Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered at Chennai on this day, the 16th of May 2025;

Between

Indian Institute of Technology Madras, a statutory body established under the Institutes of Technology Act, 1961, located at Sardar Patel Road, Chennai - 600036 (hereinafter called IITM, whose expression shall include its successors and assignees) on the First Part.

and

Jaypee Institute of Information Technology Noida, having its office at A-10 Block A Industrial Area, Sector 62, Noida , Uttar Pradesh- 201309 (hereinafter called "Partner Institute", which expression includes its successors in interest and permitted assigns) on the Second Part;

Both "IITM" and "Partner Institute" shall individually be referred to as 'Party' and jointly as 'Parties'.

RECITALS -

a. The Partner Institute is engaged in Higher Education approved by AICTE and has deemed-to-be university status by UGC.
b. IIT Madras is a premier academic and research institution constituted by the Government of India and has the expertise and facilities to carry out R&D studies. IIT Madras Centre for Outreach and Digital Education (IITM CODE) coordinates the outreach and online programs of IIT Madras. IITM CODE is responsible for the coordination of all operations under the National Programme on Technology Enhanced Learning (NPTEL), Web-enabled MTech Program, IITM BS Degree programs, IITM School Connect programs, workshops, and other certification programs. IITM CODE shall be responsible for carrying out the objectives enumerated under the MoU.
c. The term 'IITM CODE Chapters' refers to the Partner Institutes that sign this MoU with IIT Madras and support/facilitate the objectives outlined within it.
d. The Partner Institute is interested in collaborating with IIT Madras on the IITM Diploma programs and other initiatives associated with IITM CODE.

1. **Objectives and Goals of the MOU**

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- Enhance the skills and employability of students and learners from the Partner Institute.
- Implement, facilitate, and coordinate the participation of students, faculty, and learners from the Partner Institute in IITM programs, including but not limited to SWAYAM-NPTEL and IIT Madras diploma programs.
- Establish IIT Madras CODE Chapters in the colleges/Universities to facilitate the implementation of the MoU.

2. Eligibility to become a CODE Chapter

Any government college or university can partner with IITM as a CODE Chapter.

For a private institution to become an IITM CODE Chapter, it must meet at least one of the following criteria at the time of signing the MoU:

- Be accredited by NAAC with an 'A grade' or above; OR
- Be a participating institute in the NIRF ranking.

3. Scope of Work of IITM through IITM CODE

- Organize and deliver the diploma programs as approved by the IITM Senate. Refer to Appendix I.
- Offer certification courses, workshops, faculty development programs, etc., through SWAYAM-NPTEL, NPTEL+, and other IITM CODE platforms. Refer to Appendix II.
- Associate with colleges and universities to form IITM CODE chapters for facilitating student participation. Refer to Appendix III
- Assist the Partner Institute in tracking student progress.
- Provide exclusive training for faculty from partner colleges and universities. Refer to Appendix IV.

4. Roles and Responsibilities of IITM CODE Chapters

- Assign a SPOC for all communications with IITM
- Nominate faculty as Mentors for individual courses and projects
- Provide facilities to enable the IITM diploma along with the physical degree
- Monitor student progress
- Recognize the 4-year IITM BS degrees as eligible for all programs that previously required a 3-year BSc + 2-year MSc for admission.
- Recognize the 3-year IITM BSc degree as eligible for admission to relevant master's programs at the Partner Institute.

5. Terms and Conditions

- All academic rules and regulations enforced by the relevant regulatory bodies of IITM will apply to students enrolled in IITM courses and programs.

- Enrolling in IITM programs cannot be made mandatory for students. The decision to continue or pursue the course will be at the discretion of the student.
- IITM Senate's decisions on academics will override the MoU and shall be binding on the learners.
- Placement support for learners enrolled in IITM courses and programs through this MoU shall be provided by the learner's host institute where they are pursuing their degree in physical mode. IITM will not be providing any additional placement support for these learners.
- The following details about the partnership with IITM will be publicly available on the CODE Chapters website.
    - The number of students who have qualified to join the Diploma level and their median CGPA
    - The number of students who have completed the Diploma level and their median CGPA

6. Branding and Promotions

- Limited Use of IITM Branding: The use of the name and logo of IIT Madras will be permitted only in a limited and pre-approved manner for promotional materials associated with the IITM CODE chapters. Refer to Appendix VI.

