

Memorandum of Understanding

Between

All India Council for Technical Education

And

IIEC PRIVATE LIMITED

I. INTRODUCTION

This Memorandum of Understanding (MoU) is made at AICTE, New Delhi, on 29th day of July 2023

Between

All India Council for Technical Education (AICTE), a Statutory Body established by an Act of Parliament (52 of 1987) under the Ministry of Education, Government of India having its registered office at **Nelson Mandela Marg, Vasant Kunj, New Delhi-110070** herein after referred to as “**AICTE**”

AND

IIEC PRIVATE LIMITED herein after referred to as “**ED-TECH COMPANY**”

For Product(s)

1. IIEC Certified Ecommerce Professional

WHEREAS

- A.** Under **National Educational Alliance for Technology (NEAT)**, the best technological solutions in education technology for enhancing the employability of the youth, adaptive and personalized learning, experiences for better learning outcomes, skill development in niche areas related solutions/ products, evaluated by AICTE and offered by Ed-Tech companies would be brought under a common platform with a scheme to offer these solutions as per their pricing policy for student community.
- B.** AICTE is the Implementing Agency for the NEAT scheme for better learning outcomes in education through Public-Private Partnerships, which would identify the Ed-Tech Companies, whose products would be brought under the NEAT scheme for the benefit of students of our country and free coupons will be distributed to meritorious economically and socially weaker students.
- C.** Ed-Tech Company has to submit 25 % Coupons in advance for each selected product/course to AICTE, subject to a minimum of 500 seats, to be offered as FREE seats by the Company which would be distributed to the appropriate beneficiaries (economically

and socially weaker students and especially in remote areas) by AICTE as per policy of the Ministry of Education.

- D. The MoU is being signed between AICTE and the Ed-Tech Company for shortlisted Product(s)/Course(s)/Solution(s) for implementing the NEAT scheme effectively. The number of Product(s) / Course(s) / Solution(s) will be part of MoU (as annexed). If out of multiple products, one single product is dropped by the company with the approval of AICTE, this will not call for the cancellation of the complete MoU. The amendments will be made in the Annexure (removal of the particular product) and updated Annexure will be included with the MoU. **The amendment will be automatically deemed to be included as a part of a MoU.**
- E. Once a company is qualified and students are registered, company cannot off-board the students and exit the NEAT portal till completion of course and certification. In case, the company wants to exit the portal; all liabilities related to the students are to be fulfilled by the company and should also fulfill the terms and conditions issued by AICTE regarding exiting from the NEAT Portal as envisaged further in clause 3.5.

NOW, THEREFORE, THIS MoU WITNESSETH AS FOLLOWS:

1.0 Roles and Responsibilities of the ED-TECH COMPANY

- 1.1** The product included in the Annexure, should be offered through NEAT portal by the Ed-Tech Company
- 1.2** The student would initially register as a learner through the NEAT portal, although institute/student will make payment and subsequently institute/student shall be authorized to access the product through Ed-Tech Company LMS/Portal only.
- 1.3** The company should not claim as AICTE evaluated (which are not evaluated by AICTE as per policy of the Ministry of Education).
- 1.4** The features of the product, timelines and fee to be charged shall be clearly spelt out on the NEAT portal as per the approval of AICTE.
- 1.5** Changes in the specification, including language, details and timelines of the product shall be made on the NEAT portal by the Company with explicit approval from AICTE. **AICTE will grant the permission/approval within 10 days of application/request received.**
- 1.6** The deliverables of the product shall be displayed on NEAT Portal.
- 1.7** The fees charged for the product from the institute (per student) shall be displayed as per the Ed-Tech company's pricing policy, in a transparent manner, while marketing the product. The refund/cancellation policy of the company should be clearly spelt out. If company wishes to offer a discount, the same should be pre-defined and applied uniformly for all the institutes across India. The discount mechanism scheme should be in a tabular form as an annexure of this MoU.
- 1.8** Ed-Tech Company would establish payment gateways to receive payments from Institutions via the necessary digital payment gateways established for this purpose. Maximum use of digital technologies for the convenience of students is recommended to include payments across all means approved by Reserve Bank of India.

