

Memorandum of Understanding

Between

Pupilfirst Private Limited

And

Godavari Institute of Engineering & Technology (A)

I. INTRODUCTION

This **Memorandum of Understanding** ("MOU") is made at **Rajamahendravaram**, on this 13th day of August 2021.

Between

Pupilfirst Private Limited, bearing CIN U74999KL2017PTC069556, a company incorporated under the Companies Act, 2013 and having its office at International Center for Free and Open Source Software (ICFOSS), Swatantra, Karyavattom, Thiruvananthapuram, Kerala, India — 695581 hereinafter referred to as "Pupilfirst" of the FIRST PART

AND

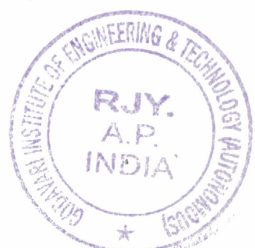
Godavari Institute of Engineering & Technology (A) having its address at NH-16, Chaitanya Knowledge City, **Rajamahendravaram** hereinafter referred to as the "Institute" of the SECOND PART

Pupilfirst and Institute shall hereinafter be collectively referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS

- A. Ministry of Education, Government of India has announced a new Public-Private Partnership Scheme called the **National Educational Alliance for Technology (NEAT)** to bring technology-enabled teaching-learning for better learning outcomes for students. ("**NEAT Scheme**").

The NEAT Scheme's objective is to make learning more personalized as per the requirements of the learner and thus requires development of technologies in Adaptive Learning to address the diversity of learners. Recognizing that educating the youth is a national effort; Ministry of Education has created a National Technology Alliance with organizations having proven educational technology solutions through a PPP model.



- B. AICTE would be the implementing agency for the NEAT Scheme and shall ensure that the solutions are freely available to a large number of economically backward students by giving 25% of the seats to socially and economically backward students.

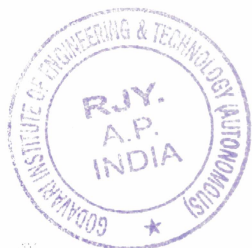
Pupilfirst, a pioneering educational technology organization that has a mission to create tools that can enable teachers to transform classroom education to a learner centered model and achieve near 100% learning outcomes, has been selected by AICTE to be brought under the NEAT Scheme. AICTE and Pupilfirst have accordingly executed a Memorandum of Understanding (hereinafter referred to as the “**AICTE-Pupilfirst MOU**”) in relation to various courses to be implemented in different stages under the NEAT Scheme including the courses identified by AICTE as NEAT2020477_PROD_4, NEAT2020477_PROD_10 and NEAT2020477_PROD_15 (which is described in **Schedule 2** of this MOU and hereinafter referred to as the “**Courses**”).

- C. Pursuant to the execution of the AICTE-Pupilfirst MOU, AICTE has launched the ‘**Leadership in Teaching Excellence**’ program (the “**LITE Program**”), as a national program to select and equip 100 institutions (50 higher educational institutions and 50 CBSE schools) with leadership in teaching excellence. Through the LITE Program, AICTE envisions training 50 Computer Science Faculty to introduce modern pupil centered pedagogy, competency based curriculums, continuous and adaptive learning assessments and continuous professional development of faculty at their respective institutions with support from the leadership of the said institutions.
- D. Over the next few years, AICTE intends to bring modern computer engineering knowledge to 24 million children, starting with schools. In accordance with National Educational Policy 2020 (“**NEP 2020**”), AICTE aims to create new pathways for direct admissions for the top school students from these programs to higher educational institutions who are part of the LITE Program. This shall enable LITE institutions to have access to a pipeline of higher quality of admissions and thereby enable students to move beyond highly paying employment opportunities into more challenging domains of entrepreneurship and research at the institutions themselves.
- E. Based on the application received from the Institute and its satisfactory fulfillment of the required criteria for selection, AICTE has selected the Institute to participate in the LITE Program.
- F. The Parties are now entering into this MOU to set out the proposed collaboration between the Parties with regard to the LITE Program and their respective rights, responsibilities and obligations in relation to implementation of the Courses in the Institute.

