



## MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

Agri Industries Vikas Chamber, a non- Government Organization registered with Ministry of Corporate Affairs (Govt. of India) located in New Delhi at 101-104, KG Marg, New Delhi – 110001 having registration number U01409HR2018NPL073655, having its J&K Partner and office with M/s Indo Kash Professionals Pvt Ltd., at Mehjoor Nagar Near Hotel Raffada, Srinagar, Kashmir, here in after called **AIVC, New Delhi**, which expression shall, where the context so admits, be deemed to include its successors, executors and administrators, represented through its Director, AIVC, New Delhi on the **FIRST PART**,

And

SCERT J&K on behalf of School Education Department, JK UT, having its offices located behind Directorate of school Education, Muthi, Jammu-18006 which expression shall, where the context so admits, be deemed to include its successors, executors and administrators, represented through its Joint Director SCERT, Central on the **SECOND PART**,

WHEREAS, AIVC, New Delhi works to development and up skilling of sectors through Research, Technology Innovation, Financial Inclusion, Entrepreneurship, Awareness & Education about various Government Schemes, Sharing Best Practices and to provide an interface with industry partners and other institutions for inclusive growth.

AIVC organized "India Education & Learning Expo – 2022" at Patna, Ranchi, Silliguri & Srinagar. The event was unique and first of its kind, where both, education providers and seekers, will be on a single platform and share their ideas with each other. Along with technology partners and other allied service providers in the field of education will also participate to make awareness about latest technology and gadgets can be used to help in advance studies and make studies a better experience. Career counselor and mind coach from different part of country will also participate to Guide the students for making right choice in their career.

WHEREAS Department of school education, is an overarching program me for the school education sector extending from pre-school to class 12 prepared with the broader goal of improving school effectiveness measured in terms of equal opportunities for schooling and equitable learning outcomes and subsumes the three erstwhile Schemes of Sarva Shiksha Abhiyan (SSA), Rashtriya Madhyamik Shiksha Abhiyan (RMSA) and Teacher Education (TE),

WHEREAS, AIVC, New Delhi vide letter No. NIL dated 07.11.2022 had submitted a proposal to

School Education Department, J & K for organizing various activities and conducting psychometric Olympiad Test for school students.

THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both the AIVC, New Delhi and DSE J&K, hereby acknowledge and agree to a sign a Memorandum of Understanding (MoU) on 16<sup>th</sup> day of November at SCERT, Jammu.

## A. OBJECTIVES

The objective of this collaboration is to:

- i) This would provide a complete ladder to the students to upskill themselves in the field of their interest in line with NEP-2020 while undergoing the normal curriculum of their respective classes right from class 4th onwards till he/she passes his/her class 12th.
- ii) To maximize the implementation process of NEP.
- iii) To create awareness about NEP and its implementation process.
- iv) To enhance Education Tourism and national tourism in Jammu & Kashmir.
- v) To create healthy & friendly environment for Education and culture inter exchange.
- vi) To create awareness among the parents regarding new education technology and courses.
- vii) Modular certificate will be earned by student at the end of test.
- viii) To upskill the drop out / out of school students under the Samagar Shiksha Abhiyan (SSA) of Right to Education Act 2009.
- ix) To trains Teachers in line with new pedagogy and teaching aids and upskilling their abilities.
- x) This initiative will help the student to define a clear career path very early in his career and accordingly he or she will develop skills during his or her normal class curriculum in line with NEP-2020.

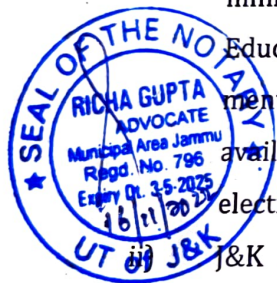


## **B. ROLE OF AIVC, New Delhi**

- i) AIVC will conduct psychometric Olympiad Test in all Govt. / Private schools of J&K for class 4<sup>th</sup> to 12<sup>th</sup>.
- ii) AIVC will organize National Conclave of NEP in J&K.
- iii) AIVC will Organize Education Fair in J&K.
- iv) AIVC shall conduct Faculty Development Programmes (Trainer Training Programmes) for teachers of J&K SED Govt Schools.
- v) AIVC will upskill 8000 drop out / out of school students under the Samagar Shiksha Abhiyan (SSA) of Right to Education Act 2009.
- vi) AIVC will arrange the funds required to organize National Conclave and Education Fair through sponsorships / own sources.
- vii) AIVC will Charge Rs. 150/- per student for conduct of Psychometric Olympiad Test.

