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Article 5 General Agreement

MEMORANDUM OF UNDERSTANDING B/W NCTE AND SAS

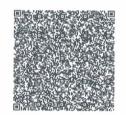
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SRI AUROBINDO SOCIETY

NATIONAL COUNCIL FOR TEACHERS EDUCATION

SRI AUROBINDO SOCIETY

(One Hundred only)



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Memorandum of Understanding

This Memorandum of Understanding ("MOU") is signed on this March 20, 2024, by and between

National Council for Teacher Education, a statutory body under the Ministry of Education, Government of India ("Ministry") having its office at G-7, Sector 10, Dwarka, New Delhi 110075 Fore Stinatur bifore Society First Party" or "NCTE")

उप सचिव / Deputy Secretary राष्ट्रीय अध्यापक शिक्षा परिषद **National Council for Teacher Education** भारत सरकार / Government of India

जी-7, सेक्टर-10 द्वारका / G-7, Sector-10, Dwarka Mobile Appre किल्हीन 10075/New Delhi-110075

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Sri Aurobindo Society, a Not-for-profit Organization under Section 80G of the Indian Income Tax Act, a Research Institute under Section 35 (1) (iii), and an Institution of Importance Through Out India under Section 10 (23C) (iv), having its registered office at 8, Shakespeare Sarani, Kolkata – 700 071, India (hereinafter referred to as "**Second Party or** "SAS")

1. Background

- 1.1. WHEREAS NCTE, a statutory body of the Ministry of Education Government of India, headed by Chairperson NCTE. The main objective of the NCTE is to achieve planned and coordinated development of the teacher education system throughout the country, the regulation and proper maintenance of Norms and Standards in the teacher education system and for matters connected therewith.
- 1.2. WHEREAS Ministry of Education, Government of India, through NCTE initiated the formulation of a Guiding Document on National Professional Standards for Teachers (NPST). NPST is conceptualized for empowering teachers and enabling them to do their job as effectively as possible through clearly defining expectations from teachers, what constitutes teaching quality and what is required to improve the educational outcomes of students in India through teacher professional standards. These standards are a set of guiding statements that define the expectation of the role of a teacher at different levels of expertise at different stages of a career. A common Guiding set of NPST has been developed by NCTE in consultation with the experts and expert organizations from across the level. The standards as defined in NPST Guiding Document covers expectation of the role of teachers at different levels of expertise/ stages and the competency required for that stage.
- 1.3. WHEREAS other than NPST, the Integrated Teacher Education Programme (ITEP) as envisaged in Para 15.5 of NEP 2020 is a Dual Major Programme -the first major is in Education and the second major is in an opted Discipline and Stage Specific Specialization (5+3+3+4). ITEP envisions the creation of passionate, motivated, qualified, professionally trained, and well-equipped teachers capable of designing and implementing developmentally appropriate learning experiences for students at different stages of school education. ITEP seeks to ensure that prospective teachers are given the highest quality education in content, pedagogy, values, and practice.
- 1.4. WHEREAS SAS is a spiritual, not-for-profit organization (NGO) with its headquarters in Puducherry. With over 300 centres and branches worldwide, SAS has been relentlessly working with all education stakeholders schools, teachers, parents, and students to enhance the quality of education at the grassroots level in India. Through their various initiatives, they aim to create a transformative ecosystem where collective efforts harness the power of people and existing resources.

For Sri Aurobindo Society

orised Signatory

पूजा शर्मा / POOJA SHARMA उप सचिव / Deputy Secretary राष्ट्रीय अध्यापक शिक्षा परिषद् National Council for Teacher Education भारत स्ट्रिकार / Government of India जी-7, सेक्टर-10 द्वारका / G-7, Sector-10, Dwarka नई दिल्ली-110075/New Delhi-110075

- 1.5. And WHEREAS SAS possesses expertise and resources for capacity building of teachers through conducting workshops, seminars, professional development, personality development programme, faculty development program and curriculum design to improve educational outcomes and drive productivity.
- 1.6. Therefore, both the Parties hereto agree to enter the MoU on the following terms and conditions. This MoU broadly defines the mode and methodology of operations and spells out the rights and responsibilities of the parties hereto in following terms and conditions:

2. Scope/Purpose of MoU

The Parties seek to enhance/build the capacity of teachers in the area of 'Knowledge and Practice' as defined in NPST draft which includes the development, design of program resources/assisting materials, tools etc. and its integration with digital platforms such as NCTQ, Diksha/ Nishtha etc. and to facilitate all stakeholders and department/ agencies identified for the implementation of NPST with the consent of NCTE. The parties also seek to design and develop program resources/assisting materials, tools etc. for the Integrated Teacher Education Programme (ITEP) in the context of Inclusive Education.

