



# Memorandum of Understanding

Between

# All India Council for Technical Education

And

L&T EduTech

05<sup>th</sup> May, 2022





This Memorandum of Understanding ("MoU") is entered into on the 05th day of May, 2022

("Effective Date")

#### BETWEEN

All India Council for Technical Education, a Statutory Body of the Ministry of Human Resource Development Now Ministry of Education), Government of India, established under the All India Council for Technical Education Act, 1987, having its registered office at Nelson Mandela Marg, Vasant Kunj, New Delhi- 110070 (hereinafter referred to as "AICTE"), duly represented by Member Secretary, AICTE, which expression shall, unless the context provides otherwise, mean and include its successors and permitted assigns of the First Part.

#### AND

**L&T EduTech, an educational arm of Larsen & Toubro Limited,** a company within the meaning of section 2 (20) of the Companies Act, 2013, having its registered office at L&T House, Ballard Estate, Narottam Morarji Marg, Mumbai, and its construction division having headquarters at Mount Poonamallee Road, Manapakkam, P.B No. 979, Chennai- 600089, duly represented by its Head- College Connect Business L&T EduTech (hereinafter referred to as "**L&T EduTech**") which expression shall, unless the context provides otherwise, mean and include its successors and permitted assigns of the Second Part.

(L&T EduTech and AICTE shall hereinafter be individually referred to as "Party" and collectively as "Parties").

NOW THEREFORE, in consideration of the foregoing and the respective covenants set forth in this MoU, the receipt and sufficiency of which is hereby acknowledged and the Parties agree as follows: **WHEREAS:** 

- A. Larsen & Toubro Limited is one of the leading engineering conglomerates, operating at various parts of the globe providing technology, engineering, construction, manufacturing and services, including learning and assessment solutions and platforms through its L&T EduTech initiative.
- B. L&T EduTech is a new initiative of Larsen & Toubro Limited, to bridge the gap between industry and academia. L&T EduTech comes with vast industry knowledge and undertakes initiatives to enhance the skills of students & professionals in engineering and manufacturing sector.

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- C. In line with the objectives of NEP 2020, the College Connect vertical of L&T EduTech aims to enhance the employability of students by providing industry lead, application oriented across various streams of engineering like civil, mechanical, electrical, electronics &information technology.
- D. AICTE is a Statutory Body and a national level Council for technical education, under the Department of Higher Education, Ministry of Education, Government of India. The AICTE is responsible for the proper planning and coordinated development of technical education and management of higher education in India.
- E. The Parties recognize the importance of capability development through industry partnership for enhancing the employability of entry level workforce by way of application oriented, engineering courses.

#### 1. SCOPE OF COLLABORATION:

- 1.1 L&T EduTech and AICTE will collaborate whereby the students of educational institutions, affiliated to the AICTE, will be granted free access to few sample courses & virtual labs in engineering-related topics ("Course/s") designed, developed and offered by College Connect (collegeconnect@IntEduTech.com Direct contact: 8939905057-Ms. Hema) vertical of L&T EduTech.
- 1.2 It is hereby agreed and acknowledged by AICTE that L&T EduTech may add additional courses being offered to the AICTE from time to time either in the engineering field or such other fields which are application oriented and interdisciplinary in nature that are currently being offered by L&T EduTech.
- 1.3 The link to the courses of L&T EduTech will be made available to AICTE for offering to the students of various colleges.
- 1.4 L&T EduTech shall inform and announce through its website (<a href="https://engineering.lntEduTech.com">https://engineering.lntEduTech.com</a>), for which the link will be made available at AICTE website, the details of the Courses including the duration of the Courses, timings etc. to all the students of the AICTE approved colleges and institutions who are interested in availing the Courses.
- 1.5 L&T EduTech hereby agrees to organize an orientation program, if required by the AICTE, to the AICTE approved colleges and institutions about the Courses.

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- 1.6 L&T EduTech shall maintain a list of students who have evinced interest and who have availed the Courses and shall share the same to AICTE as and when requested by AICTE.
- 1.7 The Parties shall set out the details of courses in **SCHEDULE "A"** appended to this MoU.
- 1.8 L&T EduTech may offer courses to any AICTE approved institution. The institution and L&T EduTech, voluntarily upon discussion, can mutually agree to include these courses either as part of the curriculum of degree programs and / or as standalone courses.

