**Format of Agreement   
(on Rs. 200/- stamp paper)**

PREAMBLE

National Institute of Electronics and Information Technology (NIELIT) is engaged in education, training and consultancy services in advanced areas of IECT and intend to extend quality education to masses through various schemes and programs.

NIELIT Calicut conducts many advanced technology training programs (both NSQF aligned and Non-NSQF aligned) in the AI, Big data, IoT, VLSI Chip design, Industrial Automation and 3D printing and additive manufacturing domains. These non-formal programs from awareness level to expert levels are offered in online blended mode with optional virtual and remote hardware lab support and are intended to enhance the employability skills of engineering/ non-engineering students with focus on practical training and providing knowledge in recent trends of industry requirements.

NIELIT Calicut intend to tie-up with training /training -delivery partners for reaching the masses and making the advanced technology training affordable and inclusive to all cutting across the urban rural and digital divide.

This agreement entered into on this…………day of ……………… between **NIELIT Calicut,** PB No.5, NITC Campus P.O, Calicut 673 601 (hereinafter referred to as **FIRST PARTY** which term and expression shall mean and include its successors and assignees) represented by its Head/Director on the **ONE PART;**

AND

The <.......Training Partner.........> (hereinafter referred to as **SECOND PARTY** which expression shall include its successors and assignees) and represented by authorized signatory Mr XXX, Head /Director on the **OTHER PART;**

WHEREAS **FIRST PARTY** sought support for facilitating (including mobilization of candidates, conducting/for providing infrastructure support) online training programs of FIRST PARTY and whereas the SECOND PARTY shown interest to provide the same.

AND WHEREAS **FIRST PARTY** awarded the contract for the said facilitation support to SECOND PARTY, after due process of Shortlisting the training partner.

WHEREAS **FIRST PARTY** and **SECOND PARTY** desire to mutually associate with each other to commence the facilitation for the **training programs in <course names separated by comma>**through its CENTREs in online mode through NIELIT LMS platform.

Now it is hereby agreed by and between the two parties hereto as follows:

* 1. **SCOPE:** SECOND PARTY will conduct (non NSQF aligned including mobilization of candidates) /facilitate (both NSQF aligned and non aligned including mobilization of candidates, and providing infrastructure support) ~~the~~ training programs in **<course names separated by comma>** through its selected centres < Annexure I Centre Name with Address>.

**SECOND PARTY** will ensure the availability of necessary infrastructure and or qualified, trained and certified faculty suitable for conducting the respective training programs as applicable.

* 1. **OBLIGATION OF SECOND PARTY:**
     1. **SECOND PARTY** proposing to conduct (non NSQF aligned) /facilitate (both aligned and non aligned) training program shall furnish an undertaking that it fulfills all the necessary requirements in terms of infrastructure, hardware, software, faculty etc. for conducting/facilitating the training programs and shall allow the **FIRST PARTY** personnel or its representatives for inspections of the training centre, if they so desire.
     2. **SECOND PARTY** will use common NIELIT Calicut registration platform for registration of candidates under the scheme and share details of candidates mobilized by SECOND PARTY to FIRST PARTY for batch creation in LMS.
     3. **SECOND PARTY** will be responsible for the verification and maintaining the record of all relevant documents of the candidates like educational qualification, caste certificate etc. as per the course requirement.
     4. If the training is not carried out to the satisfaction of **FIRST PARTY**/end user and if the behavior or character or conduct of the personnel engaged by the **SECOND PARTY** are found to be unsatisfactory at any time during the period of operation of the contract, **FIRST PARTY** reserves the right to terminate the contract with one month’s notice and if the contract is so terminated the **SECOND PARTY** shall not have any claim whatsoever for compensation for the remaining period of contract.