NOW, THEREFORE, THIS MOU WITNESSETH AS FOLLOWS:

1.0 Details of the Courses and Continuous Professional Development of Faculty

- 1.1 The Courses (including the Web Development 101, Web Development 201 and Web Development 301) for a total of 13 credits will be offered at the Institute to a



minimum of 20 students for Academic Year 2021-22 either as Electives which can be credited towards the student's existing Major Degree or as a 20 Credit Minor Degree when combined with an 7-credit Minor Project or industry internship. The dates for commencement of the Courses at various institutions and universities shall be finalized by AICTE in consultation with the Institute based on the number of institutions and universities that have enrolled for the LITE Program. The date for commencement of the Courses at the Institute shall be intimated to the Institute by Pupilfirst vide a letter with a copy to AICTE issued in the format as set out in Schedule 3 and addressed to the Institute's Principal Coordinator within 30 (thirty) days from signing of this MOU. The Institute shall be required to countersign and return the said letter (with a copy to AICTE) as confirmation of the commencement date within 7 (seven) days from the receipt thereof, failing which AICTE reserves the right to cancel the Institute's participation in the LITE Program.

- 1.2 As a first step, the selected faculty member(s) of the Institute shall undergo the industry-led training required for teaching/imparting the Courses to the students with the help of Pupilfirst and AICTE.
- 1.3 Continuous professional development of faculty shall start from the date indicated in the letter referred to in Clause 1.1 above. Faculty member(s) of the Institute, who have successfully undergone basic orientation and training in creating a classroom experience with pupil centered pedagogy by using competency based curriculums and measuring progress through continuous assessments, shall start teaching the students who have elected to do the said Courses with the assistance and input from Pupilfirst as set out in more detail below.

2.0 Joint Responsibility of the Parties

- 2.1 Both the Parties shall announce a coordinator ("**Principal Coordinator**") for the execution of the MOU who shall be the primary point of contact of the said Party vis-à-vis its obligations and duties for the other Party in connection with the implementation of the LITE Program and the Courses in the Institute.
- 2.2 The Parties acknowledge that as per the AICTE-Pupilfirst MOU, the courses offered by an ed-tech company at institutions shall be offered to students on a voluntary basis and accordingly Pupilfirst and the Institute undertake not to make it compulsory for the students of the Institute to enroll for a particular Course or force students to take a paid Course.
- 2.3 The New Education Policy 2020 suggests the formation of the National Educational Technology Forum ("**NETF**") to provide a platform for the free exchange of ideas on the use of technology to enhance learning, assessment, planning, and administration. Through the technology forum, the policy envisages that technological advancements will be integrated into all levels of education to improve the classroom process, support teachers' professional development, and enhance educational access for disadvantaged groups.



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- 2.4 Institute and Pupilfirst shall provide AICTE student learning outcomes with a special focus on technology transformation for creating personalized learning environments at academic institutions using dynamically updated competency based curricula, adaptive and continuous assessments and development of faculty as inputs for designing policies to achieve NEP 2020 policy goals.

