**MEMORANDUM OF AGREEMENT**

**Between** …………………….. **(Name of School) AND NITI AAYOG**

This MEMORANDUM OF AGREEMENT (“MOA”) is entered on DD MMM YYYY by and between:

1. The think tank of Government of India, NITI Aayog (hereinafter referred to as “NITI AAYOG”, Yojana Bhawan, Sansad Marg, New Delhi - 110001.
2. ……………………. (Name of School) with their ATL Application Unique ID………(Unique ID) , established and existing under the laws of India with its legal address at ……………………………………………...(Full Address) …………………………… “(hereinafter referred to as The School)”.

WHEREAS NITI Aayog has initiated a program for setting up Atal Tinkering Laboratories in select schools across India.

WHEREAS the School has been selected for the above program through a selection process.

AND WHEREAS ………… (SCHOOL NAME) and NITI Aayog have decided to enter into a MOA setting out the working arrangement that each party agrees are necessary for implementation of the program as under:

**ARTICLE 1: BACKGROUND AND PURPOSE**

* 1. **Atal Innovation Mission Background**

NTII Aayog’s flagship program, Atal Innovation Mission (AIM) including Self-Employment and Talent Utilization (SETU) is Government of India’s endeavour to promote a culture of innovation and entrepreneurship. Its objective is to serve as a platform for promotion of world-class Innovation Hubs, Grand Challenges, Start-up businesses and other self-employment activities, particularly in technology driven areas. The Atal Innovation Mission shall have two core functions:

* + 1. **Entrepreneurship promotion:** Wherein innovators would be supported and mentored to become successful entrepreneurs at Incubation Centres and Atal Tinkering Laboratories.
		2. **Innovation promotion:** to provide a platform where innovative ideas are generated
	1. **Atal Tinkering Laboratories**

With a vision to cultivate one million children as innovators, AIM is funding establishment of Atal Tinkering Laboratories (ATLs) in schools across India. The objective of this scheme is to foster curiosity, creativity and imagination in young minds; and inculcate skills such as design mindset, computational thinking, adaptive learning, physical computing etc.

* 1. **Background of School**

[Write 3 lines about school here] ………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………….

* 1. **Purpose**

The School has been selected to establish ATL under AIM.

**ARTICLE 2: AREAS OF COLLABORATION**

The School will collaborate under Atal Innovation Mission to establish, operate and support ATL in India within the school premises with financial support from NITI Aayog.

**ARTICLE 3: DURATION**

This MOA shall be valid after its signature from the date of signing DD MM YYYY initially for a period of 6 years.

**ARTICLE 4: TERMS**

**4.1 Infrastructure and Establishment of ATL**

1. The school shall provide atleast 1,500 sq. ft. of built up space (1,000 sq. ft. in hilly areas) to set up the ATL.
2. The school shall establish ATL by setting up requisite physical infrastructure such as laboratory and workshop facilities, tinkering equipment, computers with internet within a period of 3-4 months from the date of release of funds. Other desirable facilities including meeting room and video conferencing facility to chat with experts in real time can also be set up by the schools, if possible.
3. All the assets acquired or created from the grant-in-aid shall be the property of the Government of India and should not be disposed-off or encumbered or utilised for purpose other than those for which the grant-in-aid has been sanctioned without the prior permission of the NITI Aayog.

**4.2 Financial Support**

1. NITI Aayog shall provide financial support in the form of grant-in-aid of Rs. 20 lakh. Out of the grant amount of Rs. Twenty lakhs, Rs. Twelve lakhs (Rs. 10 lakhs for establishment of ATL, procurement of the equipment, instruments, kits, etc. and Rs. 2 lakhs towards meeting O&M expenses, organizing science fairs, carnivals, etc.) shall be disbursed to the schools in the first year itself. The remaining Rs. eight lakhs shall be disbursed to the School in equal installments over a period of next four years for O&M expenses.