- 1.9 Ed-Tech Company has to provide 25% free coupons which will be the value of the number of products sold through NEAT portal each year. Accordingly, the EdTech company has to submit 25% of the coupons as free in advance to AICTE based on the average sale of the last three years of the products. Provided that each of them would commit a certain number of at least (500) FCs to begin with. If the product is available at no cost, then by default, the company need not submit Free Coupons.
- 1.10 Out of 25 % free seats accrued by the institutes only 15% Free Coupons will be allocated to the socially and economically weaker sections of the students of that same institute and rest 10% Free Coupons, will be allocated as per the NEAT free seat allocation procedure by AICTE to the students within the vicinity, who can avail this benefit at the Host Institute.
- 1.11 There should be no distinction in course curriculum/Product deliverables in whatsoever manner between the paid students and the students who avail FREE seats. There should not be any deviation in the content and curriculum between the free seat and paid seat.
- 1.12 The Company would be responsible for issuing the certificates to the successful students and information regarding the same needs to be shared with AICTE **through secured electronic/digital mode. The Company shall not prefix/suffix words like degree/diploma/PG (or UG) diploma etc. with the name of the product.**
- 1.13 The Company would be responsible for establishing and maintaining the two tier grievances redressal mechanism for resolving the student grievances as follows:
- (a) Normally all grievances should be resolved within 24 hours or by next working day.
 - (b) Any grievance that is not resolved within 48 hours should be automatically escalated to the next level in the Company earmarked for grievance redressal.
 - (c) The Ed-tech company must have one dedicated email address and customer care contact details for grievance redressal and the same must be prominently displayed on its website..
- 1.14 A monthly report on the grievance redressal should be sent to AICTE.
- 1.15 The logo of AICTE should not be used in the certificates / websites / any promotional material by the company.
- 1.16 The Company should comply with all the instructions or guidelines issued by AICTE time to time regarding working of the NEAT scheme.
- 1.17 The Company should make the Security deposit in the form of a Demand Draft/online transfer/Bank Guarantee at the time of signing MoU in the name of AICTE for the period of MOU as prescribed by AICTE as per the following criteria:

S. No	Annual Turnover of Company (as submitted in Expression of Interest)	Security Deposit per product / Course / Solution
1	Above Five crore rupees	Five lakh rupees only
2	Between two crore and five crore rupees	Two lakh rupees only
3	Below two crore rupees	One lakh rupees only

Note: If there are any GoI guidelines in respect of MSME or Startups on above, the same shall apply.

- 1.18** The security deposit shall remain with AICTE even during extended period of agreement the same shall be refunded without interest, once the company exits as per clause 1.19 and 3.5.
- 1.19** Once a company is qualified and students are registered, company cannot off-board the student and exit the NEAT portal till completion of course and certification. Security deposit shall be returned back (without interest), based on the merit of the case as per the prevailing policy of AICTE
- 1.20** The Company can ONLY mention that “Product evaluated by AICTE” for only those products offered through NEAT Portal which are part of Annexure of this MoU.
- 1.21** Companies may be required to provide learning patterns of Students to AICTE.
- 1.22** EdTech Company should submit their bank statement (or an undertaking from appropriate authority indicating the value of the sale for the products as in the annexure), number of registrations and progress of registered students for each product on half yearly basis to AICTE.
- 1.23** Ed-Tech Company will sign MoU with the particular Institute on similar line as enumerated in this MoU and scheme documents of NEAT for B2B Mode and a signed copy of the MoU would be shared with AICTE.
- 1.24** Ed-Tech Company /or the institute should not make it compulsory for students of a college to purchase a particular product.
- 1.25** Ed-Tech Company / or the institute may create awareness to all the students about the course for empowering them and creating better employability.
- 1.26** Institute may ask all the students to take a particular course for empowering them and creating better employability, provided the institute, bears the cost of the course from their own resources, without charging any fee from the student. Also, a copy of the circular sent to all the students for this purpose should be submitted to AICTE. However, such courses cannot be complete outsourcing of a program, but add-on courses for better employability.

2.0 Roles and Responsibilities of AICTE

- 2.1** AICTE will provide support to Ed-Tech Company for promoting the scheme in its affiliated colleges/institutes by organising regular workshops / webinar / social media campaigning at the regional and national levels to encourage the students/learners.

