

MEMORANDUM OF UNDERSTANDING

Between

National Institute of Electronics & Information Technology (NIELIT)

And

QET Council of India (QETCI)

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and executed on 22nd day of October, 2024 at New Delhi, India.

BY AND BETWEEN

The National Institute of Electronics & Information Technology, an Autonomous Scientific Society under the administrative control of the **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

QET Council of India (Also referred to as Quantum Ecosystems and Technology Council of India), a not-for-profit Company, registered under the provisions of the Companies Act, 2013, having its registered office at QET Council of India, Block C4, Vindhya Building, IIIT Hyderabad, Gachibowli, Telangana 500033], represented by Reena Dayal, Founder and CEO, hereinafter called **"QETCI"**, which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives, administrators and assigns of the second party.

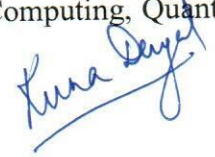
WHEREAS, NIELIT is set up to carry out Human Resource Development and related activities in the field of Information, Electronics & Communications Technology (IECT). NIELIT is engaged both in Formal & Non-Formal Education in the area of IECT besides the development of industry-oriented quality education and training programs in the state-of-the-art technologies.

WHEREAS, QETCI is chartered with the mission of Enabling and Accelerating the Quantum Science and Technology Ecosystem in India

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

Purpose

To jointly develop technologically driven solutions for capacity building and impart skills to various stakeholders with particular emphasis on topics associated with and interfacing with Quantum Sciences and Technologies. This includes although not limited to Quantum Computing, Quantum



Communications, Quantum Sensing, Quantum Materials and Devices, Quantum Security, Quantum Solutions for different sectors, Hybrid Quantum Classical Solutions etc.

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

- 1.1 Joint Skilling Programs:** Develop and implement training programs focused on Quantum Science and Technology
- 1.2 Infrastructure Sharing:** Utilize NIELIT's facilities, such as conference halls and board rooms, for conducting workshops, seminars, and training sessions in collaboration with NIELIT.
- 1.3 Capacity Building:** Organize joint conferences, workshops, and seminars to foster dialogue and knowledge exchange between academia, industry, and government sectors on Quantum Science and Technologies
- 1.4 Curriculum Development:** Recommend and Co-develop model curricula for appropriate courses associated with Quantum Science and Technology at the Undergraduate and Post Graduate levels.
- 1.5 Consultancy and Advisory Services:** Provide expert consultancy and advisory services to governmental and non-governmental organizations related to Quantum Science and Technologies
- 1.6 Public Awareness Initiatives:** Engage in activities aimed at raising awareness about Quantum Science and Technologies and associated uses among the general public and specialized audiences.
- 1.7 Inspiring Next Generation of Quantum Scientists and Professionals:** Engage in activities aimed at raising awareness about Quantum Science and Technologies amongst the high school (class 10 to 12) students, so that students can consider Quantum as a career option.
- 1.8 Quantum Awareness amongst Important Stakeholders:** Work jointly towards driving awareness of Quantum and Quantum-related applications and associated strategic impact – amongst Government departments, Defence, Security groups, etc.
- 1.9 Certification Courses:** Develop certification programs in Quantum technologies for professionals and researchers, enhancing their skills and knowledge.
- 1.10 R&D Collaboration:** Initiate and engage in joint R&D Innovation Labs to drive advancements in Quantum technologies.
- 1.11 Scholarships and Fellowships:** Create joint scholarship and fellowship programs to support students and researchers pursuing advanced studies and projects in Quantum Science and Technologies.

2. ROLES AND RESPONSIBILITIES

Roles and Responsibilities of NIELIT:

- 2.1 Provide access to NIELIT's facilities and resources for joint training and educational activities.

S.K. Shrivastava

Suraj Singh

- 2.2 Support and Enable formalization of educational programs within NIELIT University.
- 2.3 Connect with and harness the support of NIELIT partners and other agencies which will enable meeting the joint objectives of this MoU
- 2.4 Collaborate with NIELIT on developing specialized curricula and training materials for defence personnel.
- 2.5 Promote joint initiatives through NIELIT's networks and platforms to maximize impact and outreach.
- 2.6 Provide jury support and expertise for hackathons and other events organized by QETCI, contributing to their success and impact.
- 2.7 Organize specialized training sessions for teachers/ trainers on Quantum technology, including the development of classroom tools and certification. NIELIT will provide training and certification annually, with support from QETCI.
- 2.8 Grant permission for the use of NIELIT's logo in outreach campaigns, emails, and print materials related to joint events and workshops, enhancing visibility and brand recognition.
- 2.9 Support the establishment and enhancement of the joint R&D Innovation Lab, including provision of facilities and resources for research and development activities.
- 2.10 Explore and initiate discussions to establish a recognition platform for researchers in Quantum Science and Technology, aimed at highlighting and rewarding outstanding contributions.

