



MEMORANDUM
OF
UNDERSTANDING
Between
INDIAN INSTITUTE OF TECHNOLOGY MADRAS
(IITM)
And
THE ADONI ARTS AND SCIENCE COLLEGE
ADONI



MEMORANDUM OF UNDERSTANDING

This non-binding Memorandum of Understanding ("MoU") is entered into on the **11th March 2026** ("Effective Date"):

BETWEEN

Indian Institute of Technology Madras (IITM), a statutory body constituted under the Institutes of Technology Act 1961, functioning at its premises at Sardar Patel Road, Chennai 600036 represented by the Director, hereinafter referred to as 'IIT-M' which expression shall where the context so admits includes its successors in interest and permitted assigns as First Party.

AND

The Adoni Arts & Science College with AISHE Code, C-26352 and Rayalaseema university Code (RU025) registered in India having its registered office at Near SBI Colony, State Bank of India Colony, Sadapuram, Adoni, Andhra Pradesh 518302 represented by The Principal (herein after referred to as "**The Adoni Arts & Science College**") which expression shall where the context so admits includes its successors in interest and permitted assigns as Second Party.

(IIT-M and The Adoni Arts & Science College shall hereinafter be individually referred to as "Party" and collectively as "Parties").

RECITALS

Whereas IIT-M has been designated by the Ministry of Education ("MoE") and SWAYAM BOARD to oversee and execute the implementation of the SWAYAM Plus Initiative. In furtherance of this designation, IIT-M shall undertake all necessary measures and actions required to ensure the successful execution and fulfillment of the objectives and goals established by SWAYAM BOARD.

Whereas **SWAYAM BOARD**, is the Authority that is the overall in-charge of the operation of the SWAYAM Platform, prescribes quality of content and facilitate conduct of examinations.

Whereas the SWAYAM BOARD has authorized Director, Indian Institute of Technology Madras to sign this MOU.

Whereas SWAYAM is a programme initiated by Government of India and designed to achieve the three cardinal principles of Education Policy viz., access, equity and quality. The objective of this effort is to take the best teaching learning resources to all, including the most disadvantaged. SWAYAM seeks to



bridge the digital divide for students who have hitherto remain untouched by the digital revolution and have not been able to join the main stream of the knowledge economy.

Whereas SWAYAM Plus portal, an enhanced initiative of the SWAYAM platform which is focused on expanding the existing offerings to incorporate industry aligned courses, thereby improving learners' skills and employability. SWAYAM Plus aims to establish itself as a premier digital platform, providing high-quality micro-credentials and certifications to a diverse range of learners.

Whereas this MOU sets forth the terms applicable to the Parties' discussions related to a potential business relationship between the Parties. Unless expressly stated otherwise in Section 10 here in below, no terms in this MOU are intended to be, or shall be interpreted as, being binding upon the Parties. This MOU is intended to form a basis of discussion, is subject to due diligence by The Adoni Arts & Science College and IITM and does not state all matters upon which an agreement must be reached before executing a legally binding, comprehensive commercial agreement or agreements (each, a "**Definitive Agreement**").

In consideration of the above recitals and the mutual benefits to derive hereafter, the Parties agreed to enter into an MOU as follows:

Section 1: Purpose of the MoU

1. BACKGROUND:

- (a) IITM is the managing body of the SWAYAM Platform which coordinates the work of technical and academic bodies so as to deliver high quality online education. The board discharges the following functions:
- Take decisions for smooth running of SWAYAM platform.
 - Lay down Policy regarding implementation issues including accepting the content from foreign/private institutions/universities, within parameters laid down by the competent authority.
 - The Adoni Arts and Science College, Adoni promoted by The Adoni College and Educational Society registered under The Societies Registration Act, 1860 on 27-02-1961 (Regd No 3 of 1961) with the support of the then members of Rotary Club of Adoni, Philanthropic Agriculturists and Industrialists. The college was established in 1962 with the noble objective of providing access to Quality Higher Education to rural and backward learners in and around Adoni Revenue Division, a backward region of Kurnool District.
 - The Institution has grown by leaps and bounds over the past Six decades and proudly celebrated Diamond Jubilee milestone in 2022. NAAC Accreditation and CPE Status helped the institution and received grants from UGC for the improvement of infrastructure



facilities in the college. The Institution is looking forward to establish Higher Standards in the field of Higher Education by making the best use of technology.