3. Objective of the MoU

The objective of this MoU is to establish a collaboration between the NCTE and SAS for:

- 3.1 National Professional Standards for Teachers (NPST) to develop assessment tools/ materials/ resources on the standards/ domains such as Knowledge and Practice for the target groups based on the levels of competency.
- 3.2 Integrated **Teacher** Education **Programme** (ITEP) develop program resources/assisting materials, tools etc. in the context of Inclusive Education.

Areas of Collaboration

- 4.1 To create assessment tools / materials/ resources on the standards/ domains as defined in NPST Guiding Document - Knowledge and Practice for the teachers based on the levels of competency/expertise/stages.
- 4.2 To develop curative measures in the form of online resources for the capacity building of the teachers for career progression, acquiring competencies, improving learning outcomes of the children based on Standards of NPST Guiding Document.
- 4.3 To design and develop program resources/assisting materials, tools etc. for ITEP in the context of Inclusive Education

Period of the MOU

The MoU is valid for a period of 1 (one) year from the Effective Date, extendable by mutual

For Sri Aurobindo Society

उप सचिव / Deputy Secretary

6 Responsibilities of the Parties for achieving the objectives of this collaboration

6.1 First Party's responsibilities:

- **6.1.1** To provide NPST Framework, Policy Guidelines, etc. for the development of resources/assisting materials, tools etc. and its integration with digital platforms such as NCTQ, Diksha/ Nishtha etc. All such assets/materials created, and data base developed/curated will be owned by the First Party.
- **6.1.2** To ensure adequate resources and logistics support for necessary tool development, training, and workshops at scale both online and offline.
- **6.1.3** To share, as relevant and applicable research, information, and data with the Second Party only for the purpose of analysis, planning, and design of government programs.
- **6.1.4** To work closely with the Second Party for requirement gathering and execution.
- **6.1.5** To curate and reposit/publish the self-learning resources, frameworks, and tools on NPST.

6.2 Second Party's responsibilities:

- **6.2.1** To design and develop program resources/assisting materials, tools etc. for ITEP in the context of Inclusive Education.
- **6.2.2** To develop assessment tools / materials/ resources on the standards/ domains as defined in NPST Guiding Document Core Values and Ethics, Knowledge and Practice & Professional Growth and Development for the teachers based on the levels of competency/expertise /stages for various levels of teachers, such as proficient, advanced, and expert.
- **6.2.3** To curate a collection of resources such as educational videos, simulations, and interactive tutorials to enhance the teaching and learning experience for level/career advancement.
- 6.2.4 To continuously update and maintain the repositories to keep the content current and relevant to the evolving educational landscape.
- 6.2.5 To submit all the data, facts, and findings unconditionally to NCTE as it will be NCTE's sole property. The Second Party cannot use / publish any such data or information without the NCTE permission and will return all data / facts/findings etc. to NCTE at the time of termination of the MoU.
- **6.2.6** Any other relevant resources/tools/materials based on the best practices across the globe on standards/competencies and 21st century skill set required for the capacity building of the teachers may also be developed.

7. Funding

The Second Party will receive no funding in any form from the First Party and its affiliated institutions for the matters and deliverables of the Second Party articulated in this MoU. The Second Party will use its own funding sources in Probabile RM achieving the objectives of the

For Sri Alphbindo Society

National Council for Teacher Education भारत सरकार / Government of India जी-7, सेक्टर-10 द्वारका / G-7, Sector-10, Dwarka नई दिल्ली-110075/New Delhi-110075

