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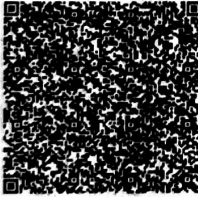
Government of Jammu and Kashmir

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Certificate Issued Date : 21-Nov-2022 03:35 PM
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Unique Doc. Reference : SUBIN-JKJK1252460479545382288837U
Purchased by : INFORMATION TECHNOLOGY DEPTT UT JK
Description of Document : Article 5 Agreement or Memorandum of an Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : INFORMATION TECHNOLOGY DEPTT UT JK
Second Party : NIELIT JAMMU
Stamp Duty Paid By : INFORMATION TECHNOLOGY DEPTT UT JK
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



₹100

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Memorandum of Understanding

Between

Information Technology Department, Jammu and Kashmir

And

National Institute of Electronics and Information Technology, Jammu and Kashmir

This Memorandum of Understanding (MOU) is entered into and is effective from 27th November, 2022 between **"Information Technology Department, Jammu and Kashmir" (JKIT), represented by Commissioner Secretary to Government of UT of J&K, Information Technology Department, (hereinafter referred to as JKIT or FIRST PARTY** which expression shall unless the context requires otherwise, include its successors and permitted assignees)

AND

"National Institute of Electronics and Information Technology, Jammu and Kashmir (NIELIT J&K)", an Autonomous Scientific Society of Ministry of Electronics & Information Technology (MeitY), Government of India, having its centres in J&K, located in *New Campus, University of Jammu, Dr. B.R. Ambedkar Road, Jammu & SIDCO Electronics Complex, Old Airport Road, Rangreth, Srinagar*, **represented by Executive Director, NIELIT J & K** hereinafter called **JKNIELIT or SECOND PARTY** which expression shall unless the context requires otherwise, include its successors and permitted assignees)

JKIT AND JKNIELIT are herein collectively referred to as "Parties" and individually as a "Party".

WHEREAS both the parties hereto have agreed to work on Projects on the topics of mutual interest, Capacity Building, IT Infrastructure Solutions and other related activities of the First Party. The Second Party would develop Project Reports, provide Total IT Solutions, Capacity Building of the officials of govt. departments of UT of J&K, Development/maintenance of Websites of Govt Departments of UT of J&K, provide technical manpower for IT related activities in the Govt Departments of UT of J&K, and any other related IT activity not specifically mentioned in this MoU, under the terms & conditions mutually agreed upon by parties; and

Whereas the parties desire to record the broad terms and conditions, that are jointly accepted and agreed to in this MoU, as stated hereunder:-

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1. Representations and Warranties

Each of the parties severally represents and warrants to the other as on date here to that:

- a) It is permitted by its respective charter and documents bringing it into existence/ incorporating documents to enter into this MoU and is not restrained, prevented, or inhibited by any contract or arrangement to which it is a party from entering into this MoU or undertaking the obligations herein contained.
- b) The signatory to this MoU is duly authorized by the Party for and on whose behalf he/she is signing this MoU to execute the same in a manner binding upon the said Party and all approvals and procedures necessary for vesting such authority in him/her have been duly obtained and complied with.
- c) It has obtained all corporate authorizations and all other applicable Governmental, statutory, regulatory consents, licenses, authorizations, waivers or exemptions required to empower it to enter into this MoU and to perform its obligations under this MoU.

2. Areas of Collaboration

The Parties agree to collaborate in, but not limited to in the following said areas:

- a) Preparation of Project Reports.
- b) Providing Total IT Solutions.
- c) Capacity Building on platforms, including latest technological advances to govt officials of UT of J&K as nominated and identified by JKIT.
- d) Development/Maintenance of Websites of Govt. Departments of UT of J&K.
- e) Providing IT related Technical Manpower to Govt Departments as and when desired by JKIT.
- f) Developing and organizing hackathons for talent hunt leading to start-ups and incubation to project-based internships.
- g) Creating Centre of Expertise and Excellence in partnership towards Design, Development of Projects related to Software Services, Cyber Security and other areas in emerging technologies.
- h) Capacity building towards Cyber Compliances and IT policies.
- i) Third party quality assurance and Technical PMC for different initiatives.
- j) Open Source Capacity Development in UT of U&K.
- k) Development of facilities and sharing of knowledge

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3. Scope of the MoU

- a) To undertake joint research / consultancy projects in the areas of mutual interest as stated above under "Areas of Collaboration".
- b) To provide technical support towards the successful execution of various activities/projects undertaken.
- c) To develop course modules for capacity building of officials as agreed upon by both the parties.
- d) JKIT would provision for internships for NIELIT students in the above areas.

