

MEMORANDUM OF UNDERSTANDING

BETWEEN

**NATIONAL INSTITUTE OF ELECTRONICS AND INFORMATION TECHNOLOGY
(NIELIT)**

AND

HCL TECHNOLOGIES LIMITED (HCL)

This Memorandum of Understanding (MOU) is made and entered into on this 25th day of August, 2023 (hereinafter referred to as the "Effective Date") between the National Institute of Electronics and Information Technology (NIELIT), an autonomous scientific society under the Ministry of Electronics and Information Technology, Government of India, having its registered office at NIETLIT Bhawan, PSP Pocket Plot No 3, Sector 8 Dwarka, Dwarka, Delhi-110077] (hereinafter referred to as "NIELIT"/ "Customer"), and HCL Technologies Limited (HCL), a leading technology company in the private sector, having its registered office at 806, Siddharth, 96, Nehru Place, New Delhi-110019 (hereinafter referred to as "HCL"/ "Supplier").

WHEREAS:

1. NIELIT is responsible for the development and implementation of various educational programs, training modules, and competency assessments in the field of electronics and information technology.
2. HCL has developed an assessment platform that can effectively evaluate the competency and proficiency of students for their job roles, ensuring their fitment in the industry.
3. NIELIT desires to collaborate with HCL to utilize their assessment platform to test the competency of NIELIT pass out students for job placement purposes.
4. HCL is willing to offer to NIELIT industry relevant and Job oriented skilling programs in IECT & Emerging Technology.
5. NIELIT & HCL may develop and deliver joint Certification programs in the areas of interest on mutually agreed terms
6. NIELIT and HCL shall collaborate in the field of Internships, curriculum development etc.

NOW, THEREFORE, the parties hereby agree as follows:

1. Purpose of Collaboration:

1.1 NIELIT and HCL shall collaborate to facilitate the competency testing of NIELIT pass out students using HCL's assessment platform.

1.2 The purpose of this collaboration is to ensure the students' competency and proficiency align with industry requirements and enhance their employability prospects.

1.3 NIELIT and HCL shall collaborate for joint curriculum design, assisting each other in curriculum design as per the expertise of each organization, Internship programmes etc.

2. Scope of Collaboration:

2.1 NIELIT shall provide HCL with desired information for conducting the assessments.

2.2 HCL shall conduct the competency tests using its assessment platform and provide the results to NIELIT.

2.3 NIELIT shall utilize the assessment results to facilitate job placements for its pass out students.

2.4 Eligible students of NIELIT can apply for open positions in HCLTech. The job openings shall be available in HCLTech website to uphold transparency and equal opportunities.

2.5 NIELIT & HCL may develop and deliver joint Certification programs in the areas of interest on mutually agreed terms.

2.6 NIELIT & HCL may mutually conduct Faculty Development Programmes and develop resource Center as per the expertise on need basis on mutually agreed terms.

2.7 NIELIT & HCL will develop industry relevant and Job oriented skilling programs in IECT & Emerging Technology domain for students, academicians, and industry professionals at the national and international level

2.8 HCL will validate NIELIT courses – commercial impact of the same to be agreed on mutual basis.

2.9 Students of NIELIT who have gone through WIN Assessment and score 4.5/5 (indicative score), could be given a 2-credit equivalent project by EdTech team of HCL equivalent to an internship. The project will be offered to selected students only at no cost.

3. Confidentiality:

3.1 Both parties including their affiliates shall maintain strict confidentiality regarding any confidential information shared during the course of this collaboration.

3.2 Confidential information includes, student data, assessment methodology, assessment results, and any proprietary information disclosed by either party.

3.3 The obligations contained in clauses 3 do not apply to any confidential information which is:

i. lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential; or

ii. becomes, through no fault of the Recipient, known or available to the public; or

- iii. independently developed by the Recipient without use or reference to such Confidential Information; or
- iv. rightfully disclosed to the Recipient by a third party without restriction.

4. Intellectual Property Rights:

4.1 Each party shall retain ownership of its respective intellectual property rights, including any pre-existing materials used or developed in connection with this collaboration. Rights and ownership of third party IPRs shall be subject to terms made available by the relevant third party.

4.2 NIELIT shall have the right to use the assessment results for the purpose of job placements and other related activities.

5. Term and Termination:

5.1 This MOU shall commence on the Effective Date and remain in force for a period of 3 years unless terminated earlier by mutual agreement or due to a breach by either party.

5.2 Either party may terminate this MOU by providing written notice of 1 month to the other party.

6. Governing Law and Dispute Resolution:

6.1 This MOU shall be governed by and construed in accordance with the laws of India.

6.2 Any dispute or difference arising out of or in connection with this MOU shall be first resolved amicably through mutual discussions and negotiations between the parties.

6.3 If the parties fail to resolve the dispute amicably within, 3 months either party may refer the dispute to arbitration.

6.4 The arbitration proceedings shall be conducted in accordance with Arbitration and conciliation ACT 1996.

6.5 The seat of arbitration shall be Delhi.

6.6 The language of arbitration shall be English.

7. Limitation of Liability: In no event shall either party be liable for indirect, consequential, special, incidental, punitive, exemplary damages or loss of profit, revenue, wasted expense, goodwill or anticipated savings arising from or connected with this MOU. Each party and its affiliates' aggregate, cumulative and collective liability arising under or in connection with this MOU and all related activities shall not exceed the aggregate amount (excluding reimbursements, pass-through expenses,

and amount attributable to purchase of hardware and software on behalf of NIELIT) paid or payable by the NIELIT under this MOU, save in respect of losses or damages which cannot be excluded or limited at law.

8. Amendment and Modification:

8.1 Any amendments or modifications to this MOU shall be made in writing and signed by authorized representatives of both parties.

9. Entire Agreement:

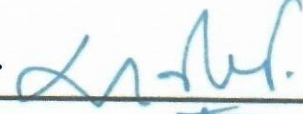
9.1 This MOU constitutes the entire agreement between NIELIT and HCL with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and understandings, whether oral or written.

10. Counterparts:

10.1 This MOU may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Memorandum of Understanding as of the Effective Date.

For National Institute of Electronics and Information Technology (NIELIT):


[Name] Rajneesh Kumar Asthana / REGISTRAR
[Designation] Registrar NIELIT
[Date] 24.08.2023
राजनीश कुमार अस्थाना / RAJNEESH KUMAR ASTHANA
राष्ट्रीय इलेक्ट्रॉनिक्स और सूचना प्रौद्योगिकी संस्थान (रा.इ.सू.प्रौ.सं.)
NIELIT Bhawan, Plot No. 3, PSP Pocket, Indraprastha Area,
Sector-8, Dwarka, New Delhi - 110077

For HCL Technologies Limited (HCL):

DocuSigned by:

Vikrant Dhawan

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[Name] Vikrant Dhawan

[Designation] EAuthorised Signatory

[Date] 24-Aug-23 | 11:17 AM IST