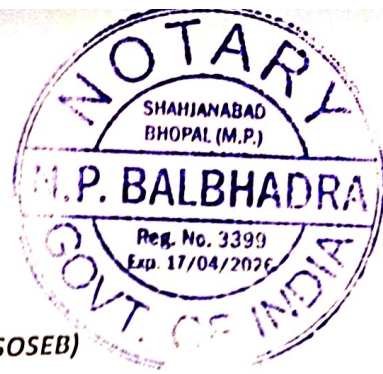


- 4 FEB 2025



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL INSTITUTE OF OPEN SCHOOLING (NIOS)
AND
THE MADHYA PRADESH STATE OPEN SCHOOL EDUCATION BOARD (MPSOEB)**

Whereas the **National Institute of Open Schooling** (hereinafter referred to as the party of first part), which is an autonomous institute under the Ministry of Education (MoE), Government of India, having its Headquarter at A-24/25, Institutional Area, Sector 62, NOIDA - 201309 (UP). The party of the first part will be represented by its Secretary (hereinafter to be called the Secretary NIOS), which expression shall unless repugnant to the context of meaning thereof include its successors or permitted assignees of the FIRST PART.

And

Whereas **Madhya Pradesh State Open School Education Board** (here in after referred to as the party of second part), which is a School Education Board under School Education Department, Govt. of Madhya Pradesh having its Headquarter at Madhyamik Shiksha Mandal Campus, Shivaji Nagar, Bhopal - 462011 (M.P.). The party of the second part is represented by its Director, (hereinafter referred to as Director MPSOEB) which expression shall unless repugnant to the context of meaning thereof include its successors or permitted assignees of the SECOND PART.

The first part and the second part have mutually agreed to work together and impart the Vocational Education & Skill Training initially for a period of Five years which can be extended on mutual consent for another 5 years on the terms and conditions stipulated hereinafter.

(The NIOS and the MPSOEB are individually referred to as "Party A" and "Party B" and collectively referred to as the "Parties")

1. AIMS AND OBJECTIVES.

The NIOS and MPSOEB have agreed to work jointly to achieve the following objectives:

- 1.1 To impart the Vocational Education & Skill Training to the learners through Study Centers of Madhya Pradesh State Open School Education Board.
- 1.2 To design competency based comprehensive course curricula (Syllabi, self-learning materials, etc.) as per requirement and demand which may arise in future.
- 1.3 To conduct the workshops/job fair/ career symposium/ campus recruitment programmes of the NIOS Vocational Courses by MPSOEB at different zones of India with consultation of NIOS.
- 1.4 To provide the placement assistance to the pass-outs of NIOS Vocational Courses.

The first part and the second part have mutually agreed to work together and impart the vocational education as agreed between them initially for a period of five years on the terms and conditions stipulated hereinafter.


Director
MP State Open School Education Board
Bhopal



2. THE ROLES AND RESPONSIBILITIES OF NIOS (FIRST PART).

- 2.1 NIOS will authorize MPSOSEB to run the NIOS Vocational Courses through Study Centres of MPSOSEB.
- 2.2 MPSOSEB will have authority to run all Vocational Courses, except those Courses that are being offered with other bodies/Organizations under the MOU. (as per Annexure - A)
- 2.3 NIOS will provide academic support, wherever possible.
- 2.4 NIOS will support to MPSOSEB in Promotion & Publicity of Vocational Education.
- 2.5 No NIOS course shall be run in any of the institutions, other than centres of MPSOSEB with out approval of Competent Authority.
- 2.6 NIOS will charge only 20 % of the total Course Fee.
- 2.7 The NIOS may provide resource personnel or experts for different activities like evaluation, paper setting, theory & practical examination, if required. The cost incurred will be borne by MPSOSEB.
- 2.8 Intellectual property/copy right: Both the parties have agreed that the copy right/intellectual property rights of the study material will be with NIOS only. The study material will not be reproduced or reprinted by the Second Party. If however such requirement arises then permission will be taken from the Competent Authority of NIOS.
- 2.9 The first party and the second party mutually agreed to issue the certificates having name and logo of both the parties. The certificates may be issued by the MPSOSEB to all the successful candidates of MPSOSEB & NIOS.