- The Institute is offering courses viz., Single Majors (as per NEP 2020)- B.A, B.Com, BBA , BCA and B.Sc Streams
- (b) The Parties recognize the capabilities and resources of each Party and wish to explore and assess the feasibility of collaborating with each other on the scope of the project (as defined in Section 2).

2. OBJECTIVE

The objective of this MoU is to outline the Parties current understanding regarding their potential services and collaboration on various engagements and to facilitate further discussions related thereto, including by:

- (a) Enabling the sharing of relevant information on a confidential basis between the Parties with the aim of identifying the objectives of each Party in relation to the offerings, and the corresponding capabilities of each Party to support the achievement of such objectives; and
- (b) Setting out the possible framework, working relationships, structure, implementation, and future commitments of the Parties in relation to the engagement.

Section 2: Potential Areas of Collaboration

- **Hosting link SWAYAM Plus on University/college Website:** Creating a link to the SWAYAM Plus website on the University/college website for students to access SWAYAM Plus.
- **Promoting SWAYAM Plus courses among University/college Students:** Mapping departments and students to SWAYAM Plus courses and encouraging them to complete these.
- **Providing credits:** Providing credits to students for NcRF aligned courses upon successful completion and proctored examination.
- **Curriculum Development:** Providing inputs to SWAYAM Plus and industry partners on course and content needs for additional course development.
- **Mentorship Programs:** Facilitate mentorship programs at the University/college where industry professionals mentor students, providing guidance, career advice, and real-world insights.
- **Research and Development:** Encourage research collaboration between academic institutions and Sector specific institutions to explore and address current challenges and emerging trends in the banking, finance and insurance sectors.



The description of the project and the scope of collaboration for the project and the Parties' anticipated activities set forth in this Section 2 serve as a preliminary outline of the potential collaboration between the Parties. It is understood that the specific elements of this collaboration, including the offerings provided by The Adoni Arts & Science College and the respective contributions of each Party, will be detailed in a Definitive Agreement related to the Project Scope of collaboration for the project. The Definitive Agreement, if executed by the Parties, will comprehensively capture the scope and terms of the collaboration including commercial terms. This formal agreement will govern the rights, responsibilities, and obligations of each Party, ensuring a successful collaboration.

Parties further understand that signing this MoU does not automatically mean Parties can start offering the courses as per their sole choice. IITM's subject experts will screen and approve the courses to be offered on SWAYAM Plus. Time to time IITM can suggest modifications required in the courses offered.

Section 3: Term and Termination

- (a) This MoU commences on the Effective Date and continues until the earlier of (i) 3 years after the Effective Date, (ii) the Parties' execution of a Definitive Agreement related to the Scope of collaboration, (iii) the effective date of termination of this MoU by a Party pursuant to Section 3(b), or as otherwise agreed by the Parties in writing signed by both Parties.
- (b) Either Party may terminate this MoU at any time by providing at least thirty (30) days prior written notice to the other Party, with or without cause, and without liability of any kind to the other Party.
- (c) Upon termination of this MoU, each Party upon written request from the other Party (i) will return or destroy (in line with the request) all properties (e.g., content, technology, software, documentation and Confidential Information (as defined in Section 5 (Confidentiality)) owned or provided by the other Party, and (ii) otherwise has no continuing duty or obligation to the other Party, except for any provision of this MoU that survives the expiration or termination of this MoU as expressly provided herein.

Section 4: No Exclusivity

This MoU is non-exclusive. Nothing in this MoU restricts either Party from collaborating or entering into any agreement with any third party or parties relating to matters within the scope of this MoU or any other matter.

Section 5: Confidentiality

- “Confidential Information” means information disclosed by one Party (“Disclosing 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.



- 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.
- 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.
- 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.

