

MEMORANDUM OF UNDERSTANDING

Between



GURU KASHI
UNIVERSITY
BATHINDA (PUNJAB)

NAAC
GRADE A⁺⁺
ACCREDITED UNIVERSITY

Guru Kashi University, Talwandi Sabo
Permanent Campus at Sardulgarh Road, Talwandi Sabo,
Bathinda – 151302

And



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NIELIT

National Institute of Electronics & Information Technology, Chandigarh
Permanent Campus at Birla Farms, Bada Phull,
Ropar – 140001

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MoU") is made on 07.08.2025

By and Between

Guru Kashi University, Talwandi Sabo, having its permanent campus at Sardulgarh Road, Tawandi Sabo, Bathinda – 151302, established under the Punjab Act No. 37 of 2011, represented by its Registrar (hereinafter refer to as GKU, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the first part.

And

National Institute of Electronics & Information Technology, Chandigarh, having its office at Birla Farms, Bada Phull, Ropar – 140001, acting through Executive Director (hereinafter referred to as NIELIT, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the second part.

GKU and NIELIT may hereinafter collectively be referred to as "**Parties**" and individually as "**Party**" **WHEREAS**

- a) GKU is a premier University imparting not only engineering and scientific education amongst diverse disciplines but also Agriculture, Pharmaceutical Sciences, Management, Hospitality, Education, Sciences, Health & Allied Sciences, Law, etc. It has high standards and well-entrenched research and development facilities.
- b) NIELIT – National Institute of Electronics and Information Technology is an autonomous scientific society under the administrative control of Ministry of Electronics and Information Technology, Government of India, engaged in the development of qualified human resources in the areas of IT, Electronics, Communications, Hardware, Cyber Law, AI, Blockchain, Cyber Security, IPR, GIS, Cloud Computing, ESDM, e-Governance, and related verticals.
- c) GKU and NIELIT will support each other's endeavours in delivering academic programs and training activities with respect to the facilities available at each other's institutions.
- d) Utilization of the infrastructural facilities such as software, computational facility, and industrial skill augmentation available at GKU and NIELIT through modular courses or customized training for the mutual benefits at mutually agreed rates/terms and conditions.
- e) Joint organization of events such as short-term courses, seminars, workshops, conferences, training programs, symposia, conclaves, short-term courses, webinars etc., for technical skill development of students/ faculty/ industry persons.

- f) Any other objective as mutually agreed upon.
- g) Both parties acknowledge and understand that all financial arrangements, if any, will be subject to prior written agreement and availability of funds for each activity/project undertaken.
- h) Both parties will support each other in any Conference, International or National, organised by any party in the following areas:
 - Resource Sharing: Sharing of human and technical resources necessary for the successful execution of the conference.
 - Marketing and Promotion: Collaborative efforts in promoting the conference through various channels and sponsorships.
 - Program Development: Joint development of the conference agenda, selection of speakers, paper reviewers, track chairs, and coordinators.

PERIOD OF VALIDITY:

This MOU will be effective for a period of **03 years (three years)** from the date of signing and can be renewed for a further term if mutually agreed upon by both parties. However, the agreement may be terminated by either side if either party serves notice to the other party at least three months before the commencement of the next Academic Session / Training Program.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties mutually agree hereto as follows:

ROLE AND RESPONSIBILITIES OF GKU

1. Identify a senior-level in-house faculty member, preferably not below the rank of Professor, to be the Program Officer and provide full commitment to the successful outcomes of the program.
2. Ensure the highest level of quality to be aimed for and to be achieved at all stages of the Program in order to ensure that programs meet their stated objectives.
3. Provide educational infrastructure: classroom, audiovisual, and computing support, for all students of the program, if needed.
4. Provision of expert faculty/domain experts for teaching modules apart from ICT to be offered by GKU.
5. Define admission policy, eligibility criteria, and selection process.
6. Create awareness about the program amongst potential recruiters, both from the Government and the Private sector, and invite them to conduct campus recruitment at GKU.

ROLE AND RESPONSIBILITIES OF NIELIT

NIELIT's primary responsibilities shall include:

1. Identify a senior in-house Officer to be the Program Officer, not below the rank of Scientist 'D', and provide full commitment for the successful outcomes of the program.
2. Conduct admissions in a fair and transparent manner with the support of GKU.
3. Extend its expertise in the subject matter for conducting classes/courses/ sessions.
4. Design activities and events for creating awareness for the program, enabling prospective students from the private sector, open market, and government to submit their applications/candidature for the said program with the support of GKU.
5. Engage eminent resource persons from Industry and Academia to share Industrial experiences as a resource person.

Roles and Responsibilities of GKU and NIELIT

1. GKU and NIELIT may jointly constitute a committee of 3 – 5 members for designing the course curriculum, keeping in view the latest industry requirements.
2. Designing of course curriculum jointly, keeping in view the latest industry requirements.
3. Preparation of the program structure and program manual, if needed.
4. Facilitate consultation and involvement of at least one industry/institution working in ICT/emerging technologies for the design and delivery of the course curriculum of the Program.
5. In order to attract the best talents, GKU and NIELIT shall jointly release advertisements through print and audio-visual media and conduct joint publicity programs at regular intervals.
6. Successful candidates shall be awarded a Certificate/Diploma jointly issued by GKU and NIELIT.
7. Preparation of a session-wise timetable, teaching material, and conducting online examinations.
8. This Memorandum of Understanding is a document of good faith and shall be followed by an Agreement on mutually agreed terms and conditions to detail out the financial implications and revenue sharing among the parties.
9. This Memorandum of Understanding will be effective up to three years beyond the date of signing this agreement, that is, up to 06/08/2028. Implementation of the MOU would be monitored on a six-month basis by a steering committee comprising of three members from GKU and NIELIT each, who would decide on the detailed course curriculum and lay down the guidelines for the admissions process and selection criteria.
10. Any dispute between the parties shall always be resolved by mutual consultation without any resort to arbitration or other form of legal remedy, including resort to a court of law.
11. Any notice/communications required to be given by the parties shall be addressed to

the parties at the address specified on the first page of this MoU.

