



उत्तर प्रदेश UTTAR PRADESH

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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**Indian Institute of Technology Roorkee**

**AND**

**EdCIL (INDIA) LIMITED, A CPSE UNDER MHRD, IMPLEMENTING PARTNER FOR STUDY IN INDIA,**

**A PROGRAMME UNDER MINISTRY OF HUMAN RESOURCE DEVELOPMENT,**

**GOVERNMENT OF INDIA**

This Agreement shall deemed to be entered on 10<sup>th</sup> January 2019, between "Indian Institute of Technology Roorkee" (hereinafter referred to as the "Partnering Institute"), which expression shall unless repugnant to the context shall deem to include its successors and assigns on one part.

**AND**

EdCIL (India) Limited (Implementing partner), a registered Mini Ratna Category-1, CPSE set up under Companies Act, 1956 under the Ministry of Human Resource Development, Government



of India, having its Registered office at Vijaya Building, 5<sup>th</sup> Floor, 17- Barakhamba Road, New Delhi-110001 and Corporate office at EdCIL (India) Limited House No. 18-A, Sector 16- A , NOIDA-201301 (UP), which expression shall unless repugnant to the Contract, shall deem to include its successors/ subsidiary/ ventures and assigns, hereinafter referred to as “EdCIL (India) Limited” on the other part.

## **1. BACKGROUND OF STUDY IN INDIA PROGRAMME:**

To have a rapid increase in the number of inbound International students into India in the next five years, a "Study in India" programme has been approved by SFC, MHRD on 15.03.2018. EdCIL (India) Limited has been nominated by the Ministry of HRD to be the implementation partner for its execution. The programme aims to increase the inflow of inbound international students through systematic brand-building, marketing, social media and digital marketing campaigns.

Participation in “Study in India” programme is a voluntary exercise wherein the “Partnering Institutes” shall offer seats (out of their total seats as approved by the Indian Institute of Technology Roorkee Senate) and fee waivers for International students in the portal being created by EdCIL on behalf of Ministry of HRD.

## **2. DEFINITIONS**

- (i) The “Partnering Institute” means the institute shortlisted by EdCIL on the basis of NIRF (National Institute Ranking Framework) (IR 2017) rating or any other criteria as approved by MHRD.
- (ii) “EdCIL (INDIA) Limited” means “Study in India” team of EdCIL (INDIA) Ltd.
- (iii) “SII” means the Study in India Programme of the MHRD, Government of India.
- (iv) “Applicant” means an international student who has submitted an application for a degree/non-degree program to the Partnering Institute through the SII portal.

## **3. OBLIGATIONS OF “PARTNERING INSTITUTES”**

- a. For the UG programs, the Partnering Institute (Indian Institute of Technology Roorkee) shall admit international students qualifying the Joint Entrance Examination (Advanced) and as per the rules and regulations specified by the Joint Admissions Board (JAB).
- b. For the PG programs (at Master's and Ph.D. levels), the Partnering Institute would take the applications submitted through the SII portal for further consideration. The Partnering Institute may find it necessary to contact the applicant directly to seek any clarification or further information on the applicant's academic





background. All applicants would need to satisfy eligibility and admission criteria approved by the Indian Institute of Technology Roorkee Senate, and available at their website. The admission criteria may include, among others, satisfactory performance in an on-line/on-site technical interview. The Partnering Institute reserves the right to decline admission to an applicant if not found suitable.

- c. All such admissions will be subjected to necessary approval by the Senate and/or Board of Governors (BoG) of Indian Institute of Technology Roorkee. If found suitable, Provisional Admission offer letters will be issued by Indian Institute of Technology Roorkee clearly stating terms and condition of admission to a particular academic program. Final admission would be subject to verification of the required documents and satisfying all eligibility and admission criteria. However, the Partnering Institute shall in advance disclose the admission criteria in the SII portal for the benefit of potential students from abroad.
- d. Partnering Institute may provide appropriate accommodation and other required facilities to the International students.
- e. The Partnering Institute should provide the fee waivers as committed by them on the central portal [www.studyinindia.gov.in](http://www.studyinindia.gov.in)
- f. The Partnering Institute should assign a faculty advisor and facilitate “mentorship programme” to each International student admitted in it.
- g. If in case the FRRO (Foreign Regional Registration Offices) verification is delegated to the institutes, the Partnering Institute shall coordinate with the local FRRO office for the International students.
- h. All the responsibilities of verification of the certificates/mark-sheets etc. of the prospective student would lie with the institution. Marks conversion/Equivalence criteria/Mutual recognition of courses would also be a responsibility of the Partnering Institute.
- i. The Partnering Institute should provide updated information at reasonable intervals to EdCIL (India) Limited regarding applicant’s final admission through the portal as and when the facility is provided on the portal.
- j. Data transferred/ collected by the Partnering Institute is their responsibility.