3.0 Roles and Responsibilities of Pupilfirst

- 3.1 Industry Coaches: Industry experts who are appointed as Coaches shall be available throughout the duration of the Courses for supporting academic faculty to aim for nearly all students achieving course-learning outcomes.
- 3.2 Pupil-Centered Pedagogy Platform: Provide open-source pupil centered pedagogy platform for student-faculty interaction in relation to the Courses for the duration of the Courses. The term “**Platform**” shall mean the web application hosted by Pupilfirst accessible at www.pupilfirst.school to which enrolled students and faculty of the Courses can sign in.
- 3.3 Competency Based Digital Curriculum: Create and periodically update open-source digital curriculum for the Courses which shall include but not be limited to any and all content, media, displays, graphics, photographs, footage, designs, exhibits, data, reports, or information included as part of the Courses (hereinafter referred to as the “**Curriculum**”) as is required for a Minor Degree in Web Development and ensure dynamic updating of the Curriculum to keep pace with fast evolution of the world wide web.
- 3.4 On-boarding Teaching Assistants (TAs): Encourage peer learning by on-boarding TAs (Students who have already completed the Courses) and facilitate learning for subsequent batches;
- 3.5 Providing information on setting up of lab facilities: When required, to provide a list of equipment required for the Courses that will be set-up at the Institute’s cost and expense.
- 3.6 Support in Identifying & Integrating Faculty Coordinators: This involves selecting only interested faculty members who have an aptitude to receive training in pupil centered pedagogy, competency based curricula and continuous personalized assessments techniques for curriculum delivery to students.
- 3.7 Conducting Awareness Workshop: Conducting jointly with the Institute or independently online awareness workshops to introduce the Courses and Curriculum to students and explain the potential of the emerging software programming paradigms such as web development using typed functional programming and the opportunities that the knowledge and skills gained while undergoing the Minor Degree in Web Development can bring to empower them, create employability and generally improve their career prospects globally in the present knowledge economy.



3.8 Delivering the Course & Ensuring Engagement:

- (i) Assisting the Coach (Industry Expert) in reviewing the relevant faculty/student submissions at the appropriate time and in answering queries on Discord and Community;
- (ii) Assisting the TAs in reviewing milestone submissions of the students and in answering queries on Discord and Community;
- (i) Bringing onboard the faculty coordinators who have completed the course themselves to review milestone submissions of the students in the course;
- (iii) Monitoring the learning and progress of the students along with faculty and AICTE Faculty and Student Development Cells;
- (iv) Conducting timely review calls on progression/status of the Courses between the respective Coaches and faculty coordinator/TAs;
- (v) Conducting Ask me Anything Session by other Industry experts to show real software applications created using the technologies covered under the Curriculum;
- (vi) Periodically communicating with AICTE on the progress of individual faculty and students and progress of LITE Program as a whole;
- (vii) Gather feedback on student submissions at set intervals in order to gain insights on how to create a continuous personalized learning process while ensuring the quality of the projects/products developed/submitted by the students; and
- (viii) Provide faculty with evaluation rubrics and tools for continuous internal assessments and industry experts in software development for giving external marks as per academic requirements and consolidate and share the marks with the Institute at the end of the Courses.

4.0 Roles and Responsibilities of the Institute

- 4.1 The Institute shall support its nominated faculty member to undergo the faculty training in order to effectively learn the techniques of pupil centered pedagogy, competency based curricula and continuous assessments to achieve learning outcomes for nearly all members of the class. The faculty members so selected will undergo the teacher training in each of the Courses over a period of time. The Institute and its leadership all of whom shall be recognized by AICTE as its Brand Ambassador of Change, are as set out in **Schedule 1**. Faculty members of the Institute who successfully complete the training shall also be nationally recognized by AICTE and given priority to various research and faculty development programs.
- 4.2 One faculty member nominated by the Institute shall also be the Faculty Co-coordinator who shall (i) liaison between Pupilfirst, students and the industry coach selected for the Courses (ii) facilitate communication to/from students, (iii) monitor the grievances raised by the students/learners and (iv) communicate consent and feedback received from the students with AICTE;
- 4.3 The Institute shall share the requisite information and learning progress updates from time to time and ensure evidence based insights become inputs for continuous improvement of the teaching-learning process that can result in leadership in teaching excellence over a sustained period of time.



4.4 The Institute understands and acknowledges that while it may make it compulsory for all their students to take a particular Course for empowering them to acquire additional skills and create better employability, in such instances, the Institute shall not collect any fee from the Students in any manner towards the Course fee. If any Course is made mandatory for students, the Institute undertakes to bear all the cost of the said Course fee from their own resources. Circular or other modes of communication addressed to the Students/learners for transmission of the above information to the Students will be submitted to the AICTE by the Institute. However, such Courses cannot be complete outsourcing of a program, but add-on courses for better employability.

4.5 The Institute shall undertake to submit to AICTE, the receipt for purchase of Course(s) from Pupilfirst. Institute further undertakes to provide to AICTE, the details of the students enrolled in a particular Course in the specified format provided.