#### 2. FINANCIAL CONSIDERATION:

- 2.1 L&T EduTech shall offer the course modules under this MoU to the students of AICTE approved institutions/colleges **free of charge**.
- 2.2 The students will be required to have access to necessary electronic gadgets & internet connectivity for accessing the course modules at their own cost.
- 2.3 L&T EduTech has agreed to provide the course modules on an "as is where is" basis and makes no other representations about the Courses.

#### 3. ROLE OF AICTE:

- 3.1 AICTE shall provide L&T EduTech the name of its authorized representative who shall serve as point/s of contact with L&T EduTech.
- 3.2 AICTE shall inform all the AICTE approved colleges/institutions about the Courses offered by L&T EduTech, which are available on AICTE platform.

#### 4. TERM AND TERMINATION:

- 4.1 This MoU will come into force on the Effective Date and will remain in effect for a period of 3 (three) years.
- 4.2 This MoU may be terminated by either Party with a 30-day prior written notice.
- 4.3 On the termination or expiry of this MoU, L&T EduTech shall disable the access to the L&T EduTech link available at the AICTE website.

#### 5. CONFIDENTIAL INFORMATION:

Party") to the other Party ("Receiving Party") under this MoU that is marked as confidential or, from its nature, content, or the circumstances in which it is disclosed, ought reasonably to be supposed to be confidential.

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- The term Confidential Information does not include information that (a) is known or is in the public domain at the time of disclosure to the Receiving Party or enters the public domain without breach of the terms of this MoU or any other confidentiality agreement or non-disclosure agreement; or (b) is already known by the Receiving Party prior to receipt from the Disclosing Party and is in possession of the Receiving Party prior to the date of this MoU without undertaking confidentiality obligation; or (c) that becomes public knowledge through no fault of the Receiving Party; or (d) that was lawfully obtained by the Receiving Party from a third party; or (e) is developed independently by the Receiving Party without reference to the Confidential Information of the Disclosing Party, and in good faith by the Receiving Party.
- 5.3 The Receiving Party agrees and undertakes not to disclose the Confidential Information to any third party, except to its group companies, employees, and/or professional advisors ("Authorized Representatives") on a "need to know" basis, and who have agreed in writing to keep such Confidential Information confidential. The Receiving Party will ensure that the Authorized Representatives will use the Confidential Information only to exercise the rights and fulfill the obligations under this MoU.
- The Receiving Party may disclose the Confidential Information when required by law, after providing reasonable notice to the Disclosing Party, such notice to be sufficient to give the Disclosing Party the opportunity to seek a protective order or similar remedies or relief prior to its disclosure.
- 5.5 Upon the expiry or termination of this MoU, the Parties will promptly return all Confidential Information and copies to the Disclosing Party, or certify in writing that it has destroyed all the Confidential Information.

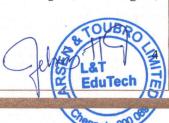
#### 6. DATA PROTECTION:

6.1 "Data Protection Law" means (a) any relevant and applicable data protection legislation or regulations; and (b) each Party's privacy policy as in force from time to time. The Parties shall ensure that they comply with all Data Protection Law regarding data obtained from the students, and data created or shared under this MoU.

#### 7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" means all patent rights, copyrights, trademark rights, rights in trade secrets, design rights, database rights, domain name rights, moral rights,







- and any other intellectual property rights, whether registered or unregistered, throughout the world.
- 7.2 The ownership of the Intellectual Property Rights over the Courses shall solely vest with L&T EduTech and no license/right with respect to the Coursesis granted to AICTE under this MoU.
- 7.3 Without limitation, any use by AICTE of L&T EduTech's trademarks and vice-versa is subject to L&T EduTech's and AICTE prior written consent, as applicable. AICTE agrees to promptly notify L&T EduTech of any unauthorized use of its trademarks by others as it comes to AICTE's attention.
- 7.4 For the purpose of this Clause7, "L&T EduTech's trademarks" means all L&T EduTech's brand designations, including names, marks, logos, and trade dress and any other brand designations used by L&T EduTech in connection with its products and services.