7. Grievance Redressal

- Any grievances related to academic affairs, campus activities, or other matters of the Partner Institute will be resolved according to the established norms and policies of the Partner Institute. The Partner Institute's internal grievance redressal procedures will be followed. IIT Madras will not be involved in resolving these issues.
- Grievances regarding the IITM courses and programs, including course content, assessments, student activities, disciplinary matters, and all other related issues, will be handled based on the guidelines and policies set forth by IITM.

8. Fees and related charges

- Fees associated with the IITM courses, diplomas, and programs, including course fees and other charges, will be determined by the IITM norms. Students are expected to follow the payment guidelines set by IITM and make the payment for these courses and programs directly to IITM or the corresponding programs. Refer to Appendix V
- Facilitation Fee for the Partner Institute: The Partner Institute may decide to charge a facilitation fee to support expenses related to the implementation of the IITM diploma and other IITM CODE programs. This fee, if applicable, can be in addition to the regular Partner Institute's fees and will be communicated to students by the Partner Institute. IIT

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Madras will not be involved in this matter.

9. Confidentiality

- Both parties agree to hold in confidence all information/data designated by the parties as being Confidential which is obtained from either party or created during the performance of the MOU, and will not disclose the same to any third party without written consent of the other party.
- The above confidential clause excludes the information/data possessed by either party before entering into this MOU or independently developed and/or information already available through public domain. The confidentiality clause shall also exclude information disclosed pursuant to any order/direction/request of any judicial/statutory or government authority.
- Neither Party shall make any public announcement concerning the existence of this MOU without the prior written consent of the other Party.
- Neither this MOU nor the supply of any information grants either party any license, interest or right in respect of any intellectual property rights of the other party.
- The confidentiality of information needs to be maintained even after the MoU is terminated.
- Any publication by one party will be made only with the prior consent of the other party.

10. Intellectual Property

All work, results, IIT Madras Materials or the coursework, resources, video recordings of the IITM programs will solely belong to IITM. Parties may enter into a separate agreement in writing prior to any research collaboration or commercial use of the results being proposed. All material, data, coursework, resources, video recordings and documentation ("IITM Material") provided to the Partner Institute will solely belong to IITM. IITM Material shall not be distributed, transferred, used, or dealt with in any manner directly or indirectly without IITM's prior written consent. Upon the expiry or termination of this Agreement, all IITM Materials will be returned/destroyed at the sole discretion of IITM and shall not be used in any manner by the Partner Institute or its affiliates or any third party under the control of the Partner Institute or its affiliates.

11. Duration of MOU

This MOU will come into effect on the 16th of May 2025 and will be valid from the date of its execution by both Parties and will be valid for up to 4 years.

Following the completion of the initial two years, the performance of learners from the Partner Institute will be evaluated. The median CGPA of the students from the Partner

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Institute who are in the Diploma level should be comparable to the median CGPA of all students in the Diploma level of the BS program.

Partner Institutes failing to meet this criteria will be subject to probation. The extension of the MoU will be contingent upon the successful fulfillment of this criteria, failing which, the MoU will be terminated at the end of the initial four-year term.

Upon termination of MoU, neither Party shall have any claim against the other save except for a breach of the provisions hereof and/ or any other covenant or condition binding the Parties. This MOU may be amended, renewed and terminated by mutual written agreement by both IIT Madras and the Partner Institute at any time. Either party shall have the right to initiate termination of this MOU with 30 days prior written notice to the other party. The services mutually agreed will continue till the end of the term in which the request for termination is initiated and the MoU will be terminated once the term is over.

12. Point of Contact

Both parties will designate persons who will be the Point of Contact to implement this MOU. The details of the Point of Contact persons are given below.

Point of Contact of IIT Madras

Name:	Prof. Andrew Thangaraj
Designation:	Chair, CODE, IIT Madras
Contact Number:	(044) 2257 5905/08
E-mail:	chapter@code.iitm.ac.in
Location:	Chennai, Tamil Nadu

Point of Contact of JIIT Noida

Name:	Prof . Vikas Saxena
Designation:	Director, CDOE
Contact Number:	9818958936
E-mail:	vikas.saxena@jiit.ac.in
Location:	Noida, Uttar Pradesh

13. Representations

Each Party represents that it is empowered to execute this MOU, and once executed, this MOU shall not form a binding obligation on the Parties. Each Party represents that it is not prohibited to enter into this MOU or perform its obligations hereunder under any law, order or agreement applicable to it.

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14. Relationship

The relationship between the Parties shall always be on a Principal to Principal basis and nothing herein contained shall be construed to create a partnership, joint venture, employment or agency relationship of any kind. Nothing in this Agreement provides any exclusivity in conducting any courses.