5.0 Commencement, Duration, Amendment and Termination of MOU

5.1 The MOU shall come in force from the date it is signed by the Parties until and unless any specific date is communicated.

5.2 The MOU shall be in force initially for a period of 2 (two) years or till completion of the first batch of the Courses at the Institute whichever is later, renewable for a further period that is mutually decided by the Parties.

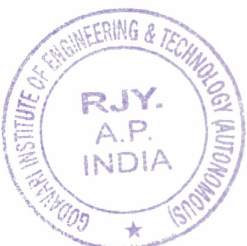
5.3 Any modification or alterations to the MOU shall be first mutually discussed by the Principal Coordinators of the Parties and agreed in writing to become the supplement MOUs.

5.4 In the event either Party wishes to terminate the MOU, it shall do so with prior notice in writing of 30 (thirty) days to the other Parties. In the event AICTE or Pupilfirst terminate the AICTE-Pupilfirst MOU, by default, this MOU will automatically stand terminated at the Institute level too. If the MOU is terminated at the Institute level the detailed information should be shared to AICTE for necessary action.

5.5 Upon termination of the MOU, any Course that commenced prior to the date of termination and which is ongoing shall be completed and approved fees as applicable, paid to Pupilfirst in connection therewith.

6.0 NEAT Course Fee

6.1 AICTE has approved NEAT Courses for students and the Institute shall pay the approved course fee to Pupilfirst of such amount and in such manner as set out in **Schedule 2** of this MOU ("NEAT Course Fee") and Clause 6.2 below.



6.2 Pupilfirst shall raise invoices on the Institute for the NEAT Course Fees as set out in Schedule 2 and the Institute shall pay invoices issued in accordance with these terms within 30 (thirty) days of receipt of invoice. Any delay in making payment on undisputed invoices within the required time period as stated above shall attract interest calculated at the rate of SBI's Benchmark prime lending rate per month.

7.0 Dispute Resolution

7.1 In case of any dispute between the Parties, the dispute shall be amicably resolved in a meeting of the 2 Principle Coordinators. However, if such an effort fails it shall be referred to the NEAT Apex Committee. If a dispute is not resolved amicably, then it will be resolved through arbitration.

7.2 The arbitration proceedings shall be as per the provisions contained in the Arbitration and Conciliation Act, 1996 (as amended from time to time and in force when the reference is made). The venue of the arbitration proceedings shall be at a neutral location, and the proceedings shall be in English language. If any dispute still remains unresolved, the same shall be adjudicated by the Court of law at New Delhi.

8.0 Force Majeure

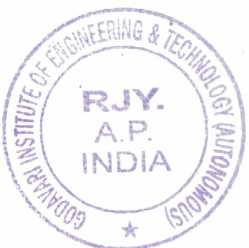
If at any time, during the continuance of this MOU, the performance in whole or in part, by either Party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, pandemic, epidemic, quarantine restriction, strikes and lockouts, fire, floods, natural calamities or any act of GOD (hereinafter referred to as EVENT), and provided notice of happenings of any such EVENT is given by the affected Party to the others, within 21 (twenty one) calendar days from the date of occurrence thereof, no Party shall, by reason of such event, be entitled to terminate the MOU, nor shall any Party have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided each of the Party's obligations and rights hereunder shall be resumed as soon as practicable after such EVENT comes to an end or ceases to exist.

9.0 Intellectual Property Rights

9.1 The Parties shall use the name, logo, or any other intellectual property rights of the other Party only with prior written or email consent of the Principal Coordinators of each Party.

9.2 Where required for co-branding purposes, prior consent shall be obtained from the concerned Party for use of its name; logo or such other intellectual property rights as may be required in connection with the LITE Program.

9.3 The Curriculum is available under a Creative Commons Attribution-ShareAlike 4.0 International License. <https://creativecommons.org/licenses/by-sa/4.0/>.



