

महाराष्ट्र MAHARASHTRA
27 APR 2018
ब्रांक प्रमुख लिपीक
ब.को.अ. और एल.ए.

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सि. व. कार्यालय औरंगाबाद
पत्रांक 3101009

Memorandum of Understanding

This Memorandum of Understanding (MoU) is made and entered and executed on 11th Day of May, Two thousand and eighteen at Aurangabad, Maharashtra.

Dr. Babasaheb Ambedkar Research and Training Institute, Pune (hereinafter referred to as BARTI), An Autonomous Institute of the Department of Social Justice and Special Assistance, Government of Maharashtra India, having its office at Old 28 Queens Garden, Near Circuit House, Pune - 411001, which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the **FIRST PARTY**

AND

National Institute of Electronics and Information Technology Aurangabad, (hereinafter referred to as the "NIELIT Aurangabad") located at Dr. Babasaheb Ambedkar Marathwada University, Aurangabad, Maharashtra which is one of the prominent Centers of NIELIT, an Autonomous Scientific Society under the administrative control of Ministry of Electronics & Information Technology (MeitY), Government of India, New Delhi, having its registered Head office at NIELIT Bhawan, Plot No.3, PSP Pocket, Sector-8, Dwarka- 110077, New Delhi, party of the **SECOND PARTY**

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WHEREAS, NIELIT Aurangabad (erstwhile CEDTI), is engaged in skilling, product designing & development, applied research and consultancy in the field of Information, Electronics, Communication Technology (IECT). NIELIT Aurangabad is also a Research Centre of the Dr. B.A.M. University, Aurangabad for conducting research leading to the award of Ph.D. Degree in Engineering and Technology. It is offering capacity building courses especially in Electronics Design and Technology, Electronics product design and Development, Manufacturing (Electronics & Mechanical) Technology, Applied research and consultancy in both formal and non-formal sectors.

WHEREAS, NIELIT Aurangabad offers courses in the formal and non-formal sectors in emerging areas of IECT (Information, Electronics and Communications Technology), to make students/candidates industry ready, as per the **Annexure I**.

WHEREAS, BARTI is committed to the cause of equality and social justice through scientific research, evaluation of schemes meant for socially disadvantaged sections, policy advocacy, training, skills development etc.

WHEREAS, NIELIT Aurangabad undertakes external projects, consultancy and other assignments related to examination system and technical education. Unique skilling programs being offered by this Centre are designed with the belief that any engineer concerned with the development of new electronic product needs to integrate the functional design, industrial design, equipment packaging, and manufacturing. Some of the innovative projects undertaken by the students of NIELIT Aurangabad in the past are Grape Drier System, Solar Powered Motor Cycle, RF-based Marathon System, Navigation System for Visually Challenged, X-Ray Image Processing for Non-Destructive Detection of Spongy Tissue in Alphonso Mango, Automatic Control of Irrigation-Cum-Fertigation System, and Electronic Raisin Sorter.

WHEREAS both parties have held discussions and are pleased to enter into this Memorandum of Understanding for collaboration for enrolment and training of the candidates given by the first party and the training will be conducted by the second party. Both parties strongly believe that such a collaboration would lead to a continuing period of meaningful interaction, cooperation and exchange of information and ideas for mutual benefits and benefits of the students of Maharashtra. The second party may also offer a customized training program designed in consultation with the first party and funded by the first party.

Both parties shall endeavour to work towards fulfilling their roles and responsibilities.



1. Roles & responsibilities of NIELIT Aurangabad

1. NIELIT Aurangabad may reserves some seats as per its reservation policy in courses offered by it as per the Annexure - I to enrol the candidates provided by BARTI meeting the eligibility requirement of the course.
2. The State-of-the-art 'Smart' Classrooms with high-speed data networks and large projection systems may be used for imparting training.
3. Centre may provide access to Library, Scientific publications and journals, textbooks, course outlines and reference materials, NKN, laboratories, discussion rooms, visual materials and other infrastructure facilities and support to the trainees during the course of training subject to the terms and conditions of the usage of respective facilities.
4. Practical sessions may be held in **flexi-mode** to expose the students to various IECT equipment's (as required/desired) in terms of their operations.
5. NIELIT Aurangabad may also assist students in placement by allowing them to attend Job fairs, placement drives conducted through its MCC (Model Career Centre) project.
6. NIELIT Aurangabad may not charge any fees from SC/ST candidates of BARTI enrolled in for its courses mentioned in Annexure 1 if funding for the same is available from Government of India.
7. Hostel facilities to interested candidates on payment basis may also be made available subject to the availability and terms & conditions of hostels of NIELIT Aurangabad.
8. Gymnasium facilities to interested candidates on payment basis may also be made available subject to the availability and terms & conditions of NIELIT Aurangabad for using Gym facilities.
9. NIELIT may assist BARTI in short-listing/finalization of candidates through entrance test/interview for enrolment in its courses as per the Annexure - I.
10. NEILIT will give advertisement for enrolment of candidates in its courses including the courses as mentioned in Annexure I as per its regular schedule.
11. NIELIT may offer customized training programs on payment basis designed jointly with BARTI.

