

**MEMORANDUM OF UNDERSTANDING BETWEEN
National Institute of Electronics and Information
Technology (NIELIT) AND CSC ACADEMY**

THIS AGREEMENT is made on this 22nd Feb, 2023, in New Delhi,
by and between: -

1. **CSC Academy**, a society under the Societies Registration Act 1860(Act21of1860), as having its registered office at 3rd floor Electronics Niketan.6.CGO Complex, Lodhi road, New Delhi through its (hereinafter referred to as CSC which expression shall unless repugnant to the context or meaning thereof be deemed to include its executors, successors in title and permitted assignees)
2. **National Institute of Electronics and Information Technology** (hereinafter referred to as "NIELIT, an autonomous scientific society under the administrative control of Ministry of Electronics and Information Technology (Meity), Government of India having its principal office at NIELIT Bhawan, Plot No. 3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077, India (which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include their successor, employees, representatives, agents and assigns) of the Second Part.

NIELIT and CSC are individually referred to as a "Party" and collectively as the "Parties."

WHEREAS:

3. NIELIT works towards the development of industry oriented quality education and training and be the country's premier Institution for examination and certification in the field of Information, Electronics and Communications Technology (IECT).
4. CSC is a publicly invested learning institution that provides access to professional learning for learners of diverse backgrounds and educational needs through a rigorous, positive, and transformative educational experience driven by the extensive use of Information and Communication Technologies.
5. The Parties have decided to collaborate in the areas of skill development and livelihood, entrepreneurship development, digital and financial inclusion, access to finance, content and certifications and any other services that may be decided from time to time on the below-agreed terms and conditions.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Below are the possible interventions for the partnership:

- 1) Skill Development
 - 2) Virtual Academy
 - 3) Accreditation and Facilitation Centre
 - 4) Faculty Development Program
 - 5) Digital and financial inclusion
 - 6) Entrepreneurship development
 - 7) Content and certifications
 - 8) Provision of support to mutual partners and NGOs
2. **FEE:** If Parties envisage any project having financial implications or requiring payment of fees, then CSC Academy and NIELIT shall sign a separate addendum on a project-to-project basis.
 3. **SCHEDULE:** CSC Academy and NIELIT will sign a separate addendum on a project-to-project basis.
 4. **TERM OF THE AGREEMENT:** The AGREEMENT shall be effective from the date of execution and shall remain in force for two (2) years unless terminated earlier by the AGREEMENT or completion of the obligations mentioned under this agreement.



5. **EXTENSION OF THE AGREEMENT:** The AGREEMENT can be extended consecutively for a further period of one year on mutually agreed terms. These extensions can be terminated earlier by the AGREEMENT or completion of the obligations mentioned under this agreement.

6. **DELIVERABLES & REPORTING:** CSC Academy and NIELIT will sign a separate addendum on a project-to-project basis, and all deliverables and reports about the project shall be elaborated in the addendum.

7. **PROMOTIONS, BRANDING & PUBLISHING:**

7.1 It is agreed and understood that all press releases or other public communications of any sort relating to this Agreement or the transactions contemplated between the Parties, including the method of release of the publication, other than the announcement approved herein, shall be subject to the mutual approval of NIELIT and CSC.

7.2 The Parties shall own their respective creations, trademarks, copyrights and other intellectual property rights. To the extent, this Agreement envisages permitted use of each other's logo, mark or name, the Party to which such logo, mark or name belongs shall be deemed to have licensed such permitted use to the other Party under this Agreement. Notwithstanding, Parties will take the other Party's written consent before using the other Party's name, logo or mark. Before any publication is made, the other Party's written approval shall be obtained.

8. **OBLIGATION OF THE PARTIES:**

8.1 The parties agree to display NIELIT and CSC Academy logos, in relation to a project, on the project site, its resource materials, annual report(s)/newsletters and its website. To this extent, both Parties shall ensure that the intellectual property rights of each other are not used for any unauthorized purpose.

8.2 CSC and NIELIT shall exercise reasonable skill, care and diligence in the AGREEMENT performance.

8.3 CSC and NIELIT shall ensure that all the project obligations are met as per project wise addendum to be executed separately.

9. **TERMINATION:**

9.1 Each Party has the right to terminate this AGREEMENT by giving 1 Month's advance notice to the other Party or on a mutually agreeable basis. This Agreement may be terminated by NIELIT by giving one (1) month's notice in writing to CSC. In such an event, neither party shall be liable to pay the other any further dues.

9.2 Without prejudice to the preceding, steps shall be taken to ensure that the termination of this. The agreement will not compromise or discriminate against any of the activities undertaken.

