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Account Reference : SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH
Unique Doc. Reference : SUBIN-DLDEL-SELF06696616164206V
Purchased by : NIELIT HQ
Description of Document : Article 5 General Agreement
Property Description : MEMORANDUM OF UNDERSTANDING(MOU) BETWEEN NIELIT AND IETE
Consideration Price (Rs.) : 100
 (One Hundred only)
First Party : NIELIT
Second Party : IETE
Stamp Duty Paid By : NIELIT
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

₹100



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Memorandum of Understanding

This Memorandum of Understanding (MoU) is made on 22nd September 2023, at NIELIT HQ, New Delhi, between:

National Institute of Electronics & Information Technology (NIELIT), an Autonomous Scientific Society under the administrative control of Ministry of Electronics & Information Technology (MeitY), having its registered office at Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi-110003, and referred to as "NIELIT", which expression shall include its successors and permitted assigns.

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holding.
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AND

Institution of Electronics and Telecommunication Engineers (IETE), India's leading recognized professional society devoted to the advancement of Science and Technology of Electronics, Telecommunication & IT and have its registered office at 2, Institutional Area, Lodi Road, New Delhi 110 003, and referred to as "IETE", which expression shall include its successors and permitted assigns.

IETE and NIELIT will collectively be known as parties and individually as party.

WHEREAS IETE, is an Institution that provides leadership in Scientific and Technical areas of direct importance to the national development and economy. Government of India has recognized IETE as a Scientific and Industrial Research Organization (SIRO) and also notified it as an educational Institution of national eminence;

AND WHEREAS IETE is also executing Capacity Buildings and Skill Development projects, under Skill Development Programmes in various States of India;

AND WHEREAS NIELIT is having the expertise and mandate to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technologies (IECT) and allied verticals.

AND WHEREAS NIELIT also provide accreditation to Institutes for conducting O, A, B and C level IT Courses based on the prescribed norms;

AND WHEREAS NIELIT also grants permission to Institutes to act as Facilitation Centres to conduct Digital Literacy Courses bases on the prescribed norms;

AND WHEREAS NIELIT also conducts Examination, Evaluation and Certification of various types of Courses;

AND WHEREAS NIELIT is a Key Implementing Agency in the execution of the two schemes of Government of India for skill development in ESDM (Electronics System Designs & Manufacturing) which are being implemented in all the States and UTS of the country.

NOW, THEREFORE, IETE and NIELIT agree to join hands for imparting training in Skill Development and Capacity Building. Both the parties also agree for joint execution and implementation of future Skill Development / Capacity Building Projects.

It is agreed between the parties as under:

1. NIELIT/ IETE shall carry out the need assessment for the various training requirements in areas of interest especially emerging trends of future skills like 5G, AI, AR-VR, Chip & System Design, IoT, RPA, Cyber Security, Blockchain etc. on case to case basis.
2. Need assessment information shall be shared between two parties.
3. IETE / NIELIT shall give presentations to various funding agencies for allocation of funds for projects and training.
4. IETE / NIELIT shall develop projects proposals for implementation of such projects in various states of the country.
5. IETE will get the Accreditation/Facilitation Status for their Training Centers for various IT and ESDM courses from NIELIT based on the prescribed norms.
6. IETE will get the Industry meet cum placement fair organized for candidates of NIELIT and IETE four time a year as per mutually agreed terms.



7. IETE and NIELIT may utilize the resources of each other (e.g. venue on lease/rent, instructors on payment/honorarium etc.) as per mutually agreed terms on case to case basis.
8. IETE and NIELIT may engage in research activities (Projects/Forums) by utilizing the resources of each other as per mutually agreed terms on case to case basis.
9. NIELIT may conduct training of IETE's sponsored courses in IECT sector on mutually agreed terms and condition on case to case basis.
10. NIELIT will carry out Third Party Assessment for courses designed and developed by IETE on payment basis whereas NIELIT will carry out certification for those courses which are designed either by NIELIT or jointly by NIELIT & IETE.
11. All technical, commercial and financial terms for the Project will be on case to case basis for each other.
12. After mutual consultation, a joint team consisting of representatives of parties will be formed for various activities like technical discussions, manpower resource allocation and their period of involvement and preparation of proposals.
13. Both the parties will explore and work for the development of optional Business model for training that helps IECT sector from time to time. IETE and NIELIT will work out revenue sharing model on case to case basis.
14. On award of the work, mutually agreed roles and responsibility shall be decided between the parties.
15. Rights regarding publications, patents, royalty, etc. under the scope of this MOU, shall be decided by the two parties by mutual consent
16. Nothing in this MOU shall be deemed to constitute, create or give effect or recognize a Joint Venture, partnership or business entity of any kind.
17. This MOU shall be construed and governed by the laws of India and the parties hereby submit to the exclusive jurisdiction of the Delhi Courts of Law.
18. Any matter, which is not stipulated in the MOU, shall be settled in good faith by discussion among the parties in the spirit of understating and cooperation.

Validity:

The term of this MOU shall be initially valid for 3(three) year extendable yearly from the date of signing of this MOU. All obligations hereunder shall apply during the term of this MOU and to such obligations and commitments in relation to the projects, as may have been undertaken by the Parties.

Indemnity:

The parties agree to indemnity and keep each other protected and harmless against any claim or action made by any third party and/ or any loss and damage caused to either party as a result of failure on the part of the other party to discharge an obligation arising out of or in relation to this MOU.

Force Majeure:

The parties are not liable for any failure in performance of their obligation if such failure is as a result of Force Majeure only if such Force Majeure is accepted by the client and due concession for the same is granted by the client.



Confidentiality:

IETE and NIELIT agree to keep confidential all information shared with each other and will disclose the same to a third party only after taking prior written consent of the other. This clause excludes information available in Public domain. The confidentiality provisions of this MOU shall remain in full force and effect during the term of this MOU and 12 months thereafter.

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 IETE and NIELIT in connection with this MoU shall be referred to the designated officials of IETE and NIELIT for mutual discussions and negotiations. If no settlement can be reached through mutual discussions and negotiations within [15 days] of either IETE 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.
- (b) The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Govt of India. Upon such reference, the dispute shall be decided by the Law Secretary, whose decision shall be binding on the parties finally and conclusively.

Termination Clause:

This MOU will be terminated in the event of

- (a) Bankruptcy proceedings being initiated against any of the Party.
- (b) Mutual agreement between the "Parties".
- (c) Non-performance on the part of the either.



Notice and other communications:

Notices and other communications under this MOU shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in the MOU. By signing this MOU, THE "Parties" acknowledge that it correctly records the understanding they have reached with regard to the project.

IN WITNESS HEREOF, each party hereto has caused this MOU to be executed in duplicate to be effective as on the Date herein above mentioned and signed now by its duly authorized representative.



(For: IETE) Signature:

Name: Prof. Dr. V. Gunasekhar Reddy
Designation: President
Address: 2, Institutional Area
Lodhi Road, New Delhi- 110003



(For: NIELIT) Signature:

Name: Prof. Madan Mohan Tripathi
Designation: Director General
Address: NIELIT Bhawan, Plot No.
3, PSP Pocket, Sector-8, Dwarka,
New Delhi-110077

Witness:

Signature:

Name: *Gp Capt Sompal Singh*
Designation: *Secretary General*
Address: 2, Institutional
Lodhi Road, New Delhi- 110003

Witness:

Signature:

Name: *SUBHANSHU TIWARI*
Designation: *EXECUTIVE DIRECTOR*
Address: NIELIT Bhawan, Plot No.
3, PSP Pocket, Sector-8, Dwarka,
New Delhi-110077