2. Roles & responsibilities of BARTI, Pune

1. BARTI will use appropriate means that it deems fit to mobilize candidates for enollement in courses (as per the Annexure - I) being offered by NIELIT Aurangabad, which include but are not limited to advertisement on BARTI website.
2. BARTI representative may visit the premises and classroom allocated for courses (where BARTI candidates are enrolled), during course duration with advance intimation to NIELIT, Aurangabad.

3. Joint roles& responsibilities of NIELIT Aurangabad & BARTI, Pune

1. Formation of a coordination committee consisting of three members from each party who will be responsible for the effective implementation of the MOU.
2. Both parties may design customised training programmes as per the market needs. The applicable fees of these customized training programmes along with payment pattern may be finalized by both the parties.
3. Both parties may carry out the need assessment for the various training requirements in areas of interest.
4. Any matter, which is not stipulated in the MOU, shall be settled in good faith by discussion among the parties in the spirit of understanding and cooperation.

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3 | Page
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5. Each party shall not make any public announcement or statement or publish or release any information in relation to any proposed activity or proposed collaboration without the prior written approval of both parties.
6. Each party shall keep confidential any information that it receives from the other party which is marked confidential or which a party notifies the other party is confidential.
7. Each party is allowed to use the name or logo of the other party only after written letter granting permission to do so.

4. Training Service Delivery

1. NIELIT will take the students' feedback about the trainers, course, course content delivery from all the candidates provided by BARTI and will share the same with BARTI.
2. The NIELIT will provide the syllabus and training schedule to all the candidates provided by BARTI immediately after the commencement of the course.
3. Candidates sponsored by BARTI have to appear for Theoretical & practicable examination conducted by NIELIT Aurangabad as per its schedule and norms.
4. Progress on the training of candidates sponsored by BARTI may be shared periodically by NIELIT Aurangabad.
5. NIELIT Aurangabad to take all necessary measures to ensure the safety of all candidates undergoing training by providing Security Guards and applicable Fire Safety norms.

5. Validity of the MOU

This MOU is effective from the date of MOU signed by both the parties will be valid initially for a period of one year and may further be amended or extended by the mutual written consent of both parties.

6. Payment Terms

For the courses mentioned in Annexure 1 of this MoU, the complete training cost of the SC candidates, mobilized by BARTI, will be borne by NIELIT.

7. Indemnity

The parties agree to indemnity and keep each other protected and harmless against any claim or action made by any third party and/ or any loss and damage caused to either party, liabilities, costs and expenses of every kind, that relate to the or arise from because of failure on the part of the other party to discharge an obligation arising out of or in relation to this MOU including but not limited to:

- a) Breach of any of the terms and conditions of the MOU by the Indemnifying Party;
- b) Any acts, commissions, omissions, negligence or contribution of the indemnifying Party, its officers, representatives, employees, agents, contractors or sub-contractors in any manner under any provision of this or in relation to this MOU;
- c) Infringement of any third party's intellectual property rights on account of any activity carried out by the Indemnifying Party;
- d) Any claim, action, suit, liabilities, loss or any other legal proceeding filed by any other third party against indemnified Party due to its negligence, acts, commissions, omissions of indemnifying Party under this MOU;
- e) Breach or contravention of any applicable law by the indemnifying Party.

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8. Limitation of Liability

Nothing in this MOU excludes or limits either party's liability for:

- a) Death or personal injury resulting from the negligence of either party or their servants, agents or employees;
- b) Negligence, fraud or misconduct;
- c) Misuse or unauthorized disclosure of Confidential Information or Data;
- d) Breach of third party intellectual property rights;
- e) Indemnification obligations hereunder; and
- f) Matters which cannot be excluded or limited under applicable law.

Subject to the aforesaid, neither Party will be liable under or in connection with this MOU for any special, indirect consequential, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.) suffered or incurred by the other party

9. Force Majeure

The parties are not liable for any failure in performance of their obligation if such failure is as a result of Force Majeure events only, such Force Majeure is accepted by any of the parties.

