

MEMORANDUM OF UNDERSTANDING

BETWEEN


National Institute of Electronics & Information Technology (NIELIT)

AND

DELHI TECHNOLOGICAL UNIVERSITY(DTU)



(SH. RAJNEESH KUMAR ASTHANA)



(PROF. MADHUSUDAN SINGH)

Memorandum of Understanding

This “**Memorandum Of Understanding**” (Here-in-after referred to as the “**MOU**”) is made and entered into on this the 30th Day of August 2023 (Here – in – after, for the sake of brevity referred to as the “**EFFECTIVE DATE**”), at NSUT, Dwarka, New Delhi.

BY & BETWEEN

The National Institute of Electronics & Information Technology, NIELIT Bhawan, PlotNo. 3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077, hereafter, referred to as “**NIELIT**” {Here – in – after, for the sake of brevity referred to as the “**NIELIT**” which expression unless excluded by or repugnant to the context or meaning hereof, shall be deemed to include its Successor (s), Administrator (s) or Permitted Assignee (s)}, being represented through its Authorized Signatory, Sh. Rajneesh Kumar Asthana, Registrar, NIELIT, of the **FIRST PART**,

AND

Delhi Technological University (DTU) having its Head Office / Registered Office at - Shahbad Daulatpur, Bawana Road, Delhi – 110042. {Here – in – after, for the sake of brevity referred to as the “**DTU**” which expression unless excluded by or repugnant to the context or meaning hereof, shall be deemed to include its Successor (s), Administrator (s) or Permitted Assignee (s)}, being represented through its Authorized Signatory, Prof. Madhusudan Singh, Registrar, Delhi Technological University of the **SECOND PART**

HERE – IN – AFTER, individually referred to as the “**Party**” and collectively referred to as the “**Parties**” or the “**Universities**” or the “**Institutions**”.

WHEREAS, 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


(SH. RAJNEESH KUMAR ASTHANA)

(Page 2 of 12)


(PROF. MADHUSUDAN SINGH)

AND WHEREAS, DELHI TECHNOLOGICAL UNIVERSITY is a non-affiliating, teaching and research university at Delhi to facilitate and promote studies, research, technology incubation, product innovation and extension work in Science, Technology and Management Education and also to achieve excellence in higher technical education and other matters.

THAT, NIELIT and DELHI TECHNOLOGICAL UNIVERSITY have mutually agreed to execute this MOU with the objective of facilitating mutual cooperation, for the promotion of Academic Excellence in both the Institutions. The areas of collaboration have been outlined in this MOU.

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 NIELIT and DTU.

Section-2.0: Objective:

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

Section-3.0: Engagement and Scope:

The scope of the Memorandum of Understanding is as under –

- (a) To design and deliver training and certification programmes 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 NIELIT and DTU.
- (c) To mutually plan and conduct lectures/ workshops/ symposia/ conferences/ other similar events in mutually agreeable areas at the national/international level.
- (d) To mutually conduct Faculty Development Programmes as per the expertise on need basis on mutually agreed terms.
- (e) To jointly conduct Corporate training programmes for Govt. organizations/ PSUs/Industry professionals on mutually agreed terms.

(SH. RAJNEESH KUMAR ASTHANA)

(Page 3 of 12)

(PROF. MADHUSUDAN SINGH)

- (f) To offer to students summer internships, placements, field visits, academic projects, and exchange in areas of common interests.
- (g) To extend the Smart Lab facility developed by NIELIT Calicut to DTU.
- (h) To adopt the NSQF training programs of NIELIT as Credit Courses by DTU for the purpose of NEP Implementation.
- (i) To extend the Cyber Security/Cyber Forensic courses of NIELIT to the Students and Faculty of DTU.
- (j) To extend the Artificial Intelligence(AI) training run by NIELIT through India AI Lab to DTU in the Hub & Spoke Model.
- (k) To offer NIELIT's Virtual Academy Platform along with Virtual Lab facility to DTU as per NIELIT policy.
- (l) To extend the infrastructure and Lab Facility of DTU for conduction of various exams by NIELIT in Online/Offline mode on Payment basis.
- (m) To mutually consider Faculties of NIELIT and DTU for Higher Education, Quality Improvement Program (QIP), Student Exchange Program, High End Training etc.

