



## Memorandum of Understanding

**PREAMBLE:** The recent Indian educational policy framework, including the National Education Policy 2020, underlines the need for building skill-based capacity in the Indian youth through leveraging the capacity and capability of different institutions. To harness the same, it is important to enter into formal collaboration and MOUs with reputed institutions and industry for capacity building. There is a need for a strong collaboration between the universities and industries to come up with innovative ideas in research along with investments in R&D. The industry-academia collaboration has enhanced knowledge, innovation and creativity and has played a decisive role in the economic growth of every nation. This agreement aims to bring together the industry, institutions and academia for the development of better and skill oriented all round professionals to contribute to national development.

### **ABOUT NIELIT:**

National Institute of Electronics & Information Technology, herein after referred to as "NIELIT" is an Autonomous Scientific Society under the administrative control of Ministry of Electronics & Information Technology (MeitY), Government of India, set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology (IECT). NIELIT is engaged both in Formal & Non-Formal Education in the area of IECT besides development of industry-oriented quality education and training programmes in the state-of-the-art areas.

*John*  
24/4/2023

*Govind Pandey*  
24.11.23



**ABOUT MMMUT:**

Madan Mohan Malaviya University of Technology, Gorakhpur has been established in year 2013 by Government of Uttar Pradesh in the form of a non-affiliating, teaching and research University after reconstituting the Madan Mohan Malaviya Engineering College, Gorakhpur which was established in 1962. University is offering undergraduate, postgraduate and doctorate program in various disciplines such as Engineering, Pharmacy, Management, Science, and Humanities.

This Memorandum of Understanding (hereinafter called as the 'MOU') is signed on 24 day of April 2023 at Madan Mohan Malaviya University of Technology, Gorakhpur, Uttar Pradesh, India.

By and between:

**The National Institute of Electronics & Information Technology, NIELIT Bhawan, Plot No. 3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077**, hereafter, referred to as "NIELIT" which expression, unless repugnant to the text or context thereof shall include its successors and permitted assigns of the First Party.

**AND**

**Madan Mohan Malviya University of Technology (MMMUT), Deoria Road, Gorakhpur, Uttar Pradesh 273010, The Second Party**, having the campus in Gorakhpur, Uttar Pradesh, India, hereafter, referred to as "MMMUT" which expression, unless repugnant to the text or context thereof shall include its successors, affiliates and permitted assigns, of the Second Party

Madan  
24/4/23

Sanjay Pandey  
24.4.23



And have hereby decided that both parties would adhere to the following responsibility charter of listed below:

**Section-1.0: MOU Signatories:**

The signatories of the MOU will be MMMUT and NIELIT.

**Section-2.0: Objective:**

To develop skilled manpower in the domains of interest such as management, technology, finance, Emerging Technologies etc. through participatory mode such as summer internships, placements, field visits, etc.

**Section-3.0: Engagement and Scope:**

The scope of the Memorandum of Understanding is as under-

- (a) To design and deliver a training and certification programme in the domain for academicians and industry professionals at the national and international level;
- (b) To undertake collaborative research/ consultancy in the relevant domains and new areas of expertise with the involvement of teams from MMMUT and NIELIT. The option of getting such research activities funded by the Govt. and other similar bodies may be explored.
- (c) To mutually plan and conduct lectures/ workshops/ symposia/ conferences/ other similar events in mutually agreeable areas at the national/ international level.
- (d) To have corporate training programs for employees on need basis against a payment to be mutually decided.
- (e) To make offer to students for paid/ unpaid summer internships, placements, field visits, academic projects, and exchange in areas of common interests.

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24/4/2023

*Sanjay Pandey*  
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- (f) To offer NIELIT's Virtual Academy Platform and IT Infrastructure along with Remote Hardware Smart Lab/ Virtual Lab facility to MMMUT on nominal charges basis.
- (g) To mutually consider Faculties of NIELIT & MMMUT for Higher Education, Quality Improvement Program (QIP), Student Exchange Program, High End Training etc.

#### **Section-4.0: Duration of Engagement:**

This MOU will be valid for a period of 3 years from the date of signing. Once the initial period of 3 years is over, the MoU will be extended for a further period of 3 years, with suitable changes (as per applicability) with mutual consent. If for any reason, any one entity of the MOU is desirous not to continue with the engagement, the same can be done by giving advance notice of one month.

#### **Section-5.0: Governing Law and Dispute Resolution**

This MOU shall be governed by and constructed in accordance with the laws of India

- (a) The Parties shall attempt to amicably settle all disputes arising out of this MoU and the obligations hereunder ("Dispute"). Either Party may give written notice of a dispute to the other Party within (10) days of the occurrence of the event which gives rise to such Dispute or the date such event comes to the notice of the applicable Party. Any dispute between MMMUT and NIELIT in connection with this MoU shall be referred to the designated officials of MMMUT and NIELIT for mutual discussions and negotiations. If no settlement can be reached through mutual discussions and negotiations within [15 days] of either MMMUT or, NIELIT, delivering a notice of the dispute to the other Party, then

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*G. S. Handey*  
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such matter shall be finally settled by arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any other statutory amendment or modifications thereof ("Arbitration Ad"). If both the parties cannot agree on a common arbitrator within 30 (Thirty) days of receiving the notice for arbitration by either party from the other party, then either party can approach the Court, by way of filing a petition under section 11 of the Arbitration and Conciliation Act, 1996 and seek appointment of a neutral person to preside over as the Arbitrator. with respect to such arbitration, the following provisions shall apply:

- The arbitration proceedings shall be conducted in English.
- The place of arbitration shall be at Delhi.
- In respect of 'matters a reference to the courts is permitted by the Arbitration Act, the courts at Delhi shall have exclusive jurisdiction.
- The costs of arbitration shall be borne as determined in the arbitration award; and
- The decision of the arbitrator(s) shall be final and binding on the Parties.

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*Handwritten signature*  
24.11.23



**In Witness Whereof**, the Parties have set their hands and seals hereto on the day and date first mentioned.

On behalf of  
National Institute of Electronics &  
Information Technology, NIELIT Bhawan,  
Plot No. 3, PSP Pocket, Sector-8, Dwarka,  
New Delhi – 110 077

*Madan*  
*24/4/23*

(Dr. Madan Mohan Tripathi)  
Director General,  
NIELIT, New Delhi

Witness

1. *Shree*  
*24/04/23*
2. *Singh*  
*24/04/23*

On behalf of  
Madan Mohan Malaviya University of  
Technology,  
Gorakhpur – 273 010 (U. P.)

*Govind Pandey*  
*24.11.23*

(Prof. Govind Pandey)  
Dean, of Planning, Resource Generation &  
Alumni Relations

Witness

1. *Ch*  
*24/04/2023*
2. *F*  
*24/4/2023*