

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

**NATIONAL INSTITUTE OF ELECTRONICS AND INFORMATION  
TECHNOLOGY (NIELIT)**

### AND

**BHARTIYA SHIKSHA BOARD**

THIS AGREEMENT is made on this 15<sup>th</sup> day of **December 2023** at **NIELIT HQ, New Delhi**.

### BETWEEN

The Bhartiya Shiksha Board (BSB), a National Board of School Education notified by the Government of India, Ministry of Education, having its principal office at Patanjali Yogpeeth, Phase-2, Delhi-Haridwar National Highway, Bahadrabad, Haridwar-249405, India, hereinafter referred to as "BSB", which expression shall wherever the context or the meaning so require or permit be deemed to mean and include their successors, legal representatives and assigns, being Party of the FIRST PART.

### AND

National Institute of Electronics and Information Technology, an autonomous scientific society under the administrative control of Ministry of Electronics and Information Technology (MeitY), Government of India having its principal office at NIELIT Bhawan, Plot No.3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077, India, hereafter referred to as, "NIELIT" which expression shall wherever the context or the meaning so require or permit be deemed to mean and include their successor, legal representatives and assigns, being Party of the SECOND PART.

NIELIT and BSB are individually referred to as a "Party" and collectively as the "Parties".

### WHEREAS:

1. The 'Bhartiya Shiksha Board' (BSB) has been set up with the permission of the Government of India in 2019 having its principal office at Behind Patanjali Yogpeeth, Phase-2, Delhi-Haridwar National Highway, Bahadrabad, Haridwar- 249405. The developed curriculum and syllabus across school education are made as envisaged by the National Education Policy (NEP) 2020 and the National Curriculum Framework (NCF) 2023. The new school structure i.e. 5+3+3+4 being followed by BSB in creating the school

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curriculum and pedagogy for 15 years of schooling, assessment pattern, including semester system specially for the secondary classes is in tune with the NEP 2020 and NCF 2023.

2. National Institute of Electronics and Information Technology (NIELIT), is an autonomous scientific society under the administrative control of Ministry of Electronics and Information Technology (Meity), Government of India and works towards the development of industry-oriented quality education and training and is the country's premier Institute for examination and certification in the field of Information Electronics and Communications Technology (IECT).
3. This BSB has a mandate to bring education reforms at the grassroots level by implementing globally recognised 21st century skills for skilling children from a very young age at the school level, focusing on creating learning by doing mindset parallel to mainstream education during the school years under the guiding principles of the new education policy and the new curriculum framework; identify industry/market demand sectors that represent courses most popular amongst students considering future career demands like Information Technology (IT), business, finance, agriculture, tourism.
4. BSB and NIELIT would like to jointly create an age appropriate school-based curriculum based content which is aligned to National Skill Qualification Framework (NSQF) standards recognized by the Ministry of Skill Development and Entrepreneurship, Govt. of India.
5. The BSB and the NIELIT intend to collaborate with each other and work jointly on harnessing the experience of both the institutions.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. Following shall be the committee members pooled from the respective institutions:

BSB side:

- i. Dr. B. K. Tripathi, Advisor, BSB
- ii. Dr. Nidhi Gusain, Education Officer, Vocational Education BSB
- iii. Shri. Shrawan Kumar, Consultant Vocational Education, BSB

NIELIT side:

- i. Shri Ripunjay Singh, Additional Director, NIELIT HQ
- ii. Shri Saket Saurabh, Deputy Director, NIELIT HQ
- iii. Shri Himanshu Mohan, Consultant, NIELIT HQ

