

successors and permitted assigns, of the first party.

2. Indian Institute of Technology (IIT), Mandi, is an autonomous public technical and research institute located in Mandi district of Himachal Pradesh at Kamand Campus, VPO Kaand, Distt, Mandi – 175075, India represented through its authorized signatory hereinafter referred to as “**THE SECOND PARTY**” which expression shall unless excluded by or repugnant to the meaning of context thereof be deemed to include its successors and permitted assigns, of the second party.
3. Department of Secondary Education, Uttar Pradesh having its camp office at 18 park Road, Lucknow-226001, India represented through its authorized signatory hereinafter referred to as “**THE THIRD PARTY**” which expression shall unless excluded by or repugnant to the meaning of context thereof be deemed to include its successors and permitted assigns, of the third party.

WHEREAS Uttar Pradesh Skill Development Mission (UPSDM) Uttar Pradesh Skill Development Mission (UPSDM) has been established in 2013 with a view to meeting the skill training requirements of the youth in industry-oriented trades under a holistic framework following an integrated approach. In order to achieve the above objective, the UPSDM aims to engage private training providers for imparting short-term skill development training to eligible candidates under different schemes as per the directives of the UPSDM, Govt. of India and the Govt. of Uttar Pradesh.

The Training will be financed under the Government sponsored schemes under implementation at the time of commencement of training.

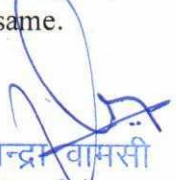
WHEREAS the Indian Institute of Technology (IIT), Mandi is an autonomous public technical and research institute located across India. It is under the jurisdiction of the Ministry of Education. THE SECOND PARTY has expressed its interest to "THE FIRST PARTY" to train the students of the state of Uttar Pradesh as science and technology leaders and innovators.

WHEREAS the Department of Secondary Education, Uttar Pradesh having its camp office at 18 park Road, Lucknow-226001, hereinafter referred to as the THIRD PARTY will mobilize the students for training.

NOW WHEREAS “THE FIRST PARTY” and “THE THIRD PARTY” has accepted the proposal of the “SECOND PARTY” and have decided to sign this memorandum of understanding with the following objective:

1. Objectives:

This subject agreement may be considered as a Memorandum of Understanding to pool the respective strengths, resources, expertise and goodwill of all the respective parties to the MoU for the purposes of supporting in inspiring young people to be leaders and innovators in science and technology by involving them in mentor-based summer camp and successful completion of the same.


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2. Role and responsibility of THE FIRST PARTY:

- a) The UPSDM would bear all the costs of the training which will be appropriated from the relevant financial provisions under SANKALP.
- b) The UPSDM would pay the cost of training to the IIT Mandi against its invoice, as when raised.
- c) The UPSDM would also bear the to and fro travelling cost for the students and teachers, apart from the cost of their training, boarding and lodging at IIT, Mandi campus.
- d) The initiative will be piloted under SANKALP as a free-of-cost training in Future Skills under the caption of "Engagement with Technical Institutes for hands-on training".

3. Role and responsibility of THE SECOND PARTY:

- a) IIT, Mandi will conduct an online screening test of the students of the State studying in 12th pass & above in different colleges of the State on and around April, after the Board examination is over.
- b) IIT, Mandi would share the calendar for the online screening test with the UPSDM and the Department of Secondary Education, UP sufficiently before the date of the test for the students to enable them to make necessary preparation.
- c) IIT Mandi would conduct an online test of the students that prefer to register themselves on its portal, and the link will be shared with the UPSDM and the Department of Secondary Education within 7 days from the signing of the MOU.
- d) IIT, Mandi would not charge any fee or raise any compensation from the students and the teachers undergoing training during their stay at its campus or at any stage later also. The cost incurred on their boarding and lodging would be charged upon the UPSDM.
- e) IIT, Mandi would provide the study material/notes and stationery to the trainees and offer its mentorship during the training.
- f) IIT, Mandi would provide certificates to all the trainees after the training programme.
- g) IIT, Mandi would bear the financials of Awards and Prizes that it gives to the trainees during the training on the basis of their performance.
- h) IIT, Mandi would provide a project completion report to the UPSDM after its end for records and onward submission.
- i) IIT, Mandi would share the roadmap to UPSDM for scaling up the proposal.

4. Role and responsibility of THE THIRD PARTY:

- a) The DOSE will mobilize and sensitize the students for availing the free-of-cost training opportunity at a premier institution of the country for their career progression.
- b) The DOSE would identify and nominate the requisite number of teachers, preferably of the science stream, and finalize their names for attending the said training programme. The DoOSE would issue necessary approvals also for the teachers in respect thereof.
- c) The DOSE would communicate the result of the Screening test to the successful students once declared by the IIT, Mandi.