Section-4.0: Intellectual Property:

All Intellectual Property, including, but not limited to, copyrights, software and database rights, patents, trade secrets, trademarks, rights in designs and all other Intellectual Property or other proprietary rights ("Intellectual Property") owned by one Party prior to the date of this MOU will continue to be owned by that party. All Intellectual Property rights made available by one Party to the other Party in connection with this MOU, or otherwise, will remain the sole property of, and vest in, the first Party or its licensors. Neither Party will gain, by virtue of this MOU, any rights in or to any Intellectual Property rights owned by the other Party. Any Intellectual Property rights created by any Party without use of or reference to the Intellectual Property rights or Confidential Information of the other Party will be and will remain the sole and exclusive property of the that individual Party. However, any IPR developed jointly by both parties will be held jointly.


(SH. RAJNEESH KUMAR ASTHANA)

(Page 4 of 12)


(PROF. MADHUSUDAN SINGH)

Section-5.0: Duration of Engagement:

- (i). This MOU shall come into force upon affixing signatures of the representatives of the two Universities / Institutions and shall remain effective for three (3) years with effect from the date of its signing i. e., from 30th Aug. 2023 to 29th Aug. 2026.
- (ii). If either partner institution wishes to continue with the collaboration beyond three (3) years, a fresh proposal shall be submitted for mutual consent; and either of the institutions may notify the other for doing so not less than six (6) months prior to the expiry of the MOU.
- (iii). In the event of violation of any of the provisions specified in various clauses of this MOU that leads to a conflict and which may affect the objectives of this MOU at any time during the MOU period, either party may terminate this MOU by giving an advance notice in writing of Thirty (30) days, delivered by Registered Post to the Registered Office of the other Party. Nevertheless, neither Party shall be liable for performance delays or for non-performance due to force majeure or causes beyond its reasonable control.
- (iv). Unless otherwise agreed upon by the Parties, the termination of this MOU shall not affect the implementation of the on-going activities and / or programmes, which have been agreed upon before the date of the termination of the MOU.

Section-6.0: CONFIDENTIALITY:

- (i). Confidential information includes all communication of information disclosed in documentary or tangible form between the Parties, including oral, written and machine-readable form, pertaining to the above which is indicated as confidential. In the case of such information disclosed orally or visually, the Disclosing Party shall confirm in writing the fact and general nature of each disclosure within (30) days after it is made.
- (ii). Confidential information includes information:
 - (a). Disclosed by, or on behalf of, the Disclosing Party to the Receiving Party,
 - (b). Otherwise learned or ascertained by the Receiving party from inspection and / or evaluation of sample (s) identified by the Disclosing


(SH. RAJNEESH KUMAR ASTHANA)

(Page 5 of 12)


(PROF. MADHUSUDAN SINGH)

party as confidential and provided to the Receiving party by or on behalf of the Disclosing Party {Sample (s)} and / or,

- (c). Otherwise learned or ascertained by the Receiving Party from the Disclosing Party.
- (iii). The Receiving Party will not disclose confidential information of the Disclosing Party to any other person and use at least the same degree of care to maintain the Information confidential as receiving party uses in maintaining as confidential its own confidential Information, but always at least a reasonable degree of care; due diligence will be taken by both the parties in maintenance of confidential information.
- (iv). The Receiving Party will use the confidential information only for the above-mentioned purpose.
- (v). The Receiving Party will restrict disclosure of the confidential information of the Disclosing Party solely to those employees, subsidiaries, parent and affiliated companies of Receiving Party having a need to know such Information in order to accomplish the purpose stated above.
- (vi). This MOU imposes no obligation on Receiving Party with respect to any portion of the confidential information received from Disclosing Party which:
- (a). Was known to Receiving Party prior to disclosure by Disclosing Party,
 - (b). Is lawfully obtained by Receiving Party from a third party under no obligation of confidentiality,
 - (c). Is, or becomes, generally known or publicly available other than by unauthorized disclosure, is independently developed by Receiving Party,
 - (d). Is disclosed by disclosing Party to a third party without a duty of confidentiality on the third party.
 - (e). Is required by law or decree.
- (vii). The confidential information shall remain the sole property of the Disclosing Party.