**4.3 Operational Aspects**

1. The school shall identify and appoint adequate number of faculty members for managing day-to-day operations of the laboratory.
2. The school shall develop network with industries, academia, research, civil society for knowledge sharing and mentoring support.
3. The school shall provide access to students after the working hours of the host school and allow students from other schools and nearby areas to access the ATL. The school shall ensure safety of the students during the working hours of ATL.
4. The grant-in-aid being released should be exclusively spent on the specified purpose for which it has been sanctioned within the stipulated time. The school will be required to submit Fund Utilisation Certificates (UCs) for the grant-in-aid at the end of each financial year as well as at the time of seeking further installments of the grant-in-aid, if any.
5. School shall maintain separate accounts for the funds received from AIM. Grant-in-aid money shall be kept in an interest bearing account and the interest earned should be reported to NITI Aayog. The same will be treated as a credit to the organization and will be adjusted towards further installments of the grant-in-aid
6. Any unspent balance out of the amount sanctioned should be refunded to the Government of India by means of an Account’s Payee Demand Draft drawn in favor of Drawing and Disbursing Officer, NITI Aayog, payable at New Delhi.

**4.3 Monitoring**

1. The School shall constitute an advisory body to monitor the operations of ATL on a suitable periodic basis. The advisory body may comprise of following suggested members:
* Principal of the School – Chairman
* Faculty-in-charge of the ATL – Convener
* Representative from local industry/local community/ young innovators/ reputed academia/ alumni – Two Members
* Parents of School students – Two Members
1. The advisory body shall meet alteast three to four times in a year and send annual implementation report providing information on the activities conducted to NITI Aayog at the end of each financial year.
2. NITI Aayog will put in place a monitoring framework with minimum performance requirements for ATLs. The school shall subscribe itself to the monitoring system.
3. The school shall support, operate and run the ATL after the funding from NITI Aayog ceases.

**4.4 Other Obligations**

1. The school shall create an ATL webpage for school to upload ATL activities and case studies of school students using the ATL resources to create projects and update it on a timely basis.
2. The school shall conduct regular activities such as -
* Monthly programs to teach and explain students about different concepts – ranging from ideation, design, proto-typing, networking to physical computing.
* Schools to invite other schools to participate in ATL associated events.
* Schools to ensure community participation in ATL
* Periodic regional and national level competitions.
* Periodic exhibitions / fairs / carnivals.
* Workshops on problem solving, designing and fabrication of products.
* Screening of films and organising popular STEM (Science, Technology, Engineering and Mathematics) and entrepreneurship talks by reputed speakers.
* Summer and winter camps
* Participate and compete in other STEM related events at the national or international level.

**4.4 Assignment**

1. The School shall not assign any part of this MOA to any other person without prior approval of NITI Aayog.

**4.5 Amendments**

1. No alterations, additions or modification hereto shall be valid and binding unless the same are reduced to writing and signed by both the School and NITI Aayog.

**4.6 Non-Exclusive Discussions**

The School and NITI Aayog acknowledge and agree that the discussions in relation to the Areas of Collaboration are being undertaken on a non-exclusive basis and either Party shall be free to enter into or consummate transactions similar to the Areas of Collaboration in India or elsewhere.

**ARTICLE 5: TERMINATION**

NITI Aayog reserves the right to terminate support to the school at any stage, if it is convinced that the grant-in-aid is not being utilized properly or that appropriate progress is not being made. The brand name ‘Atal Tinkering Laboratories’ shall be withdrawn in case of non-performance of these laboratories

**ARTICLE 6: DISPUTE SETTLEMENT**

* 1. **Governing Law and Jurisdiction**

This MOA shall be governed by and construed in accordance with the laws of Republic of India. All disputes and differences arising out of or in connection with this MOA shall be the first instance referred to arbitration by three (3) arbitrators, jointly appointed by Parties. The decision and award determined by such arbitration will be final and binding upon the Parties. The arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996, as may be in force from time to time. The arbitration proceedings will be conducted in English and the seat of arbitration will be New Delhi.

**6.2 Notices**

All communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the Parties at the address specified below:

If to Name of school:

Attention of: Principal Name

Address: (School Name & Address with Phone Number, Email ID of School and Principal Direct Phone Number/Mobile No)

If to the NITI AAYOG:

Attention of: Mission Director

Address: NITI AAYOG, Sansad Marg, 110001

Fax: +911123096607

Email: md-aim@gov.in

**For and on behalf of**

|  |  |
| --- | --- |
| **(SCHOOL NAME)** | **NITI Aayog** |
| **By:**  | **By:**  |
| **Principal Name:**  | **Name:**  |
| **Title: Principal, (SCHOOL NAME)** | **Title:**  |
| **Date: DD MM YYYY****Place : CITY OF SCHOOL** | **Date:****Place : New Delhi**  |