4. Roles and Responsibilities of Parties

I. Roles and Responsibilities of NIELIT include:

- a) Providing technical support to JKIT.
- b) Share information and data as deemed necessary and appropriate by both the Parties for any IT related activities.
- c) Providing the support for achieving the objectives as mentioned in the areas of collaboration.

II. Role and Responsibilities of JKIT include:

- a) Provide single point of contact for each identified research/consultancy project and support to NIELIT for relevant information/data collection related to the project.
- b) Identify the problem areas and proposed areas of Capacity Building of not only employees of IT Department but all Government Departments within UT of J&K.
- c) Provide opportunities for internships for the students of NIELIT.

5. Financial Management

To implement the collaborative activities envisaged in the MOU, representatives of both the Parties may meet as and when needed to decide and conclude specific project agreements and programs of cooperation including the terms for their financing with each other and with other Parties provided that neither Party shall have the power to bind the other Party without the other Party's consent in writing.

The financial arrangements (including the payment of expenses which shall include but not be limited to Honorarium, Travel, living and allied Costs including taxes, if any) relating to each collaborative activity will be in accordance with the specific

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project agreement and programme of cooperation covering each collaborative activity as mutually agreed by both the parties.

6. Formation of Joint Working Group

The Parties, upon signing of this MOU, will constitute a Joint Working Group (JWG) to facilitate the smooth implementation of this MOU. JWG will have members nominated by JKIT and by Executive Director, NIELIT. JWG may meet once every six months for review of the activities undertaken. The parties shall have the right to replace members in JWG at any point of time.

7. Intellectual Property, Inventions, and Innovations

The terms with respect to title, etc and exploitation of intellectual property, inventions and innovations resulting from various activities undertaken (including but not limited to trademarks and service marks, copyright, patents, know-flow, designs and confidential information on the subject of such intellectual property, inventions and innovations) carried out under this MoU, the "Intellectual Property" will be jointly owned by JKIT & JKNIELIT. Nothing in this MoU shall be construed as a license or transfer or an obligation to enter into any further MoU with respect to any intellectual property currently licensed to or belonging to either Party.

All intellectual property held by the Parties entering into this MOU in connection with or disclosed or introduced in regard to this MOU and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of both the Parties.

8. Publication of Articles

JKIT reserve to itself the sole right to publish the information/results of the Projects/activities in whole or in part as they deem appropriate. In order that premature public disclosure of such information/results does not adversely affect the interest of JKIT & the public. JKNIELIT shall, prior to the submission for publication, shall provide JKIT with a copy of each manuscript/article in journal, conference /workshop/symposium papers, newspapers, books, or other magazines etc. including an application for registration of a trademark, service mark or design, or an application for a patent pertaining to the activities carried out under this MoU that is intended for publication. JKIT will revert with comments on the submitted copy within 30 days for onward submission. Articles for journals/conference /workshop/seminar/symposium etc including applications for registration of trademark, service mark or design or an application for a patent carried out under this MoU containing domain information in any form will not be

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published/submitted for publication without consent of member(s) from JKIT as Co-authors. JKIT will be under no binding to seek permission from NIELIT for publishing news, articles in magazines, reports and in other non-academic mediums/channels/platforms.

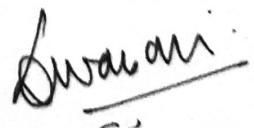
9. Confidentiality

- a) Neither Party shall use the name or logo of the other party for any purpose, whether in relation to any advertisement or other form of publicity, without obtaining the prior written consent of the other party
- b) Notwithstanding the generality of the above, the Parties may notify third parties of the fact that this MOU is in effect.
- c) All information furnished in relation to this MOU by one Party to the other, which is clearly identified as proprietary or confidential at the time of disclosure or confidential by its very nature will be kept confidential by the receiving Party, and will not be disclosed to any third party otherwise than to carry out the provisions of this MOU unless otherwise agreed in writing between the parties.
- d) The provisions of above Clause will not apply to information in the public domain; information in the possession of the receiving Party prior to the disclosure of the information; information which is independently developed by the receiving party; information required to be released by law; and information which is rightful, received by the receiving party from third parties without any breach of confidentiality obligations.
- e) Clause 9.a, 9.b, 9.c and 9.d will survive the expiry or termination of this MOU for one (1) year from the date of expiry or termination of this MOU.

10. Duration of MOU

This MoU shall come into force from the date of its signature and shall remain in force for a period of three (03) years from the date of signing of this MoU. The MoU may be renewed for further periods of time by way of mutual written consent of both the Parties.

This MoU may be terminated by either Party with written notification to the other Party at least three (3) months prior to the effective date of termination or as mutually agreed upon. The termination of this MoU shall not affect the



implementation of the projects or programs established under it, prior to such termination.

11. General

- a. The terms and conditions for publication of the research result in journals/ conferences, and /or patenting or copyrighting the Research Results shall be as mutually agreed upon.
- b. Any addition deletion, and/or alteration to this MoU may be effected with a written consent of both the Parties of this MoU concerning the amendments. A document containing the additions, deletions and/or alterations, and signed by all Parties hereto, shall form an annexure to and be deemed to be a part of this MoU.
- c. The headings of various clauses herein are inserted for convenience of reference and are not deemed to affect the meaning or construction of relative provisions.
- d. This MoU and its Appendices constitute the entire MoU among the Parties and supersede all other representations, understandings, or communication whether written or verbal, with respect to the subject matter hereof.
- e. Assignment – This MoU would be binding upon and would ensure the benefit of the Parties, their successors, and permitted assignees and neither this MoU nor any interest herein nor any rights or obligations hereunder may be assigned or transferred in whole or in part by any Party without the prior written consent of the other Party
- f. Partial invalidation: If any term of the provisions of this MoU to any extent becomes/declared invalid or unenforceable under any circumstances the remaining terms and provisions shall not be affected thereby and shall be valid, effective and enforced to the fullest extent as permitted under the Government rules and the law of this country.
- g. Schedules/Annexures : All schedules/Annexures to this MoU shall constitute an integral part of this MoU.

12. Force Majeure

Neither party shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquakes, strikes not

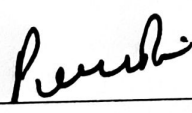
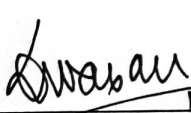
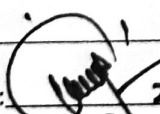
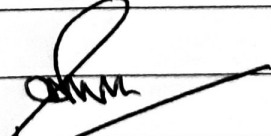
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confined to the premises of the party, lockouts beyond the control of the party claiming force majeure, epidemics, riots, civil commotions, etc. provided on the occurrence or cessation of any such event the party affected thereby shall give notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action.

13. Non-Binding Nature of this MoU

Despite the statements and obligations expressed herein and save for Clauses 9, 10 and 11, this MOU is a non-binding expression of the current intentions of the Parties, and neither Party will incur nor be bound to any legal obligations or expense hereunder to the other Party until and unless definitive agreements have been negotiated, approved by the necessary management levels of each Party and executed and delivered by authorized representatives of the Parties. IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respect; hands and seal on the day, month and year first hereinabove mentioned.

For and on behalf of ITD J&K	For and on behalf of NIELIT J&K
Signature :  Name : Ms. Prerna Puri, IAS Designation : Commissioner Secretary to the Government Information Technology Department Civil Secretariat, Jammu J&K Government Address : Room No 3/24 Mini Block, (3rd Floor), Civil Secretariat, Jammu	Signature :  27/11/2022 Name : Sh. Deepak Wasan Designation : Executive Director National Institute of Electronics & Information Technology NIELIT An Institute under Ministry of J & K Electronics & Information Technology, Govt. of India New Campus, University of Jammu, Jammu Address : New Campus, University of Jammu, Dr. B.R. Ambedkar Road, Jammu
Witness:	Witness:
Signature :  27/11/22 Name : Dr. Rajinder K. Chahal Designation : Addl. Secy. to Govt ITD, J&K.	Signature :  Name : SATISH KUMAR SHARMA Designation : ADDITIONAL SECRETARY, IT GOVT OF J&K.