## **C. Role of School Education Department J & K (JKBOSE/SCERT/Smagara Shikhsa/DIET)**

- i) J&K School Education Department shall provide suitable Venue / Auditorium, with a minimum capacity of 500 participants, as venue to conduct the National Conclave and Education Fair as complementary contribution towards the execution of above-mentioned activities during the days of events / activities. The venue should be made available one day prior to the event for making necessary arrangements. It includes electricity and water supply.



- ii) J&K School Education Department would provide local administrative support / NOC's as and when required for smooth conduct of the events.
- iii) J&K School Education Department will provide Teacher's Bhawan accommodation facility during the event and help for other government related accommodation available.
- iv) J&K School Education Department will facilitate the AIVC with State Transport facility for local transit of the participants / delegates.
- v) J&K School Education Department will provide contact list of schools in J&K.
- vi) J&K School Education Department (SCERT) shall pay the remuneration and other perks as per the SCERT norms.

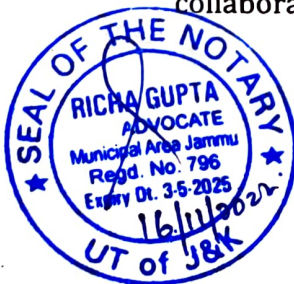


## D. FORCE MAJEURE

For the purpose of this MoU, the expression "Force Majeure" shall mean any cause affecting the performance of a party of its obligations arising from acts, events, omissions, happenings, or non-happenings, beyond its reasonable control including (but without limiting the generality thereof) Governmental Regulations, fire, flood, earthquake, strikes, or any other disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non- happening shall only be considered Force Majeure if it is not attributable to willful act, neglect or failure to take reasonable precautions of the affected party. Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever, including but not limited to any damages or abetment of charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform or resume performance of such obligations hereunder for the duration of such Force Majeure event.

## E. TERMS AND CONDITIONS OF SIGNING MEMORANDUM OF UNDERSTANDING (MoU)

- I. The documents submitted by the organization are supported by registration issued by competent authority and self-attested by the Chief executive (CE) of the organization.
- II. All documents submitted by NGO shall be deemed to form part of this MoU.
- III. The activities mentioned by the NGO in MoU shall be carried out only after prior consent from the School Education Department and shall be monitored by MoU signing organization/Department within the framework notified by MoE, GoI from time to time.
- IV. Conditions:
  1. Total financial implications shall be borne by the partner NGO.
  2. Duration of the agreement shall remain in force from 16 November 2022 to 16 November 2023 and shall be extendable subject to satisfactory performance of NGO up to accomplishment of the project.
  3. This MoU shall commence from 16.11.2022 and will dissolve at the end of 16.11.2023.
- V. The parties shall agree to adhere the confidentiality expectations and respect for collaborative approach.



## F. TERMINATION

The present MoU can be terminated by either party by giving a notice of three months. In this regard neither party shall have any claim against the other party and its officials on account of termination of this MoU. However, the responsibilities and duties of both parties in respect of the students already registered for any of the Programs under this MoU shall not end with the termination of the MoU, and these will remain valid in totality until completion of evaluation of the already registered students and reporting of their results by both parties.

## G. IPR

Rights regarding publications, patents, royalty, ownership of product, design, process, code-base, etc. under the scope of this MOU, shall be decided by both the parties by mutual consent.

## H. CONFIDENTIALITY

- i. During the tenure of this MOU, both SCERT J&K and AIVC will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance to this MOU.

Both SCERT J&K and AIVC shall bind their respective personnel who come into possession or knowledge of any confidential information NOT to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this MoU or PROJECTS.

- iii. Further both SCERT J&K and AIVC shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.
- iv. Confidential Information shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this MoU or any subsequent addendum, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored,



which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- a) Is or become publicly available through no fault of the receiving party
- b) Is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- c) Is independently developed by the receiving party without reference to the confidential information of the disclosing party
- d) Is rightfully obtained by the receiving party from a third party or is in the public domain.
- e) Is disclosed with the written consent of the party whose information it is, or
- f) Is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

## I. AMENDMENTS

Any amendment add/or addenda to this MoU shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the MoU and have the effect of modifying the MoU to the extent required by such amendment or addenda.