Neither BARTI, Pune nor NIELIT shall be held in breach of their obligations under the agreement if they are prevented from fulfilling them by force majeure. Each of the BARTI, Pune or NIELIT shall make every effort to mitigate any losses suffered due to force majeure. If BARTI, Pune or NIELIT fails to make necessary efforts by which the losses caused due to force majeure can be mitigated then the other party shall have the right to terminate this Agreement.

10. Confidentiality

Both parties agree to keep confidential all information shared with each other and will disclose the same to a third party only after taking prior written consent of the other. This clause excludes information available in the public domain. The confidentiality provisions of this MOU shall remain in full force and effect during the term of this MOU and 12 months thereafter.

Termination Clause

This MOU will be terminated in the event of

1. Bankruptcy proceedings being initiated against any of the Party.
2. Mutual agreement between the "Parties".
3. Non-performance on the part of the either.

11. Notices and other communications

Notices and other communications under this MOU shall be in writing and communicated through the post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in the MOU. By signing this MOU, THE "Parties" acknowledge that it correctly records the understanding they have reached with regard to this MOU.

12. Arbitration & Jurisdiction

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1. Both the BARTI and NIELIT Aurangabad agree that provisions contained in this MOU do not create any legal obligations between the parties.
2. In the event of any misunderstanding and differences between the parties hereto, such misunderstanding/differences shall be resolved amicably by mutual discussions.
3. It is hereby agreed between the parties that if any dispute arises between the parties which could not be resolved with mutual consent, in that case, the matter/dispute shall be referred to an Arbitrator shall be a retired High Court Judge of Aurangabad.

Signature of the Memorandum of Understanding [MOU]


This Memorandum of Understanding (MOU) is entered into at Aurangabad (Maharashtra) on this date, 11th May 2018.


This MOU has been executed in two originals. One of these has been retained by the NIELIT AURANGABAD and the other by BARTI, Pune.

In witness whereof the parties, hereto, have signed this MOU on the day, Month and Year mentioned hereinbefore.

For and on behalf of
**Dr. Babasaheb Ambedkar Research
and Training Institute
Pune**


For and on behalf of
**National Institute of Electronics &
Information Technology,
Aurangabad**



(Kailas Kanse, IPS)
Director, General
BARTI, Pune


(Dr. Sanjeev Kumar Gupta)
Executive Director
NIELIT, Aurangabad

Witnesses

BARTI, Pune


11-05-2018
P. T. Yaichal,
Additional Collector (S.G.)
& Chairman, CVC.
Ahmednagar.


(Sasi Kumar Gera)
Dean Skill Development
NIELIT, Aurangabad

Annexure I

PG Diploma courses (affiliated to Dr. B.A.M. University, Aurangabad)

Sr. No.	Course Name	Duration	Fees
1.	PG Diploma in Internet of Things (IoT)	One year	60,000
2.	PG Diploma in Cyber Security and Digital Forensics	One year	60,000

Some of the non-formal courses (NSQF aligned courses)

Sr. No.	Course Name	Duration	Fees
1.	3D Printing and Additive Manufacturing	4 months	40,000
2.	Android Apps Developer	100 Hrs	10,000
3.	Certificate Course in Computer Aided Design using CREO	4 Weeks	8,000
4.	CCC	8 weeks	3500
5.	Certificate Course in System Administration using Unix	80 Hrs	10,000
6.	Advance Diploma-PLC/SCADA/DCS Engineer	16 Weeks	39,000
7.	Certificate course in Arduino based Embedded System Design.	15 weeks	10,000
8.	Certificate course in Office Automation	4 Weeks	3,500
9.	Certified Course in Web Designing Course	4 Weeks	3,500
10.	Diploma in Computer Hardware Maintenance (CHM - O Level)	One Year	25,888
11.	Advanced Diploma in Computer Hardware Maintenance and Networking (CHM-A)	One Year	25,888
12.	Embedded System Design using 8-bit Microcontrollers	3 Weeks	15,000
13.	O Level in Information Technology	One Year	21,780 *
14.	A Level in Information Technology	One Year	21,780 *
15.	PG Diploma in Embedded System Design	24 Weeks	70,000
16.	PG Diploma in VLSI & Embedded Hardware Design	24 Weeks	70,000
17.	Certificate Course in PC Assembly & Maintenance	4 weeks	3,500
18.	Repair & Maintenance of Power Supply, Inverter & UPS	18 weeks	10,000
19.	Certificate Course on Printed Circuit Board Design, Analysis and Manufacturing Techniques	250 Hrs	25,000
20.	Advanced Diploma in BigData Analytics	16 Weeks	40,000

Note: GST will be charged at actuals except SI No 13 and 14