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9.4 Pupilfirst technology is open-source and all client-side JavaScript is licensed under the "MIT" License. The source code and License details at <https://github.com/pupilfirst/pupilfirst/blob/master/LICENSE>. Pupilfirst grants to the Institute, a limited, revocable license to the Platform for use by its staff, faculty members and other staff participating in the implementation of the LITE Program and the delivery of Courses to the students and for the use of students who are on-boarded for availing the Courses. The said license is limited to the duration of the delivery of the Courses and shall be used solely in connection with the implementation of the LITE Program and delivery of the Courses and for no other purpose. All intellectual property rights in and to the Platform is solely and exclusively owned by Pupilfirst and neither the Institute nor any of their employees, consultants, students, teachers etc. who have access to the Platform during the duration of the delivery of the Courses or in connection with the implementation of the LITE Program, shall have any rights to the Platform or have access to the same after the completion of the Courses/completion of the LITE Program implementation as the case may be. It is however clarified that intellectual property rights in any project/product developed by a faculty member or student shall belong solely to the said student/faculty member and Pupilfirst, shall not have any rights to the said intellectual property rights.

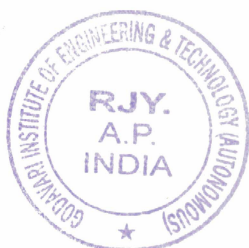
9.5 Pupilfirst reserves the right to cancel forthwith the license granted to access the Platform to the Institute and/or any of its employees, consultants, students, teachers etc. if it believes that any of the said persons are using the Platform in violation of the terms under which the license to the same is being granted hereunder (including but not limited to those set out in this MOU or such other terms as may be notified by AICTE or Pupilfirst from time to time).

10. Exclusive Curriculum for AICTE affiliated Institutions

AICTE affiliated institutions and other educational institutions under the LITE program shall have exclusive access to the Dynamic NEAT Curriculums. This MOU is a non-exclusive collaboration for Institute and Pupilfirst and doesn't restrict either Party from collaborating with other persons/entities to offer course/programs similar to the Courses/LITE Program anywhere.

11. Severability

If any provision of this MOU is or becomes invalid, illegal or unenforceable under the laws of any jurisdiction, then such provisions shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed to be not included in this MOU but without invalidating any of the remaining provisions of this MOU, which shall not in any way be affected or impaired. The Parties hereto shall then use all reasonable endeavors to replace the invalid or unenforceable provision with a valid and enforceable and mutually satisfactory substitute provision, achieving as nearly as possible the intended commercial effect of the invalid, illegal or unenforceable provision.



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12. Liability

Each of the Parties shall defend, indemnify and hold the other Parties harmless from and against any claim, liability, loss or expenses (including reasonable Attorney's fees) arising out of or resulting from the breach of the provisions of this MOU. The liability on a Party for indemnification of the other(s) in case of any loss suffered by breach of the provisions of this MOU shall arise only if so determined by a court of law having jurisdiction or if so awarded by a sole arbitrator or arbitration panel appointed under Clause 7 of this Agreement.

13. Waivers and Remedies

No failure or delay by the Parties in exercising any right to remedy provided by law under or pursuant to this MOU shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

14. Costs and Expenses

Each of the Parties shall bear its own legal costs, disbursements charges and expenses incurred in and about the negotiation, preparation and execution of this MOU and any other document executed in connection with this MOU.

15. Entire Agreement and Residuary Matters

This MOU read together with the schedules herein and AICTE-Pupilfirst MOU constitutes the entire agreement among the Parties relating to the subject matter hereof. In this regard it is expressly understood by and between the Parties hereto that all the terms and conditions of the AICTE-Pupilfirst MOU are by default applicable to the Parties hereto. Any matter not covered specifically in this MOU or any other additional matter (including any additional programs/courses that the Parties may decide to undertake in future) may be settled by mutual written agreement between the Parties.