Roles and Responsibilities of QETCI:

- 2.11 Design and deliver training and awareness programs in Quantum Science and Technologies
- 2.12 Provide technical expertise and resources for various Quantum Science and Technologies related programs
- 2.13 Collaborate with NIELIT to organize events, workshops, and seminars aimed at capacity building and knowledge sharing.
- 2.14 Develop educational content and materials in partnership with NIELIT
- 2.15 Utilize NIELIT's networks to promote joint initiatives and foster partnerships with industry and academia.
- 2.16 Provide continuous support and resources to ensure the successful implementation of agreed-upon initiatives.
- 2.17 Promote joint initiatives through QETCI's networks and platforms to maximize impact and outreach.
- 2.18 Connect with and harness the support of QETCI members and partners which will enable meeting the joint objectives of this MoU

S. V. Dhruvender

Keena Dayal

2.19 Offer technical expertise and resources for quantum science initiatives to NIELIT, including advanced tools and research insights, to support high-impact projects.

2.20 Provide technical expertise and advanced resources to support the setup and enhancement of the joint R&D Innovation Lab, fostering cutting-edge research and innovation.

2.21 Lead efforts to establish a recognition platform for Quantum researchers, including designing criteria and processes for acknowledging significant achievements in the field.

3. IMPLEMENTATION PROCESS

NIELIT and QETCI will identify their respective Point of contact persons to define the framework, including the feedback process, and coordinate this initiative. Both parties may also form a sub-committee to deliberate upon the implementation methodology and to guide and monitor the progress of the implementation of the MoU.

4. FEE

If Parties envisage any project requiring payment of fees then both Parties will sign a separate addendum on a project-to-project basis. A steering committee comprising key functionaries from both sides will be formed to discuss the modalities, including financial management of the programme.

5. ASSIGNMENT

Neither of the Parties shall assign any of their duties under this MoU to any other person or institution without prior approval of other party.

6. NON-EXCLUSIVE DISCUSSIONS

The Parties acknowledge and agree that the Areas of Collaboration under this MoU are being undertaken on a non-exclusive basis and either Party shall be free to enter or consummate transactions similar to the Areas of Collaboration with other parties in India or elsewhere.

7. 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.

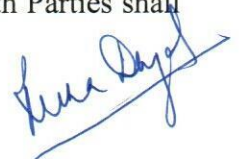
8. DELIVERABLES & REPORTING

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 QETCI logos, in relation to a project on the 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.


S.K. Shrivastava


Anurag

Parties shall exercise reasonable skill, care, and diligence in the performance of the MoU. NIELIT and QETCI shall ensure that all the project obligations are met as per the 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 the Force Majeure Event. For the purposes of this clause, "Force Majeure Event" means circumstances beyond the 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, New Delhi-110077

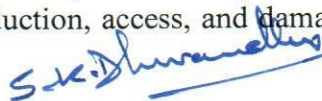
QETCI

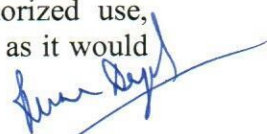
C4 Vindhya Building, IIIT Hyderabad,
Gachibowli, Hyderabad 500033

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 parties 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 ten (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 QETCI in connection with this MoU shall be referred to the designated officials of NIELIT and QETCI for mutual discussions and negotiations.
- b) If no settlement can be reached through mutual discussions and negotiations within 15 days or 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 the 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 Delhi court should have exclusive jurisdiction;
 - The costs of arbitration shall be borne as determined in the arbitration award;
 - The decision of the arbitrator(s) shall be final and binding on the Parties.


S.K. Dhawan


Anurag

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.

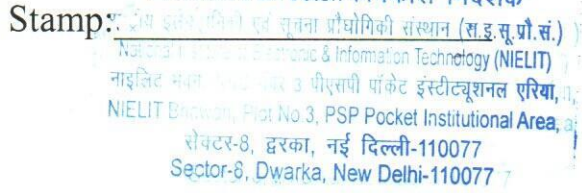
For NIELIT, Delhi


22/10/2024

By: Dr. S.K. DHURANDHER

Title: EXECUTIVE DIRECTOR

Dr. Sanjay Kumar Dhurandher/डॉ. संजय कुमार धुरंधर
Executive Director/कार्यकारी निदेशक


Stamp: 
रा.इ.सू.प्रौ.सं. (रा.इ.सू.प्रौ.सं.)
National Institute of Electronic & Information Technology (NIELIT)
नाइलिट भवन, प्लॉट नंबर 3 पीएसपी पॉकेट इंस्टीट्यूशनल एरिया,
NIELIT Bhawan, Plot No 3, PSP Pocket Institutional Area,
सेक्टर-8, द्वरका, नई दिल्ली-110077
Sector-8, Dwarka, New Delhi-110077

Witness:



1. NISHANT TRIPATHI

For QETCI, Hyderabad

By: 
REENA DAYAL
TADAR

Title: CEO QETCI

Stamp: _____

For QET COUNCIL OF INDIA

Director

Witness:

1. SHANTANU SHARMA
