed by:

All India Council for Technical Education

Biotech Consortium India Limited

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Chairman
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