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Dr. Nidhi



2. **Development of Vocational Courses:** The board will collaborate with NIELIT in developing the NSQF aligned courses mainly in IECT area and also look for the possibilities to develop some customized courses in the field of Agriculture, Business Management, Tourism; which will have IT as an important module with each domain specific module and each life skills module. The NIELIT will provide the resource pool for the development of customized courses. The content development will initially focus on the Secondary level i.e. class IX-XII (14-18 yrs children). The committee will jointly work to decide three identified areas of the vocational framework i.e. (i) Domain Knowledge, (ii) Entrepreneurial Skills and (iii) Life Skills; to be adopted across vocational education-based teaching and learning at the school level. The main spirit of the vocational curriculum will be to provide the students with skill based vocational courses in order to improve their employability in the future, as well as to instill entrepreneurial and life skills in students. The design of the curriculum in terms of content and activities will be in strict compliance of the National Educational Policy 2020 and NCF 2023.
3. **Training & Capacity building:** The execution of vocational programs will be mutually executed by both the parties which may involve capacity development of teachers, developing separate teacher training modules etc. The virtual training setup may be utilized for the training and capacity building purpose. As mutually decided by both the parties, special focus will be given for developing capacities of students throughout the year while they undertake the vocational courses. Training sessions and capacity building through online/offline mode, workshops, exposure visits will be organized in order to train them with state-of-art technology from time to time on regular intervals.
4. **Internship/Apprenticeship, Assessment & Joint Certification:** The NIELIT will jointly work with BSB to provide industrial training/internship/apprenticeship to students in the identified sectors. Both the parties may jointly work on conducting the Term End summative assessments of students which will be conducted at the school level. Both the parties have agreed on issuing joint certificates to students after the successful completion of the course.
5. **CONSIDERATION:** Both the parties agree that no financial burden will be imposed from either side during the course content development. But for conducting the training and capacity building, a mutually decided Fee can be charged from the schools affiliated with the BSB. Further, if parties envisage any other project(s) other than Vocational Education with financial implications or requiring payment of fees, then Bhartiya Shiksha Board and NIELIT shall sign separate MoUs on need basis.
6. **SCHEDULE:** Bhartiya Shiksha Board and NIELIT will sign a separate addendum on a project-to-project basis.



- 7. DURATION OF ENGAGEMENT/TERM OF THE MoU:** The initial period of this MoU may be 3 years from the date of signing. Once the initial period of 3 years is over, the MoU will be extended for the further period as may be decided with mutual consent.
- 8. DELIVERABLES & REPORTING:** When necessary, BSB and the NIELIT will sign a separate addendum or MoUs for this, and all deliverables and reports about the project shall be elaborated in the addendum or the MoU as the case may be.
- 9. PROMOTIONS, BRANDING & PUBLISHING:**
- a) It is agreed and understood that all press releases or other public communications or the like relating to this MoU or any MoU(s) under this MoU or the transactions contemplated between the Parties, including the method of release of any publication, other than the announcement approved mutually shall be subject to the mutual approval in informing of the NIELIT and the BSB.
  - b) The Parties shall own their respective creations, trademarks, copyrights and other intellectual property rights. To the extent, this MoU envisages permitted use of each other's logo, mark or name, the Party to which such logo, mark or name belongs shall be deemed to have licensed such permitted use to the other Party under this MoU. Notwithstanding, Parties will take the other Party's written consent before using the other Party's name, logo or mark. Before any publication is made, the other Party's written approval shall be obtained.
- 10. OBLIGATION OF THE PARTIES:**
- a) The parties agree to display the NIELIT and the Bhartiya Shiksha Board logos, in relation to a project, on the project site, its resource materials, annual report(s)/newsletters and its website. To this extent, both Parties shall ensure that the intellectual property rights of each other are not used for any unauthorized purpose.
  - b) The BSB and the NIELIT shall exercise reasonable skill, care and diligence in the performance of the obligation under this MoU.
  - c) The BSB and the NIELIT shall ensure that all the project obligations are met as per specific project project-wise addendum to be executed separately.
- 11. TERMINATION:**
- a) Each Party has the right to terminate this MoU or any MoU(s) executed under this MoU by giving 1 Month's advance notice to the other Party or on a mutually agreeable basis in writing.
  - b) Without prejudice to the preceding, steps shall be taken to ensure that the termination of this MoU will not compromise or discriminate against any of the activities undertaken or shall hamper the completion of any project started under this MoU.

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## 12. LIABILITY:

The aggregate liability for both parties will be limited to returning the material or the Intellectual Property Rights, if any, exchanges to execute the obligation under this MoU.