## J. INDEMNITY

Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages / losses) arising out of or in connection with this MOU.

## K. ARBITRATION

In the event of any difference or dispute arising between the parties in connection with or concerning the observance of the terms and conditions or interpretation thereof, the

same shall be jointly resolved by Director AIVC, New Delhi and Joint Director SCERT Central in a spirit of independence, mutual respect and shared responsibilities, without


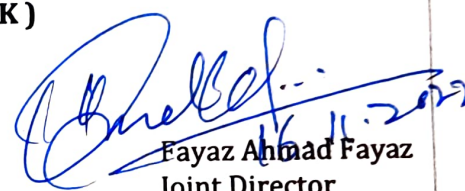




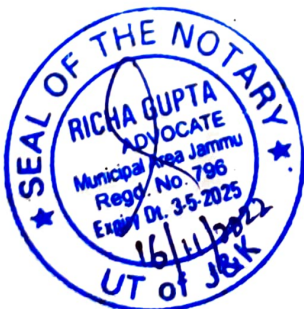
any resort to arbitration or other form of legal remedy including resort to court of law.

L. This MoU shall commence from 16.11.2022 and will dissolve at the end of 16.11.2023.

**IN WITNESS WHEREOF THE**

**Parties hereof have caused this Memorandum of Understanding (MoU) to be signed in their respective names as of the day and year first hereby above written.**

<p><b>For and on Behalf of AIVC</b></p> <p> (Signature of Authorized Signatory of AIVC, New Delhi)</p> <p>Dr. Manoj Gupta DIRECTOR</p> <p>AIVC, 101-105, First Floor, Naurang House, K G Marg, New Delhi 110001.</p> <p>Contact No. +91 7206139752</p>	<p><b>For and on Behalf of SCERT J&amp;K</b></p> <p>(Signature of Authorized Signatory of SCERT J&amp;K )</p> <p> Fayaz Ahmad Fayaz Joint Director Joint Director Contact No. +91 7006323959 (Central)</p>
<p><b>In witness whereof</b></p> <p><b>Witness 1:</b></p> <p>Signature: </p> <p>Name: Sanjeev Singh</p> <p>A-667, Sector-19, Noida (U.P)</p> <p>Contact No. +91 9810072173</p>	<p><b>In witness whereof</b></p> <p><b>Witness 2:</b></p> <p>Signature: </p> <p>Name: Rajesh Hali</p> <p>Academic Officer SCERT J&amp;K</p> <p>Contact No. +91 7006323959</p>



Execution Admitted Hence Attested

16/11/2022  
NOTARY PUBLIC  
Municipal Area, Jammu





सत्यमेव जयते

## INDIA NON JUDICIAL

### Government of Jammu and Kashmir

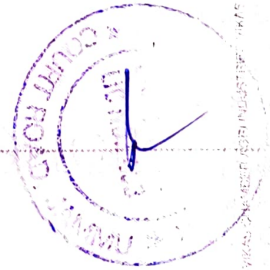
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**Certificate No.** : IN-JK91751172726572U  
**Certificate Issued Date** : 16-Nov-2022 12:54 PM  
**Account Reference** : NEWIMPACC (SV)/ jk12640204/ SUPERTECH HIGH COURT/ JK-JM  
**Unique Doc. Reference** : SUBIN-JKJK1264020477400450958764U  
**Purchased by** : AGRI INDUSTRIES VIKAS CHAMBER  
**Description of Document** : Article 5 Agreement or Memorandum of an Agreement  
**Property Description** : MEMORANDUM OF UNDERSTANDING  
**Consideration Price (Rs.)** : 0  
(Zero)  
**First Party** : AGRI INDUSTRIES VIKAS CHAMBER  
**Second Party** : DEPARTMENT OF SCHOOL EDUCATION THROUGH SCERT  
**Stamp Duty Paid By** : AGRI INDUSTRIES VIKAS CHAMBER  
**Stamp Duty Amount(Rs.)** : 100  
(One Hundred only)



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