5. Selection of the candidates:

The call for participation is announced to all schools in the first week of March. An entrance test shall be conducted possibly online, covering the below syllabus:

- a) Aptitude: verbal and non-verbal reasoning; critical thinking-based questions.
- b) Physics: Basic understanding of current, voltage, batteries and applications, vectors,

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kinematics, simple problems on rigid body dynamics, basic semiconductor devices, AC, and circuit-based problems.

- c) Mathematics: Basic algebra, functions, coordinate geometry, probability, Boolean algebra, 3D geometry.

The top 100 students (12th pass & above) will be selected for the school camp based on this test and equal numbers to be nominated by each of the Directorate of Training and Employment and Department of Secondary Education whereas the training is sponsored by the UPSDM through funding under SANKALP.

6. Training module and duration:

- a) Robotics
b) Programming and Computer
c) Electronics
d) Introduction to AI

The training will last one month and will be divided into two phases. In the first phase, students will be provided with knowledge of the above subjects, while in the second phase, innovative projects will be prepared by them. The best Projects will be selected based on competition.

7. Certification:

All students and teachers who participated in the training programme will receive certificates while the first three projects selected through the competition will also be rewarded. The certificates will be issued by the Center for Continuing Education, which will have the logos of IIT, Mandi and Uttar Pradesh Skill Development Mission.

8. Cost Estimation:

- a) "THE FIRST PARTY" will payout the funds to the Indian Institute of Technology (IIT), Mandi for the number of students and teachers/instructors trained & certified. In case of dropouts after advance payments for a batch, the fees per candidate amount need to be adjusted in later batches. Costs related to boarding or lodging will be paid on an actual basis.
- b) In case, the candidate leaves the training within one weekday due to any reason. UPSDM would be allowed to send a replacement at no extra cost.
- c) The detailed 30 days training cost is mentioned below:

S.No	Budget	Count (No.s)	Per Day cost (Rs)	Total Cost (Rs)
1	Boarding and Lodging of students	200	₹ 400.00	₹ 24,00,000.00
2	Faculty Mentoring		₹ 10,000.00	₹ 3,00,000.00
3	Students Volunteer	20		₹ 2,00,000.00
4	Lab Staff	5		₹ 40,000.00
5	Classroom Usage	1	₹ 10,000.00	₹ 3,00,000.00
6	Experiment Material	120		₹ 12,00,000.00
7	Misc. Consumables			₹ 1,00,000.00
8	Institute Overheads (30%)			₹ 13,62,000.00
9	Total (Excluding GST)			₹ 59,02,000.00

*The above is a tentative budget; if there are any unforeseen additional expenses, the same

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[Signature]

will be borne by UPSDM against invoice.

*50% of the total tentative budget would be transferred to CCE IIT Mandi before commencement of the programme.

9. Timeline:

The tentative Timeline for the summer camp is as follows:

- a) Registration Closes: 21st -28th Feb 2023
- b) Qualifying Examination: -30th April 2023
- c) Summer Camp: 4th July 2023

10. Non-Binding Nature of this MoU:

Despite the statements and obligations expressed herein, this MoU is a non-binding expression of the current intentions of the parties, and neither party will incur nor be bound to any legal obligations or expense hereunder to the other party until and unless definitive agreements have been negotiated, approved by the necessary management levels of each party and executed and delivered by authorised representatives of all the parties.

11. Termination:

This "MoU" may be terminated forthwith by either Party by assigning a reason by giving two months' written notice to the other Party on the occurrence of one or more of the following events: a. If any. Party commits a breach of any of its obligation under this "MoU" and fails to provide remedy within 15 days from the date a written notice shall be sent to such Party.

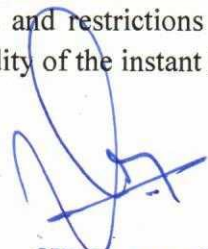
12. For the purpose of this term 'confidential information' shall mean any information disclosed by either party whether in writing, orally or through any other electronic mode or device to each other.

Confidential information shall also include the information gathered by either party during its visits to the training locations. All the parties do hereby agree that any such information that comes to the knowledge of either party as a result of any such visit shall be kept strictly confidential and that any such information would not be divulged to any other party other than the executing parties to this agreement and will not be made use of in any other way except the one connected with the purpose.