**Clauses 2.5 to 2.11 applicable only for the Conduct of non NSQF aligned training programs**

* + 1. **SECOND PARTY** shall monitor and coordinate the training programs conducted through its training centre and ensure that the training programs are conducted as per the syllabus provided by FIRST PARTY.
    2. **SECOND PARTY** shall ensure that the persons employed for training is a NIELIT certified faculty for the said training and possess the minimum essential qualification(s) to ensure quality of the program.
    3. **SECOND PARTYs** Training charges for the Courses covers cost of publicity also.
    4. **SECOND PARTY** will ensure the quality of the training program by implementing a Two-Tier Evaluation Process: (1) Continuous evaluation by means of Assignments & quizzes and (2) Final Evaluation by NIELIT.
    5. **SECOND PARTY** will nominate at least 2 faculty for each course for Master Training.
    6. Master Training of typically 40 hours will be conducted by FIRST PARTY at a nominal cost at Common norms rate per candidate per course. Presently common norm rate is Rs. 42/- per hour for IT courses and Rs. 49/- per hour for Electronics courses.
    7. Master Training will be in Online Mode.
    8. **SECOND PARTY** will support for the online assessment of their candidates, if required.
    9. **SECOND PARTY** shall tie-up with the local industries for providing placement assistance for the candidates.
    10. **SECOND PARTY** shall provide any other reports or information required by **FIRST PARTY** in connection with this training program.
    11. **SECOND PARTY** shall nominate a **Nodal** **Co-Ordinator/ authorized contact person.**
    12. **SECOND PARTY** shall not sub-contract the whole or part of the contract or assign the contract or any part thereof to any other Third Party.
  1. **OBLIGATION OF FIRST PARTY:**
     1. **FIRST PARTY** shall provide master training including LMS usage to 2 faculty of SECOND PARTY for each course at common norms rate in online mode.
     2. **FIRST PARTY** will provide registration portal to candidates for registration.
     3. **FIRST PARTY** shall coordinate the selection of the candidates based on the applications received and the candidates will be allocated to the training centre of SECOND PARTY which has mobilized the candidates**.**
     4. **FIRST PARTY** will create batch for candidates on LMS.
     5. **FIRST PARTY** will provide LMS access to candidates and certified faculty for conducting the selected courses.
     6. **FIRST PARTY** will provide e-content in the form of PPTs and pdf files, quizzes and assignments to certified faculty of SECOND PARTY accessible through the LMS.
     7. **FIRST PARTY** will conduct final examination in online mode and issue digital certificate to successful candidates.
     8. **FIRST PARTY** will maintain database of candidates trained under the scheme.
     9. **FIRST PARTY** will update syllabus as per industry requirements from time to time.
     10. **FIRST PARTY** may provide Virtual lab access to SECOND Party on request and on chargeable basis.
     11. **FIRST PARTY** shall pay 70% of training fee for conduct of non NSQF aligned training program or 30% of the training fee for facilitation of both NSQF aligned and non aligned training programs, or the amount agreed through separate agreement worked out in the case of training programs with specialized hardware, software and faculty requirement to second party on successful completion of the training program and submission of the invoice with all required documents. If SECOND Party is raising an invoice with GST, then corresponding GST amount will also be paid by **FIRST PARTY.**
  2. **IPR Clause**

Any and all intellectual property created solely in relation to or arising out of this MoU, by NIELIT during the validity of MoU, or prior to the MoU, or after the termination of MoU shall be under the sole and exclusive ownership of NIELIT. Ownership of any and all intellectual property created /developed through collaborations under this MoU will be determined between parties through mutual consultation and recorded in writing as an addendum/ amendment/ agreement separately on a case-to-case basis prior to starting of work.

* 1. **Tenure /Renewal of the Agreement**

This agreement shall come into force when duly signed by the representatives of both the parties and shall be valid for a period of **Three Years** from the date of such signing. On the expiry of Three years, parties hereto shall be entitled to renew by mutual consent on such terms as may be then agreed upon. If not renewed, **SECOND PARTY** shall be entitled to stop conducting/facilitating the training program for the candidates. Before such action, both the parties shall ensure that the Courses already started are fully completed, examination conducted and certificates issued.

* 1. **Breach of Terms of this Agreement**

If either party commits breach of any of the terms of this agreement, the other party may bring the fact of breach to the notice of the former and the former shall immediately take steps to rectify the breach and in case the PARTY fails to do so and the breach continues for a period of 1 Month, the aggrieved party may treat this agreement as repudiated by the other party and forthwith serve a notice of termination and the aggrieved party will have the right to claim from the other party the damages in respect of losses already sustained by the PARTY for the unexpired period of the agreement on account of such termination of the agreement. The agreement will automatically be terminated within 1 month after the receipt of such notice, subject to the liability and arbitration clause.

In case of any such termination of this agreement, in the middle of a Course, which has already been started, both the parties should take sufficient steps so as to complete the Course, already started. Termination of the agreement should be implemented in such a way that the future of the students/trainees is not affected by the termination. In case of such termination of the agreement, both the parties shall ensure that the Courses already started are fully completed, examination conducted and certificates issued.

* 1. **Termination of contract**

The contract is liable to be terminated by either side on one month’s notice.

If the **SECOND PARTY** (a) abandons the contract or has failed to proceed with the work or does not adhere to the committed schedules or technological requirements due to negligence or the progress on any particular item or items is slow (b) has failed to execute the work in accordance with the terms and conditions of the contract, (c) is persistently or frequently neglecting to carry out their obligation under the contract, then **FIRST PARTY** shall be competent to terminate the contract unilaterally at its discretion at any time without notice and without paying any compensation or any other amounts and to proceed with the balance of the work through any other agencies and the **SECOND PARTY** is liable to compensate **FIRST PARTY** for losses incurred by it in such cases.

* 1. **Jurisdiction**

This Agreement shall be governed by the Laws of Indian Union in force. Both the parties here in agree that all disputes between them shall be subject to the jurisdiction of courts in Calicut district.

* 1. **Arbitration or Mediation**

Any dispute arising between the parties if not resolved between them shall be referred after mutual consent of both the parties to an arbitrator or mediator. The selection of the arbitrator shall be decided by the above parties mutually.