#### 8. REPRESENTATIONS & WARRANTIES:

- 8.1 The Parties represent and warrant as under:
- 8.2 They have the full power and authority to enter into and perform their obligations or to procure the entry into and performance of their obligations under this MoU;
- 8.3 They have all the necessary consents, licenses, and approvals in connection with the entry into and performance of their obligations under this MoU; and
- 8.4 Their entry into this MoU and the performance of their obligations under this MoU will not violate or conflict with, or exceed any limits imposed by (a) any law or regulation to which it is subject; or (b) its Memorandum or Articles of Association or other applicable constitutional documents; or (c) any other agreement, instrument, or undertaking binding upon it.
- 8.5 L&T EduTech makes no representations or warranties as to the Courses, including any implied warranties as to the satisfactory quality, fitness for purpose, or conformance with description, provided to AICTE under this MoU.

### 9. INDEMNIFICATION:

9.1 Either Party ("Indemnifying Party") shall indemnify, defend, and hold the other party ("Indemnified Party") harmless, at its own expense and cost, against any breach of obligations under this MoU by the Indemnifying Party and any third party claim, suit, action or proceeding (each an 'Action') brought against the Indemnified Party and its

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officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party to the extent that such Action is based upon or arises out of Indemnifying Party's non-compliance with or breach of this MoU.

#### 10. LIMITATION OF LIABILITY:

10.1 Neither Party will be liable to the other with respect to any subject matter of this MoU for any indirect, incidental, consequential or punitive damages or lost profits.

#### 11. INDEPENDENT CONTRACTORS:

- 11.1 AICTE is an independent contracting counterparty performing the MoU. The MoU does not create any agency, partnership, joint venture, or other joint relationship between the Parties.
- 11.2 Each Party shall be solely and exclusively responsible for all acts and omissions of its staff/faculties, and any persons, associations, institutions engaged by the said Party whether or not in the course of implementing the Program contemplated under this MoU and for the health, safety and security of such persons or entities and their property.
- 11.3 It is explicitly agreed that L&T EduTech reserves the right to choose its vendor(s) or contractor(s) for their L&T EduTech initiatives independently. L&T EduTech also reserves the right to use its own technology and Courses as part of its platform at any point of time and this MoU does not restrict L&T EduTech in any way to carry out improvement or new features in its own platform otherwise.
- 11.4 Further nothing in this MoU prevents L&T EduTech from offering these Courses on a paid basis to any person who may be interested in this.

#### 12. FORCE MAJEURE:

- 12.1 Neither Party shall be liable to the other Party for failure or delay of performance of its obligations under this MoU to the extent that such failure or delay is caused by riots, civil commotion, wars, hostilities, pandemic, epidemic, embargoes, actions by government or any agency thereof, storms, fires, accidents, strikes, sabotage, explosions or other similar or different contingencies beyond the reasonable control of the Party.
- 12.2 Notwithstanding anything to the contrary contained in this MoU, if either Party is unable to carry out its obligations due to Force Majeure, as mentioned in the above clause, being an unforeseeable event beyond the reasonable control of either Party which affect the performance of the obligations under the MoU, and the Party prompts obligations to the party prompts of the obligations.

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other of such occurrence of a Force Majeure, then all obligations under this MoU will be suspended. If the period of suspension extends beyond 1 (one) month, from the date of intimation of Force Majeure by any of the Parties, either Party shall have the right to terminate this MoU.

#### 13. MISCELLANEOUS PROVISIONS:

- 13.1 **Severability**: If any part of this MoU is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed to be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this MoU will continue to be in effect.
- 13.2 This MoU supersedes all other proposals and agreements, whether electronic, oral or written, between the Parties.
- 13.3 **Assignment**: AICTE shall not assign the right(s) and obligation(s) under this MoU to any third party without the express consent of L&T EduTech. However, this restriction is not applicable to L&T EduTech.
- 13.4 **No Waiver:** Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this MoU.
- 13.5 **Amendments:** Any amendment must be in writing, signed by both Parties, and expressly state that it is amending this MoU.
- 13.6 **Counterparts:** The Parties may execute this MoU in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.
- 13.7 **Governing Law**: This MoU shall be governed by and shall be construed in accordance with the laws of India and the competent Courts in New Delhi, India shall have the exclusive interpretational, injunctive and supervisory jurisdiction over the disputes arising out of this MoU.
- 13.8 **Dispute Resolution:** Any dispute or difference arising out of or relating to or touching upon this MoU shall be amicably settled by discussion between the authorized representatives of Parties. failing which such dispute or difference shall be placed before the Chairman, AICTE and Head of the other party to resolve the same.
- 13.9 All communications including notices pertaining to this MoU shall be through written mode in English language and shall be sent to the undersigned representative(s) or nominated personnel from both parties through mail, email or fax. Point of contact from both sides:

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L&T EduTech - Mrs M F Febin; Email: Febin@LntEduTech.com.

AICTE: Prof. Rajive Kumar; E-mail: ms@aicte-india.org

IN WITNESS WHEREOF, the parties hereto have executed this MOU on this 05th day of May, 2022 at New Delhi.

For and on behalf of AICTE, New Delhi

For and on behalf of L&T EduTech, Mumbai

Prof. Rajive Kumar

Member Secretary, AICTE
प्रा. राजीव कुमार / Prof. RAJIVE KUMAR
सदस्य राचिव / Member Secretary
अखिल भारतीय तकनीकी शिक्षा परिषद्
All India Council For Technical Education
(भारत रारकार का सांविधिक निकाय)
(A Statutory Body of the Govt. of India)
नेल्यान गंडेला गार्म, वसंत कुंज, नई दिल्ली-110070
Nelson Mandela Marg, Vasant Kunj, New Delhi-110070

Witnesses

Dr. Ramesh Unnikrishnan

Advisor-II, AICTE

Dr. Anil Kumar Sharma

Assistant Director, AICTE

Shri. Sanjeev Sharma Head-DMN, L&T

Ms. M. F. Febin

L&T EduTech

Head-College-Connect

Shri. Vishal Vaswani

Area Manager-Chandigarh & Delhi L&T

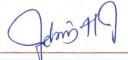




## Schedule-A

L&T EduTech's sample courses offered under this MoU are as follows:

S.No	Stream	Module Name	Topic Name
1	Civil	Modular Formwork	Introduction, Advantages & limitations
			Vertical application Methodology
			Horizontal Application and it salient Features
			Shuttering & Deshuttering sequence
			Applications
			Introduction to aluminium formwork
			Basic Priciples and selection criteria of Aluminium formwork
			Drawings & Components
			Typical activities and Advantages of aluminium formwork
2	Civil	Handling of Concrete in Sites	Placing of Concrete
			Levelling of Concrete
		*	Compaction of Concrete
			Video of concrete handling at sites
3	Civil	Basics of Heavy lifting	Evolution of heavy lifts
		Busies of Heavy Inting	Calculating forces on Load handling elements
			Lifting using Pulley Blocks
			Chain Blocks
			Basics of Cranes and configuration
4	Electrical	Design and construction aspects of LV & MV Switchgear	Construction
			Functional Units
			Busbar Arrangements
			Safety Features & GA
			Classifications of MV Switchgear and Key Design Parameters
			MV Switchgear Construction
			LV Compartment, Security Interlocks & General Arrangement
			Indoor MV SWGR







5	Electronics	Instruction Set Architecture (ISA) of 8051 Micro controller	Data movement and Logical Instructions
			Bit operations and Examples
			Arithmetic Operations
			Example Programs
6	Mechanical	Material Handling System	Material Handling System
			Functions & technologies of Material Handling system
			Fuel Oil Handling & storage Systems
			Safety aspects in fuel oil system
			Coal Handling System (CHP))
			Coal handling plant system design
			Ash Handling System & Plant layout
			Ash utilization
			Lime stone and gypsum handling system Overview
			System Design
			Major Equipment
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7	Horizontal	Orthographic projections for Mechanical Components	Orthographic Projection Views
			Orthographic Projections – Example Problems- 2 nos
			Orthographic Projections – Guided Practice Problems- 8 nos
8	Horizontal	Concepts of Project Risk Management	Risk Introduction
			Risk Management Process
			Risk Terminology
			Risk Identification
			Risk Analysis
			Risk Response Strategy and

# Internships:

Internship opportunity will be provided to deserving candidates as per company policy and on successfully clearing the internship assessments and personal interview.

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