## 13. OTHER TERMS & CONDITIONS:

- a) AMENDMENT: The MoU shall be amended only by written mutual consent of both the Parties to the MoU.
- b) NO RELATIONSHIP: Nothing in this MoU shall constitute or be deemed to constitute a partnership between the Parties, nor render the other the agent of the other for any purpose whatsoever. Neither Party shall have the right or authority to assume, create or have the power to bind the other Party to contract or make any liability or obligation, express or implied, against, in the name of, or on behalf of another party.
- c) FORCE MAJEURE: A Party shall be excused from performing its obligations under this MoU to the extent its performance is delayed or prevented by a Force Majeure Event provided that the affected Party promptly notifies the other of the occurrence of such Force Majeure Event. For this clause, "Force Majeure Event" means circumstances beyond a Party's reasonable control, including but not limited to change in government policy, unrest, strikes, fire, flood, epidemic, the act of God, war, riot, and natural calamities. In case the Force Majeure Event continues for a period exceeding thirty (30) days, either Party shall have the right to terminate this MoU immediately by intimating the other in writing.
- d) NOTICE: All notices, reports and receipts shall be in writing and shall be deemed duly given on (1) the date of personal or courier delivery; (ii) the date of transmission by telecopy or another electronic transmission service provided a confirmation copy is also sent not later than the next business day as in (1), or confirmation of receipt is received, or (iii) the date of receipt by any other means of delivery. The address for service of notice to the respective Parties till changed intimating in writing: -

### National Institute of Electronics and Information Technology

NIELIT Bhawan,  
Plot No. 3, PSP Pocket, Sector-8,  
Dwarka, New Delhi-110077,

Email: [registrar@nielit.gov.in](mailto:registrar@nielit.gov.in)

Telephone: 011-25308300, Ext. - 222

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*Handwritten signature*

**Bhartiya Shiksha Board**

Behind Patanjali Yogpeeth, Phase-2, Delhi-Haridwar National Highway,  
Bahadrabad, Haridwar- 249405

Email: [secretary@bsb.org.in](mailto:secretary@bsb.org.in)

Telephone: +91-98681 22209

**14. COMPLIANCE & REGULATIONS**

The Parties represent and warrant that (i) they currently comply with all applicable domestic or foreign-anti-bribery or anti-corruption laws, including those prohibiting the bribery of Government Officials, and will remain in compliance with all applicable laws; (ii) will not authorize, offer or make payments directly or indirectly to any Government Official; (iii) no part of the payments received if any, for any reason (whether compensation or otherwise) from each other will be used for any purpose that could constitute a violation of any applicable laws.

**15. CONFIDENTIALITY**

- a) The Parties shall keep, all data or information disclosed by each other in connection with this MoU confidential, use it only for the MoU provisions for the Project, protect it from unauthorized use, reproduction, access and damage or destruction and employ the same degree of care as it would employ to protect its confidential information. Under such an eventuality wherein the data must be shared with statutory bodies, each party must inform the other party of such disclosure at least five days before submitting the information to the statutory bodies.
- b) The Parties shall not, during or after the termination of the MoU, disclose to any third party any confidential information arising from the or the MoU or the MoU(s) under this MoU (other than in the proper performance of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction) except with the prior written permission from the other Party.
- c) For this Clause, "Confidential Information shall mean information relating to proprietary, technological, economic, financial, legal, administrative business or technical matters of both Parties.

**16. GOVERNING LAW & JURISDICTION**

This MoU shall be governed by and construed by the laws of India, without giving effect to its choice of laws and rules and shall be submitted to the exclusive jurisdiction of the courts of New Delhi.



## 17. DISPUTE RESOLUTION

The Parties shall resolve any dispute amicably, and if any dispute remains unresolved, it shall be settled by arbitration by a single arbitrator appointed by the Parties. The venue of arbitration shall be in New Delhi. The arbitration shall be conducted under the provision of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force, and the award of such Arbitrator shall be final and binding upon the Parties hereto.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this MoU to be executed on the date first written above:

For: **Bhartiya Shiksha Board**

Name: Rajesh Pratap Singh, IPS (Retd.)

Designation: Secretary, Bhartiya Shiksha Board

WITNESS:

1. Shrawan Kumar Sukla

2. Arjun Singh

For: **National Institute of Electronics and Information Technology**

Name: Rajneesh Kumar Asthana

Designation: Registrar, NIELIT

WITNESS:

1. Arjun Singh  
15/12/2023.

2. Arjun Singh  
15/12/23