3. THE ROLES & RESPONSIBILITIES OF MPSOSEB (SECOND PART).

- 3.1 MPSOSEB will offer the NIOS Vocational Courses, as per mutually agreed term.
- 3.2 MPSOSEB will pay 20 % of total Course fee prescribed by NIOS after completion of Admission.
- 3.3 The Self learning Material (Study Material) of Vocational Courses of NIOS, is available on its website, may be used by MPSOSEB.
- 3.4 If the Study material is required, the cost of the Study material will be paid by MPSOSEB to NIOS as per norms.
- 3.5 A team for academic support and monitoring work may be constituted by MPSOSEB in consultation with NIOS.
- 3.6 MPSOSEB may organise the workshops/job fair/ career symposium/ campus recruitment programs at different zones of India.
- 3.7 The guidelines for evaluation will be developed by the second part with the consultation of the NIOS.

Now, therefore, in consideration of the promises and mutual agreements and covenants contained in this MOU and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), each Party hereby agrees as follows:


Director
M.P. State Open School Education Board
Bhopal



4. TERM.

This MOU shall become effective fromDate.....and shall continue to be in effect for a term of five years ("Term").

This MOU may be extended in writing by the Parties and unless such extension in writing is made by the Parties, the MOU shall stand terminated upon the expiry of the Term.

NOW THIS AGREEMENT WITNESSETH AS UNDER.

Joint Coordination Committee (JCC).

4.1 For the purpose of seamless execution of the objective, the parties shall jointly, set up a team known as **Joint Coordination Committee (JCC)**. The JCC would be responsible for the overall administration and implementation of the project and would recommend amendment to the MOU as and when necessary.

4.2 Implementing committee will be the joint committee comprising two officers each from NIOS and MPSEB. The Director (VE), Dy. Director (VE), NIOS will be the members of JCC from NIOS whereas Director and Assistant Director (Vocational Educational) will be the members of JCC from MPSEB.

5. SCOPE.

Under the joint collaboration between NIOS and MPSOS, the aim is to connect the learners of Madhya Pradesh State with Vocational Education and provide skill training so that employment platforms can be made available to them. This joint venture will make the learners of Madhya Pradesh state skilled and competent according to their interest. *As per need & demand, this joint venture will work in M P at present.*


6. EXCLUSIVITY CLAUSES.

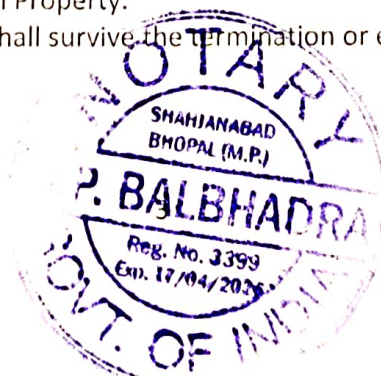
Both the parties have agreed to assist each other in respect of offering the Vocational Education Courses of NIOS, in collaboration with each other.

7. INTELLECTUAL PROPERTY RIGHTS AND OBLIGATIONS.

Neither Party shall use the trademarks, brand names, logos, copyrights, or any other intellectual property rights belonging to the other Party for any reason whatsoever without the prior written consent of the other Party. However, Name of Organization is allowed to use the Logo of the NIOS for all the courses for which this MOU is entered for the purpose of subject to the terms and conditions of this MOU, the Parties agree that the Intellectual Property rights created or generated under this MOU shall be the sole and exclusive property of each Party. The Intellectual Property shall at all times, during the term of this MOU and thereafter be in the exclusive ownership, possession and control of each Party. (The Parties acknowledge that nothing in this MOU shall be construed as granting any right, title or interest to the other Party, whether during the term of this MOU or thereafter). The Parties hereby agree that the Parties shall individually reserve the right to transfer, assign and convey their own Intellectual Property.

The provision of this Clause shall survive the termination or expiry of this MOU.


Director
M.P. State Open School Education Board
Bhopal





8. CONFIDENTIALITY.

Each Party agrees to hold the Confidential Information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose such information to third parties or to use such information for any purposes whatsoever other than the performance of this MOU.