15. Waiver

No variation, addition, deletion, or agreed cancellation will be of any force or effect unless in writing and signed by or on behalf of the Parties hereto. Failure or delay on the part of any Party hereto in exercising any right, power or privilege hereunder will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Amendment

No amendment, modification, or supplement of any provision of any of the MOU will be valid or effective unless made in writing and signed by each Party.

17. Indemnity

The Partner Institute shall indemnify and hold harmless IITM from any loss, damage, injury or any other liabilities (including Advocate costs and expenses) arising out of or in relation to this Agreement by reason of their (or their employees, representative, students or any third party under their authorization) breach of the terms of this Agreement or any matters relating to their provision of facilities or services under this Agreement.

18. Force Majeure

Neither party shall be held responsible for non-fulfillment of their respective obligation under the agreement due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, War, Flood, Earthquakes, Strike(s), Lockout(s), Epidemics, Riots, Civil commotion, etc. provided on occurrence and cessation of such events, the part affected by these shall give notice in writing to the other within one month of such occurrence and cessation. If the major conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

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19. Guarantee or Warranty

IITM is not providing any guarantee or warranties to the course or the content thereof. The IITM Material is provided as is and IITM will not provide any guarantee or warranty as to the accuracy or if it is updated as on the date of the use of the IITM Material.

20. Survival

The provisions of this MOU, along with any rights and obligations that, by their nature, should survive, will remain in effect even after the termination or expiry of this MOU.

21. Severability

If any term, condition, provision or performance, or any part of a term, condition, provision or performance of this MOU is determined to be invalid, illegal, unlawful or unenforceable to any extent, that term, condition, provision or performance or the relevant part thereof shall be severed from the remaining terms, conditions, provisions and performance of this MOU, or amended to make it valid, legal, lawful and enforceable, in such a manner as to leave the amended Agreement substantially the same in essence, and this MOU so amended shall remain in force and effect.

22. Governing Law & Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of India. The parties hereto agree that all disputes, claims or differences arising out of or in connection with this agreement shall be referred in the first instance for mediation and on the failure of mediation, be referred for Arbitration under the Arbitration and Conciliation Act of 1996 or any modification or re-enactment thereof. The seat of arbitration shall be Chennai. The language to be used in the arbitration proceeding shall be English. Courts in Chennai shall have exclusive Jurisdiction.

23. Signed in duplicate

This MOU is executed in duplicate, with each copy being an official version and having equal validity. By signing below, IIT Madras and the Partner Institute acting by their duly authorized officers, have caused this MOU to be executed, effective as of the day and year mentioned above.

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

INDIAN INSTITUTE OF TECHNOLOGY MADRAS	**Jaypee Institute of Information Technology Noida**
डीन, शैक्षणिक पाठ्यक्रम Dean, Academic Courses भारतीय प्रौद्योगिकी संस्थान मद्रास Indian Institute of Technology Madras चेन्नै / Chennai 600 036 Signature: Name: Prof. Prathap Haridoss Designation: Dean Academics	VICE CHANCELLOR Jaypee Institute of Information Technology Deemed University, U/S 3 of the UGC Act A - 10, Sector - 62, Noida (U.P.) Signature: Name: Prof. Bodh Raj Mehta Designation: Vice Chancellor, JIIT Noida
Witness PROF. VIGNESH MUTHUVIJAYAN ASSOCIATE CHAIRMAN CENTRE FOR OUTREACH AND DIGITAL EDUCATION INDIAN INSTITUTE OF TECHNOLOGY MADRAS CHENNAI-600 036, INDIA Signature: Name: Prof. Vignesh Muthuvijayan Designation: Associate Chair, CODE IIT Madras	**Witness** Registrar Jaypee Institute of Information Technology Deemed University, U/S 3 of The UGC Act A - 10, Sector - 62, Noida (U.P.) Signature: Name: Col (Dr) Sharad Rastogi Designation: Registrar - JIIT NOIDA

Registrar
Jaypee Institute of Information Technology
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Appendix I - Program Plan

1. Students can directly register for approved foundation courses in the IITM BS program. To qualify for diploma courses, they must clear the relevant foundation courses with the required academic performance.
2. To earn the appropriate diploma or certificate, students must complete all academic requirements, which will be set by the IITM Senate.
3. Students who do not qualify for diploma courses will receive a transcript from IITM reflecting their academic performance. For such students, the Partner Institute may decide on whether the credits earned can be transferred into their physical degree.
4. Students who qualify for the diploma courses but fail to complete the requirements for the diploma from IITM will also receive a transcript from IITM reflecting their academic performance. For such students, the Partner Institute
    a. must transfer the credits earned from 3 diploma courses or the actual number of diploma courses passed, whichever is lower, into their physical degree.
    b. may opt to transfer more credits from the diploma courses into their physical degree.
5. The students who successfully complete the requirements for the IITM diploma will be issued a diploma certificate and transcript, as approved by the Senate of IITM. The credits used for the award of the IITM diploma cannot be transferred to the physical degree at the Partner Institute.

