

# INDIA NON JUDICIAL Government of Uttar Pradesh

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**EdCIL INDIA LIMITED** 

Article 5 Agreement or Memorandum of an agreement

PLOT NO-18A, SECTOR-16A, FILM CITY, NOIDA 201301

**EdCIL INDIA LIMITED** 

Not Applicable

**EdCIL INDIA LIMITED** 

(One Hundred only)



Please write or type below this line-----

# MEMORANDUM OF UNDERSTANDING

BETWEEN

THE WB NATIONAL UNIVERSITY OF JURIDICAL SCIENCES, KOLKATA (for Law)

AND

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

A PROGRAMME UNDER MINISTRY OF EDUCATION, GOVERNMENT OF INDIA

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This Agreement shall deemed to be entered on 1st April 2021, between "The WB National University of Juridical Sciences, Kolkata" (hereinafter referred to as "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 Cateogry-1, CPSE set up under Companies Act, 1956 under the Ministry of Education, 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 overseas students into India in the next five years, a "Study in India" programme has been approved by SFC, MOE on 15.03.2018. EdCIL (India) Limited has been nominated by the Ministry of Education 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 Education.

# 2. DEFINITIONS

- (i) "Partnering institute" means the institute shortlisted by EdCIL on the basis of NIRF (National Institute Ranking Framework-2020) or NAAC (National Assessment and Accreditation Council) rating or any other criteria as approved by MOE.
- (ii) "EdCIL (INDIA) Limited" means "Study in India" team of EdCIL (INDIA) Ltd.
- (iii) "SII" means the Study in India Programme of the MOE, Government of India.

# 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.

Smt. Sikha Registrar (Acting) Registrar (Acting) The West Bengal National The West Bengal National University of Juridical Kolkata - 700106

- 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 <a href="https://www.studyinindia.gov.in">www.studyinindia.gov.in</a>
- 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 MOE 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 genter as may be deemed fit.

f. EdCIL would undertake any other activity (as approved by MOE) and which aims to increase the number of foreign students in India.

# 5. VALIDITY OF THIS AGREEMENT

This Agreement shall deemed to be effective from 1st April 2021 and shall be valid up to 31st March, 2022 and may be extended for a further period of 2 more Academic Year by sending the consent through an official email from <a href="mailto:studyinindia@edcil.co.in">studyinindia@edcil.co.in</a>, upon review and feedback received from the students and NIRF or 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 Education for resolving of dispute by way of Arbitration. The Secretary HE, Ministry of Education, 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.

#### 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:

For and on behalf of EdCIL (India) Limited:

THE RESERVE TO SERVE THE PROPERTY OF THE PERSON OF THE PER	AL UNIVERSITY OF JURIDICAL SCIENCES,		
KOLKATA			1
Signature:	nicharrabarti	Signature:	275
Name:	PROFESSOR DR. N. K. CHARRABARTI	Name:	Shri. Sandeep Goel
Designation:	VICE CHANCELLOR	Designation:	Chief Financial Officer, CGM-SII
Date:	13.08.2021	Date:	

Designation: Designation: Chief Financial Officer, CGM-SI

Date: Designation: Designation: Chief Financial Officer, CGM-SI

Witnessed by

Signature: Name: Designation: Date: Designation: Date: Date: