

MEMORANDUM OF UNDERSTANDING

Between



**Institute for Development and Communication
Sector 38-A
Chandigarh – 160014, India**



**Punjab Police
Punjab Police Headquarters
Jan Marg, Sector-9, Chandigarh – 160009, India**

and



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

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MoU") is made on 20.12.2024

By and Between

Institute for Development and Communication Chandigarh is an autonomous, non-profit research organization located in north-west India, (hereinafter referred to as IDC), represented by its Chairman, having its campus and main office at Sector 38-A, Chandigarh-160014.

Punjab Police is responsible for law enforcement and criminal investigation including the prevention and detection of crime, and maintenance of law and order within the State of Punjab represented through the Director General of Police.

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.

IDC, Punjab Police and **NIELIT** may hereinafter collectively be referred to as '**Parties**' and individually as '**Party**'

WHEREAS

- a) IDC is non-profit research organization located in Chandigarh. It works from an inclusive perspective, for an equitable socio-economic transformation to build a humane and just society. The core areas for research explorations have evolved in consonance with area specific challenges and specialisation of research leadership. The first concern continues to be re-examination of the theoretical underpinning of varied empirical explanations for knowledge synthesis and the second relates to its transfer for interventions.
- b) Punjab Police is responsible for law enforcement and criminal investigation including the prevention and detection of crime, and maintenance of law and order within the State of Punjab.
- c) 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 Information Technology, Electronics, Communications, Electronic and Computer Hardware, Cyber Law, Artificial Intelligence, Blockchain, Cyber Security, Intellectual Property Rights, Geographic Information System, Cloud Computing, Electronic System Design and Manufacturing, e-Governance, and related verticals.
- d) IDC, Punjab Police and NIELIT will support each other's endeavours in delivering academic programs and training activities with respect to facilities



available at institutions of each other.

- e) There will be utilization of the infrastructural facilities such as software, computational facility and industrial skill augmentation available at IDC, Punjab Police and NIELIT through modular courses or customized training for the mutual benefits at mutually agreed rates/ terms and conditions.
- f) There will be joint organization of training programs for technical skill development of students/ faculty/ police personnel.
- g) Any other objective as mutually agreed upon by the parties.
- h) The parties acknowledge and understand that all financial arrangements, if any, will be subjected to prior written agreement and availability of funds for each activity/project undertaken.
- i) The parties will support each other in trainings programs organised by any party for resource sharing and program development.

PERIOD OF VALIDITY:

This Memorandum of Understanding 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 by all the parties. However, the agreement may be terminated by any party by serving notice to other party/parties at least one month before the commencement of the next 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 IDC

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 for the successful outcome of the training programs;
2. To conduct training and ensure highest level of quality to be aimed for and to be achieved at all stages of the training program in order to ensure that it meets its stated objectives;
3. Provide educational infrastructure: class room, audio visual and computing support, for all participants of the program, if need be;
4. Provision of expert faculty/ domain experts for training modules wherever required apart from Information, Communication and Technology; and,
5. Design training pedagogy.

ROLE AND RESPONSIBILITIES OF PUNJAB POLICE

1. Identify a senior management level officer, to be the Program Officer and provide full commitment for the successful outcome of the training programs;
2. Ensure highest level of quality to be aimed for and to be achieved at all stages of the training program in order to ensure that it meets its stated objectives;

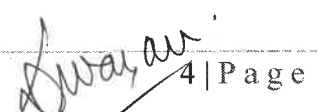
3. Outline training needs and develop resource materials with the support of NIELIT and IDC;
4. To provide material support for the smooth conduct of training programs; and,
5. To provide expert knowledge and resource persons in specialized domain areas, wherever required.

ROLE AND RESPONSIBILITIES OF NIELIT

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 outcome of the training programs;
2. To conduct training and ensure highest level of quality to be aimed for and to be achieved at all stages of the training program in order to ensure that it meets its stated objectives;
3. To depute technical expertise in the subject matter for conducting training sessions and provide access to software and hardware requirements of the participants during trainings;
4. Evolve participatory activities and events for the trainees to impart practical skills;
5. Engage eminent resource persons from police, professional and technical experts, academia with domain knowledge as resource persons; and,
6. Provision of expert faculty/ domain experts for training in ICT.