Each Party agrees that any Confidential Information obtained by them from the other Party shall not be publicly disclosed or used for activities other than those contemplated in this MOU, except as required by law (including upon the orders of any regulatory or statutory authority having jurisdiction), or, with the prior written consent of the other Party. Both the Parties agree to keep all the information disclosed to each other strictly confidential during and even after the termination of this MOU.


The Parties agree that they shall (a) use such Confidential Information only in connection with fulfilling their obligations under this MOU, (b) during the term of this MOU and thereafter, hold such Confidential Information in strict confidence and exercise due care with respect to their handling and protection of such Confidential Information, consistent with their own policies concerning protection of their own proprietary and/or trade secret information and (c) disclose, divulge or publish the same only to such of their employees or representatives in order for such employees or representatives to carry out the purposes of this MOU and to no other person or entity, whether for their own benefit or for the benefit of any other person or entity.

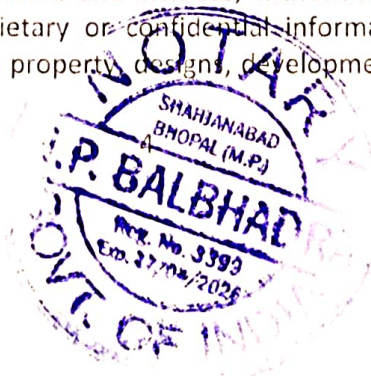
Both the Parties further agree to return all Confidential Information in their possession, control or custody immediately upon termination or expiration of this MOU.

Either Party agrees that in the event, either Party is required to disclose Confidential Information to any competent authority or under any applicable law, such Party shall intimate the other Party with regard to the disclosure of the Confidential Information and shall assist the other Party in obtaining a protective order. However, in the event of failure to obtain such an order, such other Party shall disclose the Confidential Information to such competent authority. Such Party shall limit disclosure of the Confidential Information.

Each Party shall ensure that it shall in no manner whatsoever indulge in the disclosure or dissemination of Confidential Information to any third party with the prior written approval of the other Party. In the event of unauthorized disclosure and dissemination of Confidential Information by either Party to any third party, the same would cause irreparable injury to the other Party and no amount of monetary compensation would cure such an injury caused and such Party reserves the right to get an injunctive order from the court of competent jurisdiction preventing the other Party from making such unauthorized disclosures. Further, either Party reserves the right to immediately terminate the MOU in the event of breach of the confidentiality obligation by the other Party.

Confidential Information means and includes, without limitation any trade secrets, knowledge, data or other proprietary or confidential information relating to products, processes, know-how, intellectual property, designs, developmental or experimental work,


P. Balbhadra
Director
M.P. State Open School Education Board
Bhopal





ideas, innovations, computer programs, computer artwork, databases, other original works or authorship, customer and supplier lists, business plans, marketing plans and strategies, financial information or other subject matter pertaining to any business of either Party or any of either Party's customers, suppliers, consultants or licensees, which may or may not be registered under any of the laws pertaining to protection of intellectual property rights in the country; personnel data information and materials developed, collected or used by the personnel of either Party information related to deals or proposed deals to be entered into by either Party information disclosed by third parties with which either Party may have a business relationship, business practices and all other proprietary information, methods and property of either Party whether in tangible and/or intangible form.

9. "INDEMNITY.

The Parties agree to extend reasonable cooperation to each other in defending any claim(s) by local, state or central authorities against either Party, with respect to levies, taxes, duties, fines and/or penalties etc. due and payable in relation to activities undertaken to implement this MOU. Either Party hereby agrees to indemnify the other Party and each of its respective officers, employees, representatives attorneys, affiliates and agents and save and hold them harmless from and in all respect of including but not limited to all liabilities, obligations, damages, penalties, claims, actions, judgments, suits, fees, costs and expenses, including legal fees incurred in connection with or resulting from any claim, action or demand against them that arises out of or in any way relates to:

- (i) Any breach of any warranty or obligation under this MOU; or
- (ii) Negligence, fraud, misconduct or willful default on the part of either Party during the Term of this MOU;
- (iii) Any breach of any third party's rights;
- (iv) Any breach of the terms and conditions of this MOU.