(SH. RAJNEESH KUMAR ASTHANA)

(Page 6 of 12)



(PROF. MADHUSUDAN SINGH)

- (ix). The obligation of non-disclosure of confidential information shall survive for 3 years after expiry / termination of this MOU.

Section-7.0: INTERPRETATION:

This MOU has been executed in the English and the English language that be the controlling language for interpretation thereof. No other translation, if any, of this MOU into other languages shall be of any force or effect in the interpretation of this MOU or in determination of the intent of either of the Parties hereto.

Section-8.0: NO PARTNERSHIP:

- (i). Nothing in this MOU shall be deemed to neither constitute or create an Association, Trust, Partnership or a Joint Venture between the parties nor constitute any Party the agent of any other Party for any purpose. Neither this MOU, nor any activities described herein, shall be construed as creating a Partnership, Joint Venture, Franchise, Agency or other such relationship. Neither Party is authorized, in any manner, to make any commitment on behalf of or to bind the other Party;
- (ii). The Parties shall ensure compliance with all statutory provisions applicable to and governing the employment of its employees and representatives, deployed and would ensure compliance to provisions of statutes, as amended and applicable from time to time for such employees and representatives. Under no circumstances shall employees, agents and representatives of either party, represent as or be construed as employees / agents of the other party to this MOU. Neither party shall enter into any independent arrangements with the other party's employees;

Section-9.0: FORCE MAJEURE:

- (i). Neither Party will be liable for the delay or failure in performing obligations if the failure results from circumstances beyond its reasonable control (Such circumstances here – in – after referred to as “**Force Majeure**”), including but not limited to Acts of God, War / Hostilities, Riot or Civil Commotion, Fire, Flood or Earthquake, Tempest, Lightening or other Natural Physical Disaster; Restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the MOU, then the Party so affected shall promptly notify the other Party in writing specifying the nature of the Force


(SH. RAJNEESH KUMAR ASTHANA)

(Page 7 of 12)


(PROF. MADHUSUDAN SINGH)

Majeure and of the anticipated delay in the performance of the MOU. From the date of the notification, regarding Force Majeure the MOU may be closed with the mutual consent of the Parties on "As is where is basis" or suspend the performance of the MOU for a period not exceeding 2 months;

- (ii). If at the expiry of the period of suspension, the reasons for suspension still remain / stand valid, NIELIT and DELHI TECHNOLOGICAL UNIVERSITY shall treat this MOU as terminated.
- (iii). On resumption of good relations / normal conditions, the Parties to this MOU shall consult each other and evolve a new MOU for NIELIT and DELHI TECHNOLOGICAL UNIVERSITY for future relations between them.

Section-10.0: REVISION, MODIFICATION AND AMENDMENT OF THE MOU:

- (i). The obligations of the parties have been outlined in this MOU. However, during the operation of the MOU, circumstances may arise which may call for alterations or modifications of this MOU. These modifications / alterations will be mutually discussed and endorsed in the form of an "**Appendix of Addendum to the MOU**". These modifications / alterations will be mutually discussed and agreed upon in writing and shall be effective only if executed by the respective duly authorized signatories of each of the Parties hereto.
- (ii). Either Party may request in writing a revision, modification or amendment of all or any part of this MOU. Any revision, modification or amendment agreed to by the parties shall be reflected in writing and shall form part of this MOU. Such revision, modification or amendment shall come into force on such date as may be determined by parties.

Section-11.0: 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


(SH. RAJNEESH KUMAR ASTHANA)

(Page 8 of 12)


(PROF. MADHUSUDAN SINGH)

which gives rise to such Dispute or the date such event comes to the notice of the applicable Party. Any dispute between NIELIT and DTU in connection with this MoU shall be referred to the designated officials of NIELIT and DTU for mutual discussions and negotiations. If no settlement can be reached through mutual discussions and negotiations within [15 days] of either DTU or, NIELIT, delivering a notice of the dispute to the other Party, then such matter shall be finally settled by arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any other statutory amendments or modifications thereof ("Arbitration Act"). 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 where 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.

