

उत्तर प्रदेश UTTAR PRADESH

EE 638739

MEMORANDUM OF UNDERSTANDING

BETWEEN

Sacred Heart College, Kochi

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 be deemed to be entered on 8th May 2018, between "Sacred Heart College, Kochi" (hereinafter referred to as "partnering institute"), which expression shall unless repugnant to the context shall be deemed 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, 5th 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 be deemed to



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 overseas 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" are required to commit seats (out of their total seats) and fee waivers for overseas students in the portal being created by EdCIL on behalf of Ministry of HRD.

2. DEFINITIONS

- (i) "Partnering institute" means the institute shortlisted by EdCIL on the basis of NIRF(National Institute Ranking Framework) (IR 2017) /NAAC(National Assessment and Accreditation Council) 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.

3. OBLIGATIONS OF "PARTNERING INSTITUTES"

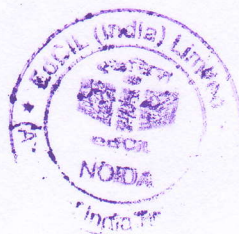
- a. Partnering Institute would be required to offer admission based on the selection of overseas candidates made through the counseling process on central admission portal and should not deny admission with or without committed fee waivers to the student. SII will roll out a conditional admission letter stating the terms of admission. Final admission would be subject to document verification.
- b. In addition to the above, in any rare circumstance, if another round of "virtual interview" is required, the same would have to be intimated in advance to EdCIL for being categorically mentioned in the conditional admission letter.



- c. Partnering Institute should provide an International hostel and a dedicated fully functional International student affairs office for the foreign students and should have supporting facilities for on-boarding of students and their engagement throughout the stay. They would also be open to introducing any overseas student friendly facilities as may be mutually agreed with EdCIL.
- d. The institute should provide the fee waivers as committed by them on the central portal www.studyinindia.gov.in
- e. Institutes should arrange the “mentorship programme” like assigning buddies to each of the student admitted through the central portal.
- f. If in case the FRRO(Foreigner Regional Registration Offices) verification is delegated to the institutes, partnering institutes should be willing to act as a local FRRO office for the foreign students.
- g. All the responsibilities of verification of certificates/marksheets 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.
- h. Institute should provide updated information to EdCIL (India) Limited regarding students final admission through the portal as and when the facility is provided on the portal.
- i. Data transferred/ collected by the 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
- 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.
- 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. Set up 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 foreign students in India.

5. VALIDITY OF THIS AGREEMENT

This Agreement shall be deemed to be effective from 1st April, 2018 and shall be valid for a period of one year i.e. up to 31st March, 2019 and may be extended for a further period of 1 more year, upon review and feedback received from the students and NIRF/NAAC 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 nonexclusive 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

Each Party shall bear the respective costs of carrying out the obligations under this MOU.



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 hereunder

- 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.

For and on behalf of the Partnering Institute:

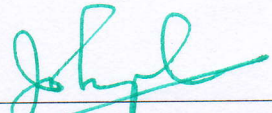
Sacred Heart College, Kochi

Signature: _____

Name: _____

Designation: _____

Date: _____


Dr. Johnson X Palackappillil
Principal
Sacred Heart College (Autonomous)
Thevara, Kochi-682 013

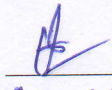
Witnessed by

Signature: _____

Name: _____

Designation: _____

Date: _____


Dr. K.M. Johnson
Associate Professor
08/06/2018




For and on behalf of EdCIL (India) Limited:

Signature: _____

Name: _____

Designation: _____

Date: _____


मनोज कुमार / Manoj Kumar
कार्यकारी निदेशक (परियोजनाएँ) / Executive Director (Projects)
एडसिल (इण्डिया) लिमिटेड / EdCIL (India) Limited
एडसिल हाउस 18-ए, सेक्टर-16ए, नोएडा-201 301 (उत्तर प्रदेश) भारत / EdCIL House, 18-A, Sector 16A, Noida-201 301 (U.P.) India

Witnessed by

Signature: _____

Name: _____

Designation: _____

Date: _____


संदीप गोयल / SANDEEP GOEL
मुख्य महाप्रबंधक (वित्त) / Chief General Manager (Finance) &
कम्पनी सचिव / Company Secretary
एडसिल (इण्डिया) लिमिटेड / EdCIL (India) Limited
(भारत सरकार का मिनी रत्न सीपीएसई)
(A Mini Ratna CPSE under Govt. of India)
एडसिल हाउस, 18-ए, सेक्टर-16ए, नोएडा-201 301 (उत्तर प्रदेश)
EdCIL House, 18-A, Sector 16A, Noida-201 301 (U.P.)