Subject to the above, neither Party shall be liable to the other Party or to any other person or entity for special, indirect, reliance, incidental, or consequential damages or loss arising out of the provision of the services or arising out of this MOU, whether in an action arising out of breach of contract, breach of warranty, delay, negligence, strict tort liability, patent matters, or any other theory whether or not it had any knowledge, actual or constructive, that such damages might be incurred.

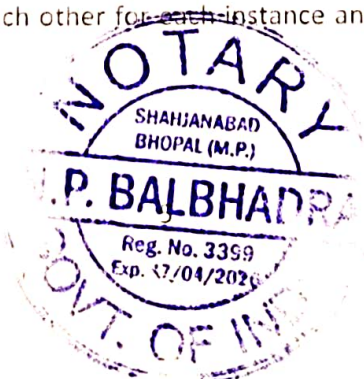
10. TERMINATION.

Either Party may terminate this MOU without assigning any reason whatsoever, and without incurring any liability therefore, by serving a written notice of three (3) months to the other Party.

11. MATTER NOT PROVIDED IN..

If any doubt arises as to the interpretation of the provisions of this MOU or as to matters not provided therein, the Chairperson of MPBOSEB & Chairperson NIOS to this agreement shall consult with each other for each instance and resolve such doubt in good faith.


Director
M.P. State Open School Education Board
Bhopal





12. MEDIATION CLAUSE

In the event of any dispute arising between the parties, they shall first attempt to resolve the same through mediation, in accordance with the rules and procedures of Mediation Act. The parties agree to mediate any disputes arising under or connection with this contract, before resorting to arbitration or litigation.

13. ARBITRATION CLAUSE

All disputes in connection with the execution of the contract shall be settled under the provisions of arbitration and conciliation Act, 1996 updated and rules framed there under and in force shall be application to such proceeding. The arbitration proceeding shall be written in English language. The arbitration proceedings shall take place at only Delhi/New Delhi.

14. DISPUTE RESOLUTION & ARBITRATION CLAUSE.

In the event of any disputes, jurisdiction shall be determined in accordance with the laws of the land, as prescribed. The same shall be referred to Arbitral Tribunal consisting of an independent and impartial sole arbitrator to be mutually appointed by the Parties and such Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended up to date and rules hereunder or any re-enactment thereof. The Seat and venue of Arbitration shall be Delhi, and the language of Arbitration Proceedings shall be English.

15. NOTICES.

Any notice and other communications provided for in this MOU shall be in writing and shall be first transmitted by facsimile / electronic transmission, and then confirmed by postage, prepaid registered airmail or by internationally recognized courier service, in the manner as elected by the Party giving such notice to the following addresses:

In the case of notices to NIOS:

Address : National Institute of Open Schooling (NIOS), A-24/25,
Institutional Area, Sector - 62, NOIDA
Dist. Gautam Buddha Nagar - 201 309 Uttar Pradesh

In the case of notices to MPSEB

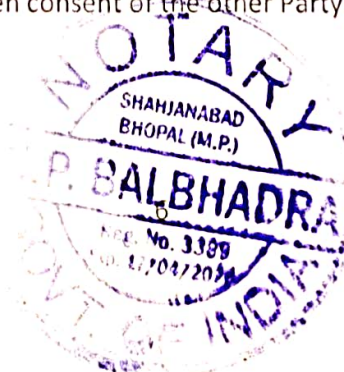
Address : Madhya Pradesh State Open School Education Board
Madhyamik Shiksha Mandal Campus, Shivaji Nagar,
Bhopal - 462011 (M.P.)

16. MISCELLANEOUS.

Assignment.

Neither Party is entitled to assign its rights and obligations under this MOU to any other person/entity, without the written consent of the other Party.


Director
M.P. State Open School Education Board
Bhopal





Reservation of rights.