In case of termination of this agreement, in the middle of a Course, which has already been started, both the parties should take sufficient steps so as to complete the Course, already started. Termination of the agreement should be implemented in such a way that the future of the students/trainees is not affected by the termination. In case of such termination of the agreement, both the parties shall ensure that the Courses already started are fully completed, examination conducted and certificates issued.

* 1. **Modifications**

The modifications in the Agreement can be done with the mutual consent of both the parties but strictly in line with the scheme guidelines.

Any addition / deletion to the list in Annexure I and II will be with the concurrence of both parties.

* 1. The application, submitted documents by **SECOND PARTY to FIRST PARTY**  also form part and parcel of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in duplicate on the day and the year first above written

AGREED:

|  |  |
| --- | --- |
| For (**FIRST PARTY**) | For (**SECOND PARTY)** |
| **(Director NIELIT Calicut signature & stamp)** | **(Institute Head signature & stamp)** |
| **(Name in Block Letters)** | **(Name in Block Letters)** |

|  |  |
| --- | --- |
| Name of **FIRST PARTY** | Name of **SECOND PARTY** |
| Address | Address |
| Contact Details | Contact Details |
| E-mail ID | E-mail ID |
| Web | Web |

|  |  |
| --- | --- |
| **Witness 1:** | **Witness 2:** |
| **Signature………………………** | **Signature………………………** |
| **Name (in Block Capital Letters)** | **Name (in Block Capital letters)** |
| **Address** ………………………  ………………………  ………………………  ………………………  ……………………… | **Address** ………………………  ………………………  ………………………  ………………………  ……………………… |
| **Contact No**. …………………… | **Contact No**. ……………….. |

**Annexure I**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Sl. No** | **Course** | **Duration** | **NSQF Aligned**  **(Level)** | **Total Course Fee including GST (Rs.)** | **Registration Cum Certification Fee including GST (Rs.)** | **Eligibility** |
| 1 | Cyber Security Associate | 16 Weeks / 540 Hrs | 4.5 | 28,000/- | 2360/- | * Completed 1st year of B.Tech/ BCA/ B.Sc. (CS/IT/Electronics/ allied area) * Pursuing 1st year of B.Tech/ BCA/ B.Sc. and continuous education * Pursuing 3rd year of 3-year diploma (CS/IT/EC /EE / allied branches) after 10th and continuous education * Completed 3-year diploma after 10th * Completed 2nd year of 2 year diploma in after 12th * Pursuing 2nd year of 2- year diploma after 12th and continuous education * 10th Grade pass plus 2 years of vocational education(NTC) plus 1 year of NAC in IT-ITeS * Previous relevant Qualification of Level 3 and with minimum education as 8th Grade pass and 3 years of experience in IT-ITeS Sector |
| 2 | Junior Cyber Security Associate | 12 Weeks / 450 hrs | 4 | 22,700/- | 2360/- | * 12th grade pass * Completed 2nd year of 3-year diploma (after 10th) and pursuing regular diploma * 10th grade pass and pursuing continuous schooling * 10th Grade Pass with 2 years relevant experience * Previous relevant Qualification of NSQF Level 3.0 with minimum education as 8th Grade pass with 3 years relevant experience |
| 3 | Artificial Intelligence Application Developer | 16 Weeks / 540 Hrs | 4.5 | 25000/- | 2360/- | * Completed 1st year of UG * Pursuing 1st year of UG and continuous education * Pursuing 3rd year of 3-year diploma after 10th and continuous education * Completed 3-year diploma after 10 |
| 4 | Foundation Course in Machine Learning using Python | 4 Weeks /  90 Hrs | 4 | 5000/- | 1062/- | * 2nd Year Polytechnic Diploma in Computer Science/ IT/ Electronics /Electrical/ Instrumentation * Final year BCA/B.Sc.(Electronics/CS/IT) Pursuing MCA/MSC(CS/IT) /PGDCA * Pursuing B.E/B.Tech in any domain * NIELIT O Level(IT) |
| 5 | PG Program in Embedded System Design & IoT | 600 hrs. | Nil | 40,000/- | Nil | * B.E./B.Tech completed students of following branches :   Electronics. Electronics & Communication/ Electrical/ Electrical & Electronics/ Instrumentation/ Biomedical/ Computer Science/ Information Technology   * B.E./B.Tech ongoing students of the above branches are eligible to enrol for the modular workshop subject to meeting the pre-requisite for each module as mentioned in the syllabus |
| 6 | PG Program on VLSI SoC Design and Verification | 600 hrs. | Nil | 40,000/- | Nil |
| 7 | Industrial Automation with PLC & SCADA (IAD101) | 4 Weeks / 1 hr. daily | Nil | 4500/- | Nil | * Students pursuing Engineering/ Diploma/MSc/ITI with Electrical/ EEE/ Electronics/ Electronics and communication/ Instrumentation and Control/ Instrumentation / Applied Electronics/ Chemical Engg/ Mechatronics/ Mechanical / Computer Science background and other branches who would like to develop competency in area of Industrial Automation systems * Professionals working in Industry * Research scholars, Teaching professionals & faculties |

For registration, course syllabus and more details on courses, pl see https://nielit.gov.in/calicut/content/course-calendar