Section 6: Intellectual Property

All Intellectual Property, including, but not limited to, courseware, copyrights, software and database rights, patents, trade secrets, trademarks, rights in designs, exhibits and all other Intellectual Property or other proprietary rights ("**Intellectual Property**") owned by one Party prior to the date of this MoU will continue to be owned by that party. All Intellectual Property rights made available by one Party to the other Party in connection with this MoU, or otherwise, will remain the sole property of, and vest in, the respective Party. Neither Party will gain, by virtue of this MoU, any rights in or to any Intellectual Property rights owned by the other Party. Any Intellectual Property rights created by one Party without use of or reference to the Intellectual Property rights or Confidential Information of the other Party will be and will remain the sole and exclusive property of the said respective Party.

Section 7: Joint Public Relations Activities

The Parties acknowledge the importance of promoting and disseminating information related to the collaboration set forth in this MoU. The Parties may engage in joint public relations activities to



showcase the benefits and outcomes of this collaboration, with a focus on the offerings provided by The Adoni Arts & Science College. These activities may include, but are not limited to, the following:

(a) Public Announcements: The Parties may issue joint press releases and engage in social media activities (e.g., press releases, blog posts, and/or social media posts) to highlight the key aspects and achievements of this collaboration, particularly emphasizing The Adoni Arts & Science College contributions.

(b) Case Studies and Success Stories: The Parties may collaborate on the creation of case studies or success stories that showcase the reasons for The Adoni Arts & Science College selection as a university/college partner, how The Adoni Arts & Science College offerings are leveraged as enablers, the anticipated or realized benefits of these offerings, and how they align with the objectives of this collaboration. These documents may be shared internally or externally to provide insights into the impact of the collaboration.

All press and other public communications related to this MoU, including those related to the existence or content of this MoU, issued or otherwise provided by a Party must be previously mutually agreed upon by the Parties in each instance in writing.

Section 8: Relationship of the Parties

Nothing in this MoU is intended to establish or create, and shall not establish or create, a partnership, joint venture or other formal business entity between the Parties, and neither Party has any authority to bind the other in any way. Likewise, nothing in this MoU is intended to establish or create, and shall not establish or create, (1) an agency or partnership relationship between the Parties, or (2) any other fiduciary relationship between the Parties.

Section 9: Costs and Expenses

This MoU does not entail any cost, expenditure incurred or any obligations set forth herein. However, a definitive agreement as mentioned in Section 2 of the MoU, will be signed with all partners who intend to provide paid programs including but not limited to courses, internships, mentorships. The definitive agreement will have agreed terms related to revenue collection and sharing between IITM and The Adoni Arts & Science College for all paid programs offered on SWAYAM Plus.

Section 10: Binding Provisions

- (a) Except as expressly provided in this MoU, (i) this MoU is not intended to create or evidence any legally binding obligation on any Party, and (ii) any Party may discontinue discussions and decline to undertake or complete any of the activities described in this MoU at any time in its sole discretion and without liability to the other Party or any third party, as described in Sections 3 hereinabove.



- (a) The following sections of this MoU will be binding and enforceable against the Parties and will survive the expiration or termination of this MoU: Sections 3 (Term and Termination), 4 (Exclusivity), 5 (Confidentiality), 6 (Intellectual Property), 7 (Joint Public Relations Activities), 8 (Relationship of the Parties), 9 (Costs and Expenses), 10 (Binding Provisions), 11 (Limitation of Liability) and 12 (Governing Law).
- (b) Nothing in this MoU obligates a Party to or constitutes a representation by either Party that it will enter into a Definitive Agreement with the other Party related to the Scope of the project.
- (c) IITM acknowledges that any binding terms related to any agreement including licensing Agreement can be enforceable only if any such agreement is mutually agreed and signed.

Section 11: Limitation of Liability

- (a) To the fullest extent permitted by law:
 - neither Party is liable for any losses such as business interruption, loss of business information, economic loss or any other indirect, incidental, consequential or special loss or damage, even if the loss or damage was caused, or contributed to, by that Party's negligence or breach of this MoU;
- (b) No limitation or exclusions will apply to liability arising out of a Party's breach of its obligations described in Section 5 (Confidentiality) of this MoU.
- (c) All materials, information, and other items provided by one Party to the other Party in connection with this MoU are provided "as is" without warranty of any kind, and **each Party disclaims all warranties, express or implied, with respect to all such materials, information, and other items.**

Section 12: Governing Law

This MoU will be governed by the laws of India, without regard to conflicts of law principles. Each Party irrevocably consents to the exclusive jurisdiction and venue of Chennai for any disputes arising under or in connection with this MoU.