8. **Confidentiality**

- Both Parties shall keep all the technical data and information in a confidential manner and shall not share such information to any third party in any manner whatsoever without the prior written consent/approval of the other party, whether within and beyond the period of this MoU. In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient written notice to the other party to enable the other party to seek a timely protective order or any other appropriate relief.
- 8.2 All assets created database owned/curated will be the property of First Party.
- Both Parties shall keep all the vital information including commercial confidence, trade secrets or intellectual property, the disclosure of which would harm the competitive position of each party under this MoU, unless the competent authority is satisfied that larger public interest warrants the disclosure of such information under RTI Act 2005.
- Confidential Information or Information shall mean all information, know-how or material in any form relating to or provided by a party (the owner) which becomes known or is provided to the other party (the recipient) as a result of the course of dealings between them which is by its nature confidential, is designated by a party as confidential or which the recipient ought reasonably know is confidential, including any non-public, commercially sensitive or secret information relating to owner's business, marketing, commercial, financial and technical data, trade secrets, data, operations, customers, stakeholders, activities, planning, investigations, products, services, research and development, analysis, reports, derivative works and the contents of this MoU, but does not include any information to the extent the recipient can show the relevant information:
 - **8.4.1** which is publicly known at the time of disclosure or becomes publicly known other than through a breach of this MoU.
 - **8.4.2** is already or comes in the unrestricted possession of the recipient without there having been any breach of a third party's obligations of confidentiality.
 - 8.4.3 has been independently developed by the recipient (as evidenced by records in its possession); or
 - **8.4.4** legally must be disclosed or is required to be disclosed pursuant to the listing rules of any applicable stock exchange, provided that prior to making the disclosure the recipient has given the owner notice of the request for disclosure and where practical obtained a confidentiality order or similar protection limiting the persons to whom disclosure of the Confidential Information is made if owner has no effective status on the matter.

9. Modification of MOU; Non-Binding

9.2 Neither First Party nor Second Party has the authority to enter into agreements and obligations on behalf of the other. খুলা খাদা / POOJA SHARMA
For Sri Aurobindo Society

राष्ट्रीय अध्यापक शिक्षा परिषद् **National Council for Teacher Education** सेक्टर-10 द्वारका / G-7, Sector-10, Dwarka

10. Assignment and Transfer

All rights, duties, and obligations of the parties under this MoU shall not be transferred or assigned by either party to any third party without prior written consent of the other party.

11. Independent Contractors

The Parties are independent entities, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this MoU that may be attached. No Party will make any representations on behalf of the other.

12. Termination

Either Party may terminate this MoU by giving 90 days' notice to the other party.

13. Governing Laws/Jurisdiction

This MoU will in all respects be governed by and construed in accordance with the laws of India. The courts in Delhi only shall have jurisdictions for all the matters relating to or arising out of this MoU.

14. Dispute Resolution and Arbitration

- 14.1 In case any dispute/claim arises between the Parties with respect to the MoU, including its validity, interpretation, implementation, or alleged material breach of any of its provisions or regarding a question, including the questions as to whether the termination of this MoU by one Party hereto has been legitimate, both Parties hereto shall endeavour to settle such dispute amicably.
- 14.2 Upon failure to settle the dispute amicably, the matter shall be referred to the arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and amendments therein from time to time as may be applicable. The Board shall, within 01 month of receipt of written notice from either party to appoint the arbitrator, appoint a sole arbitrator with mutual consent of other party.
- **14.3** The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and amendments made therein from time to time and the venue of arbitration shall be at New Delhi.
- 14.4 The award passed by the arbitrator shall be final and binding on the parties to the MoU.

15. Address for Notice

15.1 If to FIRST PARTY-

National Council for Teacher Education (NCTE)

G-7, Sector 10, Dwarka,

For Sri Aurobind Swelly i 110075

उप सचिव / Deputy Secretary राष्ट्रीय अध्यापक शिक्षा परिषद् National Council for Teacher Education शीरत सरकार / Government of India ती-7, सेक्टर-10 द्वारका / G-7, Sector-10, Dwarka

पूजा शर्मा / POOJA SHARMA

नई दिल्ली-110075/New Delhi-110075

Authorised Signatory

15.2 If to SECOND PARTY

Sri Aurobindo Society (SAS) Shaheed Jeet Singh Marg, Adhichini, New Delhi - 110017

16. Entire Memorandum of Understanding

This MoU sets forth the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior oral and written agreements, understandings, representations, conditions, and all other executed documents.

In witness whereof, FIRST PARTY, and SECOND PARTY have hereto executed this MoU.

For	For
National Council for Teacher Education	Sri Aurobindo Society
Secretary Secretary Resident Foucation	Name: May thorised Signatory Designation:
National Council for Teacher National Council for Teacher शारत सरकार / Government of India शारत सरकार / Government of India शारत सरकार / G-7, Sector-10, Dwarka	20 - Harch - 2024

Witness:

1. Shri. D K Chaturvedi, Academic Advisor, NCTE