- 2.2 Half yearly review of sales of the product through NEAT portal, progress, feedback of students, grievances redressal mechanism will be monitored by AICTE. If any EdTech company carries out any unethical practice (launching similar products with similar outcomes) or disobeying any terms and conditions laid down by AICTE, from time to time, then the MoU shall be annulled in case of violation of any such term of agreement alongwith forfeiting deposit amount. The Apex Committee will take suitable decision on any other proposal submitted by the company in the future based on the past performance/records of the company.
- 2.3 The NEAT portal hosting, development and maintenance shall be done by AICTE.
- 2.4 AICTE would be responsible for distributing and monitoring the FREE Coupons to the beneficiaries as per the policy decided by the Ministry of Education.
- 2.5 The Apex Committee will carry out a periodic review (on yearly basis) of the utility of the Product (s) / Course (s) / Solution (s) hosted on the NEAT platform. Such solutions which are unable to attract the users shall be deleted and such solution providers can be dropped from the Alliance.
- 2.6 In case the Product (s) / Course (s) / Solution (s) is not able to attract the users. The Company should exit from the NEAT Portal after fulfilling the liabilities, and should fulfil the terms and conditions issued by AICTE and the security deposit will be refunded without interest.
- 3.0 Commencement, Duration, Amendment and Termination of MoU**
- 3.1 The MoU shall come in force from the date it is signed by the Parties. Until and Unless any specific date is communicated.
- 3.2 The MoU shall be in force initially for a period of 1 year, renewable for a further period mutually decided by the Parties.
- 3.3 Any modification or alterations to the MoU shall be first mutually discussed by the Parties and agreed in writing to become the supplement MoUs.
- 3.4 AICTE would be free to terminate the MoU in case AICTE is not satisfied with the performance, quality, deliverables and unethical practice or disobeying any terms and conditions laid down by AICTE, from time to time. The MoU shall be annulled in case of violation of any such term of agreement along with forfeiting security deposit amount. The Apex Committee will take suitable decision on any other proposal submitted by the company in the future based on the past performance/records of the company. However, AICTE before terminating the MoU would give 30 days' notice in writing to the Company.
- 3.5 In case the Ed-Tech company wants to terminate the MoU, they may do so by giving a 30 days' advance notice in writing and showing 'zero' enrollments (May also refer Clause No.1.19). The company shall also ensure and provide the proof to AICTE that the existing learners enrolled have received all scheduled deliverables as per the Initial purchase agreement.

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3.6 In case the MoU is terminated as a consequence of violation of terms and conditions by the company as per MoU, the security deposit shall be forfeited.

4.0 Dispute Redressal

4.1 Each organization shall announce a coordinator for the execution of MoU. In case of any dispute between the Parties, the dispute shall be amicably resolved in a meeting of the coordinators of organizations. However, if such an effort fails it shall be referred to the Member Secretary AICTE and CEO/MD/Director (Decision Maker)/Any authority of the company/authorized representative of the company. If the dispute is not resolved, then it shall be referred to the Sole Arbitrator who shall be appointed with the consent of both the parties. The arbitration proceedings shall be conducted as per the provisions contained in the Indian Arbitration and Conciliation Act, 1996(as amended from time to time and in force at the time when the reference is made). The Sole Arbitrator shall be appointed within a period of 30 days from date of receipt of written notice/demand of appointment of arbitrator from either party. The decision of the Arbitrator shall be binding on both the parties. The cost of the arbitration proceedings shall be borne equally by both the parties as per Arbitration Rules. The seat and jurisdiction of the arbitration proceedings shall be at New Delhi. The arbitration proceedings shall be conducted in English language.