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Appendix II - IITM CODE Programs

The Centre for Outreach and Digital Education (CODE) (https://code.iitm.ac.in/) coordinates all non-campus academic programs and outreach activities of IIT Madras, such as NPTEL certification, GIAN courses, short-term training programs, executive education programs, conferences, etc. We encourage Partner Institutes to promote student and faculty participation in one or more of the programs. The enrollment process, fee payment, and certification modalities will be shared with the Partner Institutes.

The Partner Institute may decide to offer credit transfer for completing these programs. However, IITM CODE will not be responsible for awarding credits for these programs.

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Appendix III - IITM CODE Chapters - Operational plan

We recommend that the Partner Institute implement as many of the suggestions outlined below through the IITM CODE chapters.

1. Facilitate students and learners affiliated with IITM CODE chapters in colleges and universities to pursue IITM programs.
   a. Provide access to computer labs, Internet, and other infrastructure to enable students of the IITM CODE chapter to participate in IITM's degree/diploma courses.
   b. Avoid scheduling exams or other key activities at the Partner Institute that conflict with the IITM programs' schedule(s). To enable this, IITM CODE will provide the schedule for its programs well ahead of time.
2. The Partner Institute will appoint one coordinator (SPOC) for every IITM CODE chapter, who will be the primary contact for IITM CODE.
3. Introduce timetables with periods allotted for both programs.
4. Advertise for the combined program admissions

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Appendix IV - Faculty Mentors

- IITM will train and certify faculty from the Partner Institute to become mentors. These mentors will be responsible for providing tutorial and lab sessions for the learners from the IITM CODE Chapter.
- The nominated faculty should be employed as full-time faculty at the Partner Institute.
- Faculty who successfully pass the relevant exams will be awarded a Master Trainer certificate for the specific course by IIT Madras, based on their performance.
- Each faculty member can enroll in a maximum of two subjects.
- Faculty enrolling to become mentors will not be issued course certificates/transcripts or course credits for completing the mentoring courses. The focus is solely on certification for the mentoring role.
- Each Partner Institute will receive a fee waiver for up to two faculty members per course to train as mentors. Any additional faculty members wishing to join as mentors will be required to pay the course fees.
- In-person training for these mentors may be held at the IITM campus.
- Faculty may be given access to workshops, boot camps, and events organized by IITM.
- IIT Madras does not guarantee the quality of the mentoring sessions; it is the responsibility of the CODE chapter to ensure their effectiveness.
- The performance of mentors may be tracked based on their mentees' performance in each term.

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Appendix V - Fee

Fee details will be provided to the newly joining student at the time of registration. Please refer to our website for further details - https://study.iitm.ac.in/ds/academics.html#AC10

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Appendix VI - Branding and Promotions

Both Parties are permitted to, with the prior written approval of the other Party, publicize the collaboration and the program(s) through press releases, feature articles, broadcast publications, displays, and in-house and external media resources as given below.

- Limited Use of IITM Branding: The use of the name and logo of IIT Madras will be permitted only in a limited and pre-approved manner for promotional materials associated with the IITM CODE Chapters, as described below.
    - On the Program page and in advertisements and Digital media - the IITM logo may be used specifically to indicate that the Diploma is from IIT Madras
    - Any materials, publications, or media, including brochures and other promotional materials - Specific approvals required
- Non-transferable Rights: The rights to use the IITM brand and logo are non-transferable and may not be sublicensed, shared, or used by any third party without prior written consent from IITM.
- Restricted to Purpose: The brand and logo may only be used for the purposes specified in this agreement, and may not be used for commercial, promotional, or any other activities not explicitly approved by IITM.
- Duration of Use: The permission to use the IITM brand and logo is valid for the duration of the agreement, after which all rights to use the brand and logo will automatically terminate unless renewed by mutual agreement.
- No Alteration of Brand Identity: The Partner Institute agrees not to alter, modify, or distort the IITM logo or brand in any way, ensuring that its use aligns with IITM's established brand guidelines.
- Reputation and Legal Compliance: The Partner Institute must ensure that the use of the IITM brand and logo does not negatively impact the reputation of IITM and complies with all applicable laws and regulations.
- If any of these conditions are breached, this MoU will be considered null and void.

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