10. **LIABILITY:**

The aggregate liability for both parties will be limited to the agreement amount (financial arrangement), which will be decided on a case-to-case basis through the execution of the addendum.

11. **OTHER TERMS & CONDITIONS:**

11.1 **AMENDMENT:** The AGREEMENT shall be amended only by written mutual consent of both the Parties to the AGREEMENT.

11.2 **NO RELATIONSHIP:** Nothing in this AGREEMENT shall constitute or be deemed to constitute a partnership between the Parties, nor render the other the agent of the other for any purpose whatsoever. Neither Party shall have the right or authority to assume, create or have the power to bind the other Party to contract or make any liability or obligation, express or implied, against, in the name of, or on behalf of another party.



11.3 FORCE MAJEURE: A Party shall be excused from performing its obligations under this AGREEMENT to the extent its performance is delayed or prevented by a Force Majeure Event provided that the affected Party promptly notifies the other of the occurrence of Force Majeure Event. For this clause, "Force Majeure Event" means circumstances beyond a Party's reasonable control, including but not limited to change in government policy, fire, flood, epidemic, the act of God, war and riot. In case the Force Majeure Event continues for a period exceeding thirty (30) days, either Party shall have the right to terminate this AGREEMENT immediately.

11.4 NOTICE: All notices, reports and receipts shall be in writing and shall be deemed duly given on (i) the date of personal or courier delivery; (ii) the date of transmission by telecopy or another electronic transmission service provided a confirmation copy is also sent no later than the next business day as in (i), or confirmation of receipt is received, or (iii) the date of receipt by any other means of delivery.

The address for service of notice to the respective Parties is as given below: -

NIELIT

NIELIT Bhawan,
Plot No. 3, PSP Pocket, Sector-8,
Dwarka, New Delhi-110077,

CSC ACADEMY

Rishikesh Patankar

Electronics Niketan, 3rd Floor, Ministry of Electronics and Information Technology 6 CGO
Complex Lodhi Road, New Delhi 110003

Either party may change its mailing address by written notice to the other Party by this paragraph. The Parties may also later decide upon sharing each other's email ID for such notices etc.

12. COMPLIANCE®ULATIONS

12.1 The Parties represent and warrant that they currently comply with all applicable domestic or foreign anti-bribery or anti-corruption laws, including those prohibiting the bribery of Government Officials, and will remain in compliance with all applicable laws; that it will not authorize, offer or make payments directly or indirectly to any Government Official; and that no part of the payments received (whether compensation or otherwise) from each other will be used for any purpose that could constitute a violation of any applicable laws.

13. CONFIDENTIALITY

13.1 The Parties shall keep all data or information disclosed by each other in connection with this Agreement confidential, use it only for this Project, protect it from unauthorized use, reproduction, access and damage or destruction and employ the same degree of care as it would employ to protect its confidential information. Under such an eventuality wherein the data must be shared with statutory bodies, each party must inform the other party of such disclosure at least five days before submitting the information to the statutory bodies.

13.2 The Parties shall not, during or after the termination of the AGREEMENT, disclose to any third party any confidential information arising from the AGREEMENT (other than in the proper performance of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction) except with the prior written permission from the other Party.

13.3 For this Clause, "Confidential Information" shall mean information relating to proprietary, technological, economic, financial, legal, administrative business or technical matters of both Parties



14. GOVERNING LAW & JURISDICTION

14.1 This Agreement shall be governed by and construed by the laws of India, without giving effect to its choice of laws and rules and shall be submitted to the exclusive jurisdiction of the courts of New Delhi.

15. DISPUTE RESOLUTION

15.1 The Parties shall resolve any dispute amicably, and if any dispute remains unresolved, it shall be settled by arbitration by a single arbitrator appointed by the Parties. The venue of the arbitrator is to be appointed by the parties. The venue of arbitration shall be in New Delhi. The arbitration shall be conducted under the provision of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force, and the award of such Arbitrator shall be final and binding upon the Parties hereto.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Agreement to be executed on the date first written above:

**FOR AND ON BEHALF OF
NIELIT**

[Handwritten Signature]
22/02/2023
R. P. PANDEY
Registrar, NIELIT
Authorised Signatory



Witness:

[Handwritten Signature]
22/02/2023
SHEETA CHOPRA
Additional Director, NIELIT.

**FOR AND ON BEHALF OF
CSC ACADEMY**

[Handwritten Signature]
Authorised Signatory



Witness:

[Handwritten Signature]
(DR. TRIPTI JAIN)