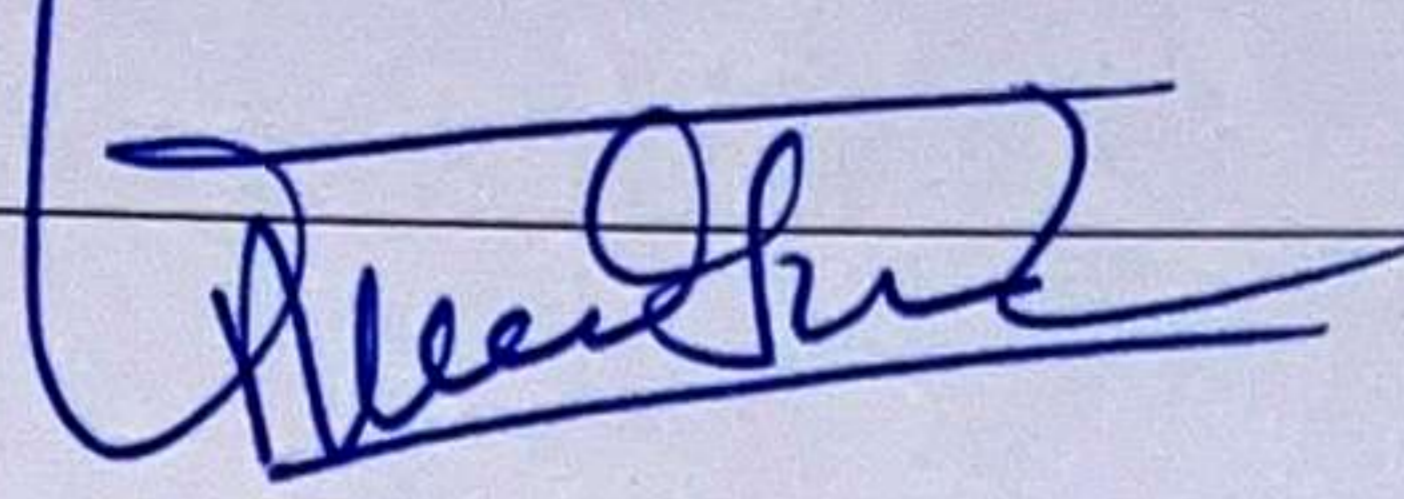
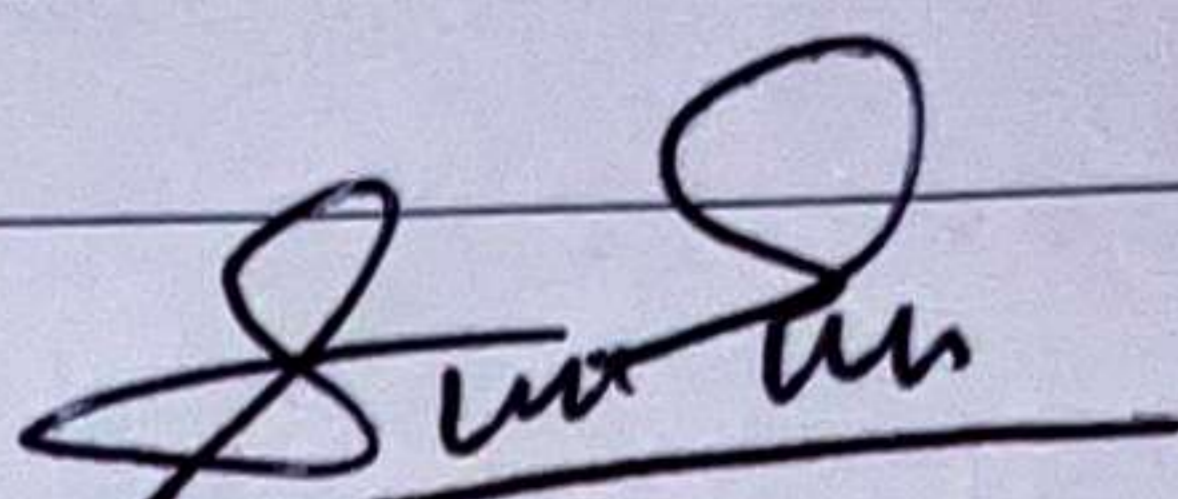
If any dispute still remains unsettled, in that case, the same shall be adjudicated by the Courts of Law at New Delhi

4.2 Once AICTE terminates the MoU, by default the MoU will be terminated at the Institute level too. If the MoU is terminated at the Institute level the detailed information should be shared to AICTE for necessary action. The cost of the products cannot be more than the cost of the product proposed to AICTE at the time of signing the MoU. The institute shall ensure that, the Price of Course / Product shall not exceed the cost approved by AICTE. The Ed-Tech company should intimate about signing of MoU with an individual Institute in Advance to AICTE. After clearance from AICTE, the process of signing MoU with an individual Institute shall be carried out.

5.0 Force Majeure

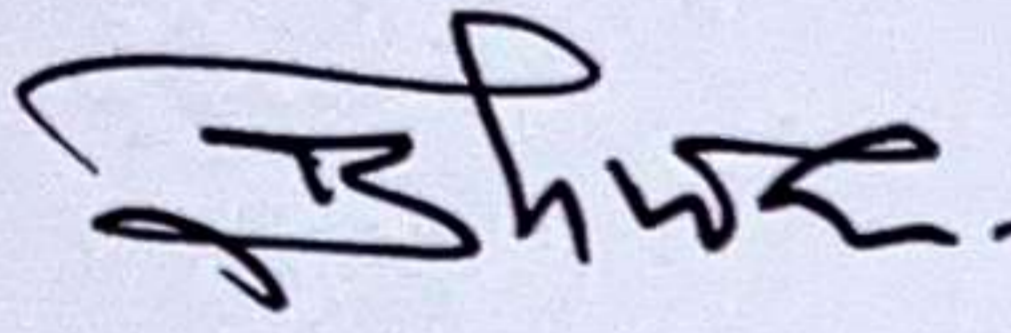
5.1 If at any time, during the continuance of this MoU, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the Company), fire, floods, natural calamities or any act of GOD (hereinafter referred to as EVENT), provided notice of happenings of any such EVENT is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the MoU, nor shall either party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided SERVICE under the Company shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