13. The parties shall

- i. otherwise hold the information obtained from the other party strictly confidential and restrict its access to their authorized staff who need to possess it for evaluation, reporting and another official purpose to achieve the objective and who are bound by the confidentiality obligations contained in this agreement; and
- ii. not use the confidential information other than for the purpose specified herein; and
- iii. not disclose confidential information to any other party save the executing ones without the prior written consent of the other party whom the said information is related to.


The obligations and restrictions contained in the above clause shall survive till the period and validity of the instant MoU as indicated in the foregoing paragraphs.



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14. That except as otherwise provided in this MoU, no party would disclose to any other person the terms, conditions or other them concerning the negotiations/discussions as contemplated between in terms hereof.
15. That the parties understand and agree that none of them acquires by implication or otherwise any right in or title to or licence in respect of confidential information under any disclosure made under this agreement other than for the purpose set out in the agreement.
16. That this MoU covers the exchange of confidential information which may be made between the parties entered into this agreement.
17. That agreement would initially be for a period of 01 year from the date of its effectiveness i.e. the currency of the proposed project, if not abrogated earlier with mutual consent by the executing parties. However, it will be extendable for a period mutually agreed upon by all the parties either on similar terms or with modified provisions as mutually agreed upon.
18. That any modification in the clauses, conditions obligations provision contained in different paragraphs of the instant agreement may be affected by mutual consent of all the executing parties and would be construed as an integral part of the principal agreement in all terms, narrations and derivatives.
19. That the rights, powers and remedies provided in this agreement would be deemed as cumulative and would not exclude or sever the rights or remedies provided to either of the executing parties by the office or by law of the land.
20. That each party shall perform its respective obligations described above without charge to the other party.
21. That the instant MoU contains the complete and entire understanding between the parties on the subject matter hereof and supersedes all discussion, proposals, understanding, oral or written relating to the subject matter.
22. That the MoU shall apply instead of and notwithstanding the terms and conditions in any specific legend or restrictive statement associated with any information, exchanged document and duties of the parties shall be determined exclusively by the terms and conditions of this agreement.
23. That no party shall assign or transfer any of its rights and/or responsibilities to any other party other than the executing ones without the prior consent of the other party.
 - 1) That each party represents and warrants to the other party that-
 - a) It is duly authorized and has validity existing under the terms of the jurisdiction in which it is incorporated and has the necessary power and authority under applicable terms to carry on its business and/or perform its functions.
 - b) This agreement:
 - i. Is within its powers and has due approvals and authorization for execution.
 - ii. Does not conflict in any material respect with any law or regulation or its legal or constitutional documents and nothing is there on record which forbids either of the executing party to sign the instant agreement.


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- 2) That this MoU shall be governed by and the rights and obligations of the parties shall be conceived in all respects in accordance with the law of the land. Any controversy or dispute arising in connection with this agreement would be resolved and settled through mutual dialogue and conciliation. No party would resort to any legal remedy in resolving the disputes.

24. Force Majeure

Definition

- a) For this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents, employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- d) The Client / Authority will decide the eventuality of Force Majeure which will be binding on all the parties.

25. No Breach of Agreement:

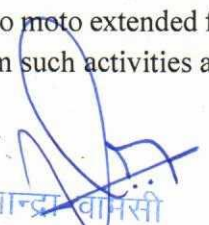
The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of or default under, this Agreement so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.


26. Measures to be taken:

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event, not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of the such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

27. Extension of Time:

Any period within which a Party shall, under this Agreement, complete any action or task, shall be deemed as suo moto extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure.


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28. Payments:

No payment shall be made during the period of C.E.Gs' inability to perform the Services as a result of an event of Force Majeure until and unless such payment pertains to the period before the Force Majeure.

29. In witness whereof, the parties hereto have caused this agreement to be signed by their respective and duly authorized representatives on.....^{12th}..... the day of Feb 2023 at Lucknow and would come into effect immediately.

Signed for and on behalf of
Uttar Pradesh Skill Development Mission
(First Part)

Name:

Designation:

Witnesses:

i.

ii.

Signed for and on behalf of
The Department of Secondary Education

Name:

Designation:

Witnesses:

i.

ii.

Signed for and on behalf of IIT,
Mandi
(Second Part)

Name:

Designation:

Witnesses:

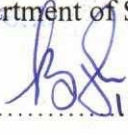
i.

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S.M.S


12/2/2023

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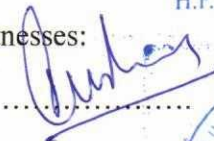
JOINT DIRECTOR
EDUCATION

(Signature)
12-02-2023

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Dr. Venkata Krishnan

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12/2 Tushar Jain