Collective Roles and Responsibilities of IDC, Punjab Police and NIELIT

1. The parties may jointly constitute a committee for designing the curriculum for the training programs as per need;
2. Preparation of the structure and manual of the program;
3. Successful candidates shall be awarded certificates by the specific institution/party or institutions/parties imparting the training;
4. Preparation of session-wise time table, teaching material and to conduct examination;
5. 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 implication or revenue sharing among the parties;
6. This Memorandum of Understanding will be effective up to three years (3) from the date of signing this MOU, that is, up to **19.12.2027**. Implementation of the MoU would be monitored on a six-monthly basis by a steering committee comprising of members from IDC, Punjab Police and NIELIT, who would decide on the detailed course curriculum and lay down the guidelines for admission process and selection criteria;
7. 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 court of law; and,
8. Any notice/ communications required to be given by the parties shall be addressed to the parties at the address specified at the first page of this MoU.



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OWNERSHIP OF THE TRAINING PROGRAMS

IDC, Punjab Police and NIELIT shall own the IP rights over the "Structure of the Program" to the extent that 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 the institution/party or institutions/parties conducting the course. The structure of the program shall be governed as per the related ordinance/s of all the parties after getting approvals from the concerned statutory bodies of the institution/institutions conducting the course.

FINANCIAL MODALITIES

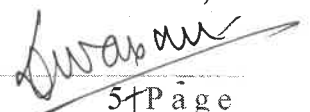
The parties acknowledge and understand that all financial arrangements, if any, will be subjected to prior written agreement and availability of funds for each activity/project undertaken. Utilization of the infrastructural facilities such as software, computational facility and industrial skill augmentation available at IDC, Punjab Police and NIELIT through modular courses or customized training for the mutual benefits at mutually agreed rates/ terms and conditions.

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 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 hereunder 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 here under for the duration of such Force Majeure event.

TERMINATION

The present MoU can be terminated by any of the party by giving a notice of one month to the other party. In this regard, neither party shall have any claim against the other party and its officials on account of termination of this MoU. However, the responsibilities and duties of the parties in respect of the participants 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 evaluation of the already registered participants or till reporting of their results, if applicable.


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CONFIDENTIALITY

- i. During the tenure of the MOU, all the parties (IDC, Punjab Police 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. All the parties (IDC, Punjab Police 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 written approval of the disclosing party or use such confidential information for any use other than intended under this MoU.
- iii. Further, all the parties (IDC, Punjab Police and NIELIT) shall put in place adequate and reasonable measures to keep and store confidential information secured 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 is:

- a. Or becomes publicly available through no fault of the receiving party;
- b. Already in the rightful possession of the receiving party prior to its receipt of such data or information;
- c. Independently developed by the receiving party without reference to the confidential information of the disclosing party;
- d. Rightfully obtained by the receiving party from a third party or is in the public domain;
- e. Disclosed with the written consent of the party whose information it is; and,
- f. 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

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




DISAGREEMENT / DISPUTE

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 Director IDC, Director General of Police, Punjab Police, and Executive Director NIELIT and an officer/office-bearer of suitable designation of all the parties, 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

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 implication and revenue sharing among the parties. This Memorandum of Understanding will be effective up to three years (3) from the date of signing this agreement, that is, up to **19.12.2027**.

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

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| For and on behalf of | |
| National Institute of Electronics and Information Technology (NIELIT), Chandigarh (with its Permanent Campus at Ropar) | |
| Signature & Date  Sh. Deepak Wasan Executive Director, NIELIT | Witness Name: Manish Arora Designation: Scientist F Address: NIELIT |
| For and on behalf of | |
| Institute of Development and Communication (IDC), Sector 38-A, Chandigarh | |
| Signature & Date:  Dr. Varinder Sharma Director, IDC | Witness Name: Chandan Arora Designation: Deputy Director IDC Address: IDC, Sector-38A Chandigarh |
| For and on behalf of | |
| Punjab Police, Punjab Police Headquarters, Jan Marg, Sector-9, Chandigarh | |
| Signature & Date  Sh. Ishwar Singh, IPS Special DGP, HRD, Punjab. (On behalf of DGP, Punjab) | Witness Name: Gautam Singhal Designation: A.I.G. Training Address: Punjab Police Headquarters, Sector-9, Chandigarh. |