

## MEMORANDUM OF UNDERSTANDING

Between

**National Institute of Electronics & Information Technology (NIELIT)**

And

**The Directorate General Resettlement (DGR)**

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and executed on 10th Sep, 2024 ("Effective Date") at New Delhi.

### BY AND BETWEEN

**The National Institute of Electronics & Information Technology** an Autonomous Scientific Society under the administrative control of Ministry of Electronics & Information Technology (MeitY), Government of India, represented by Dr. Madan Mohan Tripathi, Director General, NIELIT, having its office at NIELIT Bhawan, Plot No.3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077, **hereinafter called "NIELIT"**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators and assigns of the **first party**.

### AND

**The Directorate General Resettlement, Rama Krishna Puram, New Delhi** is an inter service organization functioning directly under Department of Ex-serviceman Welfare, Ministry of Defense represented by Maj. Gen. S. B. K. Singh, Director General, DGR having its office at **The Directorate General Resettlement, West Block-IV, Rama Krishna Puram, New Delhi-110066, hereinafter called "DGR"**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators and assigns of the **second party**.

**WHEREAS**, NIELIT is set up to carry out Human Resource Development and related activities in the field 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 programs in the state-of-the-art technologies.



**WHEREAS**, the Directorate General Resettlement (DGR) is a Tri Service organization functioning directly under the Department of Ex-Servicemen Welfare (Ministry of Defense). DGR assists retiring/retired armed forces personnel to train and acquire additional skills with a strong emphasis on evolving requirement of corporate and industry and facilitate their resettlement through a second career.

**AND, WHEREAS**, both the parties have held discussions and have agreed for collaboration with the purpose of synergizing their mutual strengths in public interest and to deliver a larger good for the society.

**NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES MADE AND THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:**

#### 1. SCOPE OF COLLABORATION

- a) NIELIT shall provide training to the Ex-Servicemen of DGR in the emerging technologies like IoT, AI, Cyber Security etc. in order to bridge the skill gap and enable them to enhance their employability in the Electronics, IT and related sectors.
- b) NIELIT will contribute in the capacity building of retiring/retired armed personnel on NSQF (National Skills Qualification Framework) aligned courses offered by NIELIT.
- c) NIELIT shall offer various certification courses that are recognized nationally, to the DGR sponsored ESM. Participants can benefit from these certifications to validate their skills and improve their chances of securing good jobs.
- d) NIELIT shall offer its Virtual Academy Platform along with Virtual Lab facility to DGR participants as per NIELIT policy.
- e) NIELIT shall extend the Smart Lab facility developed by NIELIT Calicut to DGR.
- f) NIELIT and DGR shall make joint efforts to conduct awareness campaigns among ex-servicemen about the opportunities available to them through NIELIT courses.
- g) NIELIT shall collaborate with DGR to facilitate the placement of ESM through its PAN India Annual Job Fairs.





## 2. Roles and Responsibilities

The proposed roles and responsibilities of the parties in connection with this proposed engagement are described below:

### Roles and Responsibilities of DGR:

- DGR will nominate a coordinator as nodal contact to represent the respective organization and promote interface so as to plan, implement, monitor and review the progress on collaboration.

### Roles and Responsibilities of NIELIT:

- NIELIT will nominate a coordinator as nodal contact to represent the respective organization and promote interface so as to plan, implement, monitor and review the progress on collaboration.
- NIELIT will provide training in NSQF aligned courses and Certification courses to retiring/retired armed forces personnel.

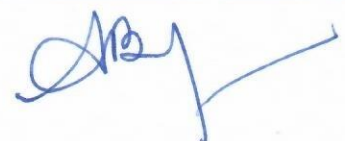
### Joint Responsibilities of DGR and NIELIT:

- To ensure that all the collaboration activities pursuant to this understanding shall be conducted in accordance with the laws and regulations governing/in-force with DGR and NIELIT.
- To ensure that commercial aspects, if any, related to any of the activities will be mutually worked out, and put to write as a separate agreement before the commencement of the program.

3. **IMPLEMENTATION PROCESS:** NIELIT and DGR will identify their respective nodal officers to define framework, including feedback process and coordinate this initiative. Both the parties may also form a sub-committee to deliberate upon the implementation methodology and to guide and monitor the progress of implementation of the MoU.

4. **FEE:** If Parties envisage any project requiring payment of fees then both the Parties will sign a separate addendum on project-to-project basis.

5. **TERMS OF THE MoU:** The MoU shall be effective from the date of execution and shall remain in-force for a period of FIVE (5) years unless terminated earlier in





accordance with the MoU or completion of the obligations mentioned under this MoU.

6. **DELIVERABLES & REPORTING:** All deliverables and reports pertaining to the project shall be elaborated in the proposal to be shared, whenever required.
7. **OBLIGATION OF THE PARTIES:** The parties agree to display NIELIT and DGR logos, in relation to a project on 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 breached.

Parties shall exercise reasonable skill, care and diligence in the performance of the MoU. NIELIT and DGR shall ensure that all the project obligations are met as per project wise addendum, which is to be executed separately.

8. **TERMINATION:** Each Party has the right to terminate this MoU by giving 90 days advance notice to the other Party or on a mutually agreeable basis.  
Without prejudice to the foregoing, steps shall be taken to ensure that the termination of this MoU will not compromise or discriminate against any of the activities undertaken.

#### 9. OTHER TERMS & CONDITIONS:

**Amendment:** The MoU shall be amended only by written mutual consent of both the parties of the MoU.

**Force Majeure:** A party shall be excused from performing its obligations under this MoU 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 the purposes of this clause, "Force Majeure Event" means circumstances beyond reasonable control of a Party, including but not limited to, change in government policy, fire, flood, epidemic, 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 MoU with immediate effect.

**Notices:** 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 other 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 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, NewDelhi-110077

**DGR**

The Directorate General Resettlement,

West Block-IV, Rama Krishna Puram, New Delhi-110066

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

## 10. CONFIDENTIALITY

The Parties shall keep all data or information disclosed by each other in connection with this MoU, confidential, use it only for the purpose of 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 own confidential information. Under such an eventuality wherein the information is required to be shared with statutory bodies, each of the party must intimate the other party of such disclosure at least Five (5) days before submitting the information to the statutory bodies.

The Parties shall not during or after the termination of the MoU disclose to any third party any confidential information arising from the MoU (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.

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





**11. Governing Law and Dispute Resolution:**

This MoU shall be governed by and constructed in accordance with the laws of India, in the following manner:

- 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 NIELIT and DGR in connection with this MoU shall be referred to the designated officials of NIELIT and DGR for mutual discussions and negotiations.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this mutually binding Memorandum of Understanding as on the date first written above.

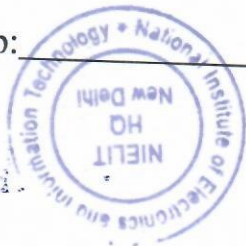
**For NIELIT, Delhi**

*Handwritten signature*

Name: An M M Tripathi

Designation: Director General

Stamp: \_\_\_\_\_



**For DGR, Delhi**

*Handwritten signature*

Name: SBK Singh

Maj Gen

Designation: DGR

Stamp: \_\_\_\_\_



**Witness:**

- 1. Anand Tripathi  
Director (Scheme/Skilling)  
CCOE

**Witness:**

- 1. Name  
(Nareet Dahiya)  
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