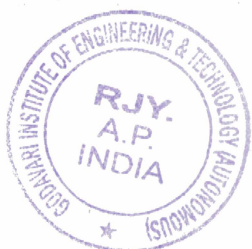
16. Notices

The Parties agrees that any notices that are required to be given under this MOU shall be given in writing, sent by registered post, return receipt requested, to the principal place of business/addresses of the Parties as set forth hereinabove or to the email ids of the Parties as set out below:

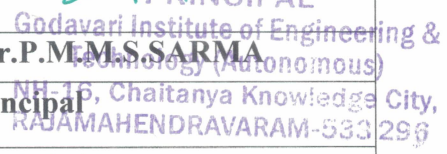
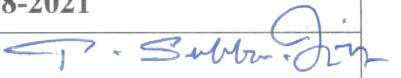
Email id of Pupilfirst: **wd@pupilfirst.org**

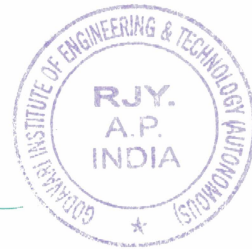
Email id of Institute: **principal@gieta.ac.in**

The Email id of AICTE for forwarding the copies of any communications exchanged between the Parties where required is: director.fdc@aicte-india.org



Accepted and Agreed:

For Pupilfirst	For Institute 
Name: Sanjay Vijayakumar	Name: Dr.P.M.M.S.SARMA 
Title: Director	Title: Principal
Date:	Date: 13-08-2021
Witness: Suma Sundararajan, Director	Witness:  Dr.P.S.RAJU, General Manager



Schedule 1
Details of Institute Leadership and Faculty Selected

Names and Designations of Institute's Leadership		
Head of Institution	Academic Dean/Head	Faculty Selected 1.Dr.Shrija Madhu 2. Dr.R.Tamilkodi
Name: Dr.P.M.M.S.Sarma	Name: Dr.N.Leelavathy	Name:
Title: Principal	Title: Vice Principal (Academics)	Title: Professor

Dr.Shrija Madhu is the Principal Coordinator for AICTE LITE program

Schedule 2
Details of the Courses & NEAT Course Fee

Sr. No.	Product NEAT ID	Course Name	AICTE Approved Course Fee Per Student (In Rupees)
1.	NEAT2020477_PROD_10	Web Development 101	---
2	NEAT2020477_PROD_4	Web Development 201	10,000
3.	NEAT2020477_PROD_15	Web Development 301	10,000
	Total		20,000

Manner of paying the NEAT Course Fee

Online Bank Transfer of the NEAT Course Fee for each Course shall be paid in 2 equal installments subject to Pupilfirst raising invoices for the same - 50% of the NEAT Course Fees for each Course shall be payable on or prior to the commencement date of the said Course and 50% upon completion of the said Course within 7 (seven) days from the last day of the Course.



Schedule 3
Format of Letter of commencement of the Courses at the Institute

[on the letterhead of Pupilfirst]

[insert date]:

To:

**Godavari Institute of Engineering & Technology (A), NH-16, Chaitanya
Knowledge City, Rajamahendravaram – 533 296**

Attn: **Dr.Shrija Madhu, Professor**

Ref: Memorandum of Understanding dated **13th August, 2021** executed between Pupilfirst Private Limited (Pupilfirst) and **Godavari Institute of Engineering & Technology (A)** (Institute)

Sub: Intimation of commencement date of the Courses

Dear Sir / Madam,

We are pleased to inform you that in consultation with AICTE, the tentative date for commencement of the Courses at your Institute shall be [insert date] ("**Course Commencement Date**") and the continuous professional development of faculty shall start from [insert] ("**Faculty Training Commencement Date**", which may be varied subject to mutual agreement between the Institute and Pupilfirst.

Kindly confirm your acceptance of the Course Commencement Date and Faculty Training Commencement Date, by countersigning this letter and re-sending the same to us within 7 (seven) days from the date of the letter.

Thanking you.

Yours sincerely,

For Pupilfirst

Name: **Suma Sundararajan**

Designation: **Director**

Confirmation of Course Commencement Date

This is to confirm that the Course Commencement Date and Faculty Training Commencement Date as indicated in this letter above, is acceptable to us.

For **Godavari Institute of Engineering & Technology (A)**

Name: **Dr.P.M.M.S.SARMA**

Designation: **PRINCIPAL**