Section-12.0: INDEMNITY CLAUSE:

- (i). NIELIT and DELHI TECHNOLOGICAL UNIVERSITY both have agreed to bear the responsibility for any third party claims, demands, proceedings, prosecutions, or actions against each other, arising out of and as a result of any callous, negligent, deficient action or omission by any employee of NIELIT or DELHI TECHNOLOGICAL UNIVERSITY, and has undertaken to keep each other (i. e., NIELIT or DELHI TECHNOLOGICAL UNIVERSITY) indemnified against all losses and damages suffered including expenses incurred by them while defending the claim (Inclusive of Legal Expenses) in City, or any other Court as a result of any such claim, demands, proceedings, prosecutions or actions. The Parties have agreed that this provision shall survive termination of the MOU.

- (ii). NIELIT and DELHI TECHNOLOGICAL UNIVERSITY shall indemnify, protect


(SH. RAJNEESH KUMAR ASTHANA)

(Page 9 of 12)


(PROF. MADHUSUDAN SINGH)

and save each other against all claims, losses, costs, damages, expenses, legal suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights, etc. or other statutory infringement;

Section-13.0: SEVERABILITY:

Any law restraining the validity and enforceability of any provision of this MOU shall not affect the validity or enforceability of the remaining provisions hereof and this MOU shall be deemed as not containing the invalid provisions. The remaining provisions of this MOU shall remain in full force and effect, unless the invalid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining MOU. In such a case, the Parties to this MOU shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.

Section-14.0: PUBLICITY:

Any publicity by one Party, in which the name of other Party is to be used shall be done only with the explicit written permission of the other party and after the contents of the same are vetted / approved by the other party. If either party, to do so, it shall be considered a breach of the MOU.

Section-15.0: MATTERS NOT PROVIDED HERE – IN:

If any doubt arises as to the interpretation of the provisions of this MOU or as to matters not provided there in the parties to this MOU shall consult with each other for each instance and resolve such doubts in good faith;

Section-16.0: GOVERNING LAW(S) AND JURISDICTION:

The MOU shall be governed and interpreted by, and constructed in accordance with the substantive laws of India. All disputes differences, claims and demands arising under or pursuant to or touching upon this MOU shall be subject to the jurisdiction of Courts of Delhi / New Delhi.


(SH. RAJNEESH KUMAR ASTHANA)

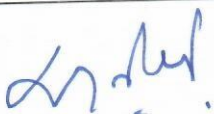

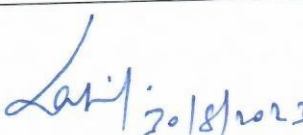

(Page 10 of 12)


(PROF. MADHUSUDAN SINGH)

Section-17.0:

This MOU, written in English, is signed in two copies.


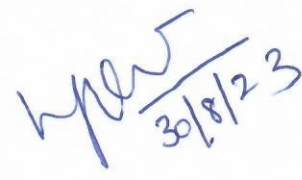
IN WITNESS WHEREOF, the parties hereto have caused this MOU to be made in English and executed by their respective duly authorized signatories on this the day and year first above written.

FOR & ON BEHALF OF: NIELIT		FOR & ON BEHALF OF: DELHI TECHNOLOGICAL UNIVERSITY	
Signature With Official Seal & Stamp (If any)		Signature With Official Seal & Stamp (If any)	
Name	SH. RAJNEESH KUMAR ASTHANA	Name	PROF. MADHUSUDAN SINGH
Designation	Registrar	Designation	Registrar
WITNESSES No. 1		WITNESSES No. 1	
Signature With Official Seal & Stamp (If any)		Signature With Official Seal & Stamp (If any)	
Name	Lalit Kumar Dabhi	Name	Dr. Kunwar Singh
Designation	Deputy Director	Designation	Asst. Professor
Name & Nos. of Identity Proof		Name & Nos. of Identity Proof	

(SH. RAJNEESH KUMAR ASTHANA)

(Page 11 of 12)

(PROF. MADHUSUDAN SINGH)

WITNESSES No. 2		WITNESSES No. 2	
Signature With Official Seal & Stamp (If any)		Signature With Official Seal & Stamp (If any)	
Name	Dr. S.K. DHURANDHAR	Name	Dr. Jyoti Yadav
Designation	EXECUTIVE DIRECTOR	Designation	Assistant Prof.
Name & Nos. of Identity Proof		Name & Nos. of Identity Proof	

(SH. RAJNEESH KUMAR ASTHANA)

(Page 12 of 12)

(PROF. MADHUSUDAN SINGH)