OWNERSHIP OF THE PROGRAMME

NIELIT and GKU shall own the IP rights over the "Structure of the Program" to the extent such educational initiatives can claim ownership and IP rights as per the industry practice and the laws of the country. The course curriculum, pattern, syllabus design, mode of delivery, Examination, etc., of the aforesaid program shall be the sole right of NIELIT Chandigarh and GKU. The structure of the program shall be governed as per the ordinance of the GKU after getting approvals from the statutory bodies of GKU and the policies of NIELIT. The IP rights over the course content of the program shall vest with NIELIT and GKU.

FORCE MAJEURE

For the purpose of this MoU, the expression "**Force Majeure**" shall mean any cause affecting the performance of a party of its obligations arising from acts, events, omissions, happenings or non-happenings, beyond its reasonable control including (but without limiting the generality thereof) Governmental Regulations, fire, flood, earthquake, strikes, or any other disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening, or non-happening shall only be considered Force Majeure if it is not attributable to a willful act, neglect, or failure to take reasonable precautions of the affected party. Neither party shall, in any circumstances, be liable to the other for any loss of any kind whatsoever, including but not limited to any damages or abetment of charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations here under which is due to Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavors to continue to perform or resume performance of such obligations hereunder for the duration of such Force Majeure event.

TERMINATION

The present MoU can be terminated by either party by giving a notice of three months. In this regard, neither party shall have any claim against the other party and its officials on account of the termination of this MoU. However, the responsibilities and duties of both parties in respect of the students already registered for any of the Programs under this MoU shall not end with the termination of the MoU, and these will remain valid in totality until completion of the evaluation of the already registered students and reporting of their results by both parties.

CONFIDENTIALITY

- i. During the tenure of the MOU, both GKU and NIELIT will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

- ii. Both GKU and NIELIT shall bind their respective personnel who come into possession or knowledge of any confidential information NOT to disclose the same to third parties without the written approval of the disclosing party or use such confidential information for any use other than intended under this MoU or PROJECTS.
- iii. Further, both GKU and NIELIT shall put in place adequate and reasonable measures to keep and store confidential information securely so as to prevent any unauthorized use.
- iv. Confidential Information shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally disclosed by the disclosing party under this MoU or any subsequent addendum, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However, confidential information shall not include any data or information which:

- a. Is or becomes publicly available through no fault of the receiving party
- b. Is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- c. Is independently developed by the receiving party without reference to the confidential information of the disclosing party
- d. Is rightfully obtained by the receiving party from a third party or is in the public domain.
- e. Is disclosed with the written consent of the party whose information it is, or
- f. Is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

AMENDMENTS

Any amendment, add/or addenda to the MoU shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the MoU and have the effect of modifying the MoU to the extent required by such amendments or addenda.

INDEMNITY

Both parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third parties (including all costs, expenses, damages/ losses) arising out of or in connection with this MOU.

ARBITRATION

In the event of any difference or dispute arising between the parties in connection with or concerning the observance of the terms and conditions or interpretation thereof, the same shall be jointly resolved by the Director General, NIELIT, and an officer/office-bearer of suitable designation from GKU, in a spirit of independence, mutual respect, and shared


responsibilities, without any resort to arbitration or other form of legal remedy including resort to court of law.

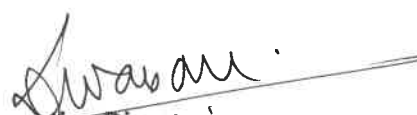
EXCLUSIVE JURISDICTION

The MoU shall be subject to the jurisdiction of the courts in Punjab.

This Memorandum of Understanding is a document of good faith and shall be followed by an Agreement on mutually agreed terms and conditions to detail out the financial implications and revenue sharing among the parties. This Memorandum of Understanding will be effective up to three years beyond the date of signing this agreement, that is, up to August 06, 2028.


IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.


Registrar
GKU, Talwandi Sabo
Dated: 07/08/2025

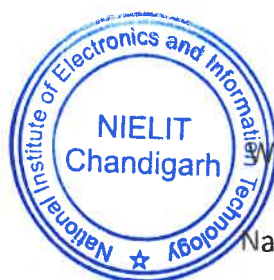

Executive Director
NIELIT Chandigarh
Dated: 7/8/2025


For and on behalf of
Guru Kashi University, Talwandi Sabo
With its permanent campus at Sardulgarh
Road, Talwandi Sabo, Bathinda

For and on behalf of
National Institute of Electronics &
Information Technology, Chandigarh
with its Permanent Campus at Ropar

Witness 1 
Name: Dr. Rameshwar Singh

Designation: Vice Chancellor (GKU)



Witness 2 
Name: Anita Budhija
Designation: Additional Director