Failure by either Party to insist upon strict performance of any of the provisions contained in this MOU shall in no way constitute a waiver of its rights as set forth in this MOU, at law or in equity, or a waiver of any other provisions or subsequent default by the other Party in the performance of or compliance with any of the terms and conditions set forth in this MOU. No forbearance, indulgence or relaxation or inaction by a Party at any time to require performance of any of the provisions of this MOU shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. Any waiver or acquiescence by a Party of any breach of any of the provisions of this MOU shall not be construed as a waiver or acquiescence of any right under or arising out of this MOU or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this MOU.

Force Majeure.

Neither Party shall be responsible for any delay or failure in performance of any part of this MOU to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil, or military authority, act of God, act or omission of carriers, or other similar causes beyond its control ("Force Majeure Event"). If any such Force Majeure Event occurs, the Party claiming the Force Majeure Event shall give immediate written notice to the other Party, and if such event continues for ninety (90) days or more, the Party not claiming Force Majeure Event may elect at its sole discretion to: (a) terminate this MOU; or (b) allow the Party claiming the Force Majeure Event to resume its performance hereunder once such condition ceases, with the option of the Party not claiming Force Majeure to extend the period of this MOU up to the length of time the condition endured.

Partial invalidity.

If any provision of this MOU is held to be invalid or unenforceable to any extent, the remainder of this MOU shall not be affected and each provision of this MOU shall be valid and enforceable to the fullest extent permitted by Applicable Law.

Entirety.

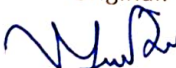
This MOU constitutes the entire MOU between the Parties with respect to the subject matter hereof to the exclusion of all other understandings and assurances, either written or oral and supersedes all prior MOUs and understandings between the Parties for performance of the Services.

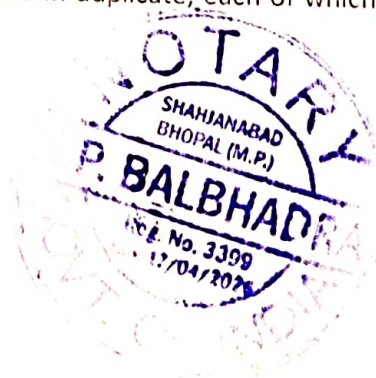
Amendment.

No modification or amendment to this MOU and no waiver of any of the terms or conditions hereto shall be valid or binding unless made in writing in the form of a formal MOU and duly executed by both the Parties.

Counterparts.

This MOU has been executed in duplicate, each of which shall be deemed to be an original.


Director
M.P. State Open School Education Board
Bhopal





Relationship.

Nothing contained in this MOU shall be construed a joint venture, partnership, or agency between the Parties. The relationship between the Parties shall be principal to principal, it being clearly understood that this is a "contract for services" and not a "contract of service". Neither Party shall not be entitled to, by act, word, deed, or otherwise, make any statement on behalf of the other Party or in any manner bind the other Party or hold out or represent that the former is representing or acting on behalf of latter.

Authority.

Each individual signing this MOU represents and warrants that he/she has been given and has received and accepted authority to sign and execute the MOU on behalf of the Party for whom it is indicated that he/she has signed.

IN WITNESS WHEREOF we the said NIOS and the MPSEB have hereunto set and subscribed our hands on 04/02/25... Accepting the terms and condition in the above Memorandum of Understanding at NCT Delhi.

On behalf of National Institute of Open Schooling (NIOS)

Name: Col. Shakeel Ahmad
Designation: Secretary, NIOS
Date: 04.02.2025

Witnesses

- Name & Address
Dr. T.N. Giri, Director (Voc. Edu.)
NIOS, NOIDA.
- Name & Address

On behalf of Madhya Pradesh State Open School Education Board

Name: Prabhat Raj Tiwari
Designation: Director, MPSEB
Date: 04/02/2025

Witnesses

- Name & Address
Sudipta Paul
Asst. Director, MPSEB
- Name & Address

IDENTIFIED BY ME

SIGNATURE.....[Signature].....

NAME.....N. P. Balbhadra.....

ADDRESS.....Shop No. 12, Main Road, Bhopal.....

ATTESTED

04/02/2025

N. P. BALBHADRA
NOTARY-ADVOCATE
SHAHJANABAD, BHOPAL (M.P.)

- 4 FEB 2025