#### 4. OBLIGATIONS OF EdCIL (India) LIMITED

- a. EdCIL shall on behalf of MHRD provide a fully functional/operational central portal [www.studyinindia.gov.in](http://www.studyinindia.gov.in)
- b. EdCIL shall ensure proper allocation/merit based allocation on the basis of the academic performance and choice filling of the student on the central portal.
- c. EdCIL shall take care of the aggregated branding, social media and other media for the programme which may/may not include the details of the Partnering institute. Any publicity material, which specifically advertises the Partnering Institute or its programmes, should have prior approval of the Partnering Institute. This is not applicable to any publicity of Study in India programme, or where the name or logo of the Institute is used in the list of institutions in this programme.
- d. EdCIL shall organize periodical fairs/seminar/workshops/participation in events which may/may not have a subsidy element. A fair chance of participation may be given to each of the partnering institute on the basis of decided parameter.
- e. Setup of Domestic/International facilitation centre as may be deemed fit.
- f. EdCIL would undertake any other activity (as approved by MHRD) and which aims to increase the number of International students in India.

#### 5. VALIDITY OF THIS AGREEMENT

This Agreement shall be deemed to be effective for the rest of Academic Year 2018-19 (i.e. Spring 2019 semester and Summer 2019 semester) and may be extended for a further period of 1 more full Academic Year, upon review and feedback received from the students and NIRF rating. Upon termination of this MOU, each Party agrees to return all intellectual properties including Confidential Information shared with it by the other Party under the terms of this Agreement.

#### 6. ARBITRATION

All disputes arising between the parties to the contract as to the interpretation, operation, or effect of any clause in this deed or any other difference arising between the parties, which cannot be mutually resolved, shall be referred to the office of the Secretary HE, Ministry of Human Resource Development for resolving of dispute by way of Arbitration. The Secretary HE, Ministry of Human Resource Development, GOI shall act as the Sole Arbitrator. The decision of the arbitrator as defined above shall be binding on the parties.



## **7. NON-EXCLUSIVITY**

The relationship of the parties under this MOU shall be non-exclusive and both parties, including their affiliates, subsidiaries and divisions, if any are free to pursue other agreements or collaborations of any kind.

## **8. RELATIONSHIP**

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

## **9. COSTS OF THE MOU**

There is no financial implication on either side on account of this memorandum of understanding.

## **10. CONFIDENTIAL INFORMATION**

The Parties acknowledge that, in the course of their negotiations under this MOU, it may be necessary for one Party to provide documentation, technical and business information and/or intellectual property, in whatever form recorded (collectively, "Confidential Information"), to the other Party. All Confidential Information provided or disclosed by either Party hereunder shall remain the property of the furnishing party, and shall be held in strict confidence by the receiving Party, unless the furnishing Party otherwise consents in writing or unless disclosure of such Confidential Information is required by the applicable laws. Confidential Information furnished by any Party here under:-

- i. shall not be reproduced or copied, in whole or in part, by the receiving Party except for use as specifically authorized by this MOU;
- ii. shall, together with any copies thereof, be returned to the disclosing Party, or at the request of the disclosing Party, destroyed, when no longer needed for purposes of this MOU; and
- iii. shall only be disclosed by the receiving Party to its employees who have a need to know such Confidential Information in connection with the performance of this MOU; and who have agreed to comply with the confidentiality obligations set forth herein.

Any information that is specific to the Partnering Institute, including the number of applications and the number of admissions offered will be checked with the Institute before it is publicized.



## 11. LEGALITY

This agreement is not intended to be a legally binding document. It is meant to describe the nature and to suggest the guidelines of the cooperation described above. Nothing therefore shall diminish the full autonomy of either institution, nor will any constraints be imposed by either upon the other in carrying out the agreement.

## 12. NON-DISCRIMINATION

Indian Institute of Technology Roorkee and EdCIL agree not to discriminate against any person because of age, sex, national origin, race, ancestry, color, religious creed disability or handicap, and sexual orientation.

**For and on behalf of the Partnering Institute:**

**Indian Institute of Technology Roorkee**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: Dean

Date: 28-3-2019  
Indian Institute of Technology Roorkee  
Roorkee-247 667 (INDIA)

**Witnessed by**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: Associate Dean (International

Date: 28-3-2019 Relations)

**For and on behalf of EdCIL (India) Limited:**

Signature: \_\_\_\_\_

Name: मनोज कुमार / Manoj Kumar

Designation: Executive Director (Projects)

Date: 28-3-2019  
EdCIL (India) Limited  
EdCIL House, 18-A, Sector 16A  
Noida-201 301 (U.P.) India

**Witnessed by**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