Accepted and Agreed

For AICTE	For IIEC PRIVATE LIMITED
Signature 	Signature 
Name: डॉ. रविन्द्र कुमार सोनी / Dr. Ravindra Kumar Soni सलाहकार-II / Advisor-II अखिल भारतीय तकनीकी शिक्षा परिषद् All India Council For Technical Education (भारत सरकार का सांविधिक निकाय) (A Statutory Body of the Govt. of India) नेल्सन मंडेला मार्ग, वसंत कुंज, नई दिल्ली-110070 Nelson Mandela Marg, Vasant Kunj, New Delhi-110070	Name: SUMIT PAREEK
Title:	Title: CHAIRMAN
Date:	Date: 31-July-2023

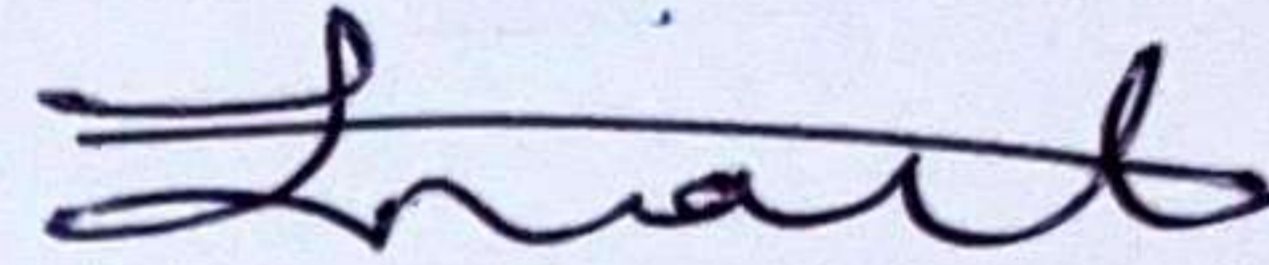
For IIEC PRIVATE LIMITED

Witness


B M THWARI
AD, AICTE

Witness

DIRECTOR

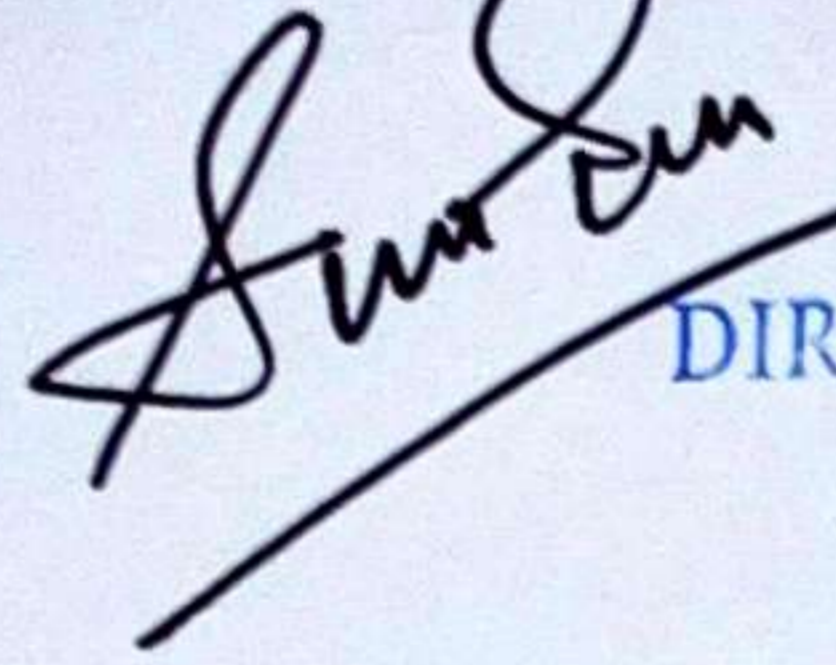


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List of NEAT Products included in the MoU

S.No	Name of the Product	NEAT ID of the Product	Bucket	Price of the Product per Student
1	IIEC Certified Ecommerce Professional	NEAT20221126_PROD_1	B2B	12500

For IIEC PRIVATE LIMITED


DIRECTOR

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