Section 13. Dispute Resolution

If there is any difference of opinion between the parties in regard to any clause of this MoU, then it shall be resolved amicably between the representatives nominated by offices of both the parties through the process of negotiation, as per the acts and regulations of the Government of India.

Section 14: Amendment Clause

This MOU may be amended at any time by the mutual written assent of the Parties.



Section 15: Indemnity Clause

The Adoni Arts & Science College shall, subject to the provisions of the MoU, indemnify IITM, for any loss caused to IITM or the learner due to use of the content, study materials etc. made available by The Adoni Arts & Science College to the IITM for courses provided through the SWAYAM platform.

IN WITNESS WHEREOF, the parties hereto have executed this MoU by persons duly authorized as of the date and year first above written.

INDIAN INSTITUTE OF TECHNOLOGY MADRAS	THE ADONI ARTS & SCIENCE COLLEGE, ADONI
Signature: Name: Prof. V. Kamakoti Title: Director, IIT-M	Signature: Name: Dr. G. Chandra Sekhar Title: The Principal
Witness	Witness
Signature: Name: Prof. Sarathi R Title: Dean Planning, IITM	Signature: Name: B Nagalakshmi Title: Lecturer in Commerce



Annexure A

Roles and Responsibilities of the Higher Education Institute, SWAYAM Plus, and Industry Partners

This annexure outlines the roles and responsibilities of the Higher Education Institute (HEI), SWAYAM Plus, and Industry Partners under the Memorandum of Understanding (MoU) signed between the parties.

Roles and Responsibilities of the Higher Education Institute (HEI)

The HEI will:

- Identify courses to be taken by students and finalize the number of students enrolling.
- Provide a consolidated list of enrolled students in the required format and ensure their enrollment on SWAYAM Plus.
- Conduct assessments as per the course requirements and upload student credits upon completion.
- Allow the use of the HEI's logo on the final certificate issued to students.

Roles and Responsibilities of SWAYAM Plus

SWAYAM Plus will:

- Facilitate course selection discussions with industry partners.
- Provide a monitoring and evaluation dashboard to track student progress.
- Support media coverage and press releases about the partnership where possible.
- Facilitate payments to industry partners as per agreed terms.
- Generate certificates upon successful course completion, incorporating the logos of relevant stakeholders.
- Establish a mechanism for conflict resolution in collaboration with all parties.

This annexure serves as a broad framework for collaboration and may be refined through mutual discussions as needed.



Annexure B

List of Courses with the number of students to be enrolled in each course (To be added by the HEI)

Course Name	Partner Name	Number of Students	Tentative Start Date	Tentative Assessment Date
Business Accounting Process - Executive PLUS	ArthaVidhya	15	01-05-2026	01-06-2026
Job Readiness: Building your Future	Tech Mahindra	200	01-05-2026	01-06-2026
Basics Of Logistics, Fleet And Warehouse Management	TCS iON	25	01-05-2026	01-06-2026
Object-Oriented Programming in C++	SRM Institute of Science and Technology	55	01-05-2026	01-06-2026
Digital Application Fundamentals	NASSCOMM	50	01-05-2026	01-06-2026
Program in Cyber Security	NIIT Foundation	100	01-05-2026	01-06-2026
Microsoft Certified - Azure Data Fundamentals	Microsoft	60	01-05-2026	01-06-2026
Certificate Course in Climate Risk & Sustainable Finance (Foundation)	Indian Institute of Banking & Finance	50	01-05-2026	01-06-2026
MySQL	GUVI	25	01-05-2026	01-06-2026
Social Media Marketing	Leapup Edutech	100	01-05-2026	01-06-2026
Logistics in E-Business: Intermodal and Multimodal Transportation	TimesPro	20	01-05-2026	01-06-2026