

# **MEMORANDUM OF UNDERSTANDING**

**Between**



**Institute of Development and Communication  
Sector 38-A  
Chandigarh-160014, India**

**and**



**National Institute of Electronics & Information Technology, Chandigarh  
Permanent Campus at Birla Farms, Bada Phull,  
Ropar – 140001**

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MoU") is made on

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### ***By and Between***

**Institute of Development and Communication Chandigarh** is an autonomous, non-profit research organization located in north-west India. (Hereinafter refer to as 'IDC'), represented by its Chairman, having its campus and main office at Sector 38-A, Chandigarh-160014

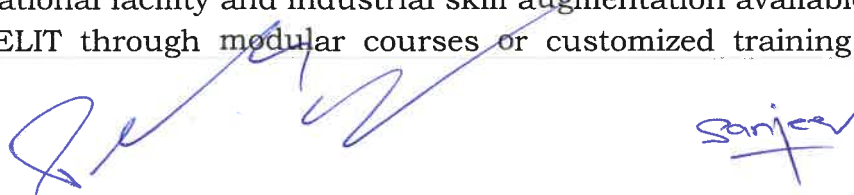
And

**National Institute of Electronics & Information Technology**, Chandigarh having its office at Birla Farms, Bada Phull, Ropar – 140001 acting through Executive Director (hereinafter referred to as NIELIT which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the second part

**IDC** and **NIELIT** may hereinafter collectively be referred to as "**Parties**" and individually as "**Party**"

### **WHEREAS**

- a) IDC is non-profit research organization located in north-west India. It works from an inclusive perspective, for an equitable socio-economic transformation to build a humane and just society. The core areas for research explorations have evolved in consonance with area specific challenges and specialisation of research leadership. The first concern continues to be re-examination of the theoretical underpinning of varied empirical explanations for knowledge synthesis and the second relates to its transfer for interventions.
- b) NIELIT –National Institute of Electronics and Information Technology is an autonomous scientific society under the administrative control of Ministry of Electronics and Information Technology, Government of India, engaged in the development of qualified human resources in the areas of IT, Electronics, Communications, Hardware, Cyber Law, AI, Blockchain, Cyber Security, IPR, GIS, Cloud Computing, ESDM, e-Governance, and related verticals.
- c) IDC and NIELIT will support each other's endeavours in delivering academic programs and training activities with respect to facilities available at each other institutions.
- d) Utilization of the infrastructural facilities such as software, computational facility and industrial skill augmentation available at IDC and NIELIT through modular courses or customized training for the



mutual benefits at mutually agreed rates/ terms and conditions.

- e) Joint organization of events such as short-term courses, seminars, workshops, conferences, training program, symposia, conclaves, short term courses, webinars etc. for technical skill development of students/ faculty/ industry persons.
- f) Any other objective as mutually agreed upon.
- g) Both parties acknowledge and understand that all financial arrangements, if any, will be subjected to prior written agreement and availability of funds for each activity/project undertaken.
- h) Both the parties will support each other in any Conference, International or National organised by any party in the following areas:
  - Resource Sharing: Sharing of human, and technical resources necessary for the successful execution of the conference.
  - Marketing and Promotion: Collaborative efforts in promoting the conference through various channels and sponsorships.
  - Program Development: Joint development of the conference agenda, selection of speakers, paper reviewers, track chairs and coordinators.

#### **PERIOD OF VALIDITY:**

This MOU will be effective for a period of **03 years (three years)** from the date of signing and can be renewed for a further term if mutually agreed by both the parties. However, the agreement may be terminated from either side, if either party serves notice to other party at least three months before the commencement of the next Academic Session / Training Program.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties mutually agree hereto as follows:

#### **ROLE AND RESPONSIBILITIES OF IDC**

1. Identify a senior level in-house faculty member preferably not below the rank of Professor, to be the Program Officer and provide full commitment for the successful outcomes of the program.
2. Ensure highest level of quality to be aimed for and to be achieved at all stages of the Program in order to ensure that programs meet its stated objectives.
3. Provide educational infrastructure: class room, audio visual and computing support, for all students of the program, if need be.
4. Provision of expert faculty/domain experts for teaching modules apart from ICT to be offered by IDC.



5. Define admission policy, eligibility criteria and selection process.
6. Create awareness about the program amongst potential recruiters both from the Government and Private sector and invite them to conduct campus recruitment at IDC.

## **ROLE AND RESPONSIBILITIES OF NIELIT**

### **NIELIT's primary responsibilities shall include:**

1. Identify a senior in-house Officer to be the Program Officer not below the rank of Scientist 'D' and provide full commitment for the successful outcomes of the program.
2. Conduct admissions in a fair and transparent manner with the support of IDC.
3. Extend its expertise in the subject matter for conducting classes/courses/ sessions.
4. Design activities and events for creating awareness for the program, enabling prospective students from the private sector, open market and government to submit their applications/candidature for the said program with support of IDC.
5. Engage eminent resource persons from Industry and Academia for sharing Industrial experiences as a resource person.

### **Roles and Responsibilities of IDC and NIELIT**

1. IDC and NIELIT may jointly constitute a committee of 3 – 5 members for designing the course curriculum keeping in view latest industry requirements.
2. Designing of course curriculum jointly keeping in view the latest industry requirements.
3. Preparation of the program structure and program manual, if needed.
4. Facilitate consultation and involvement of at least one industry/institution working in ICT / emerging technologies for the design and delivery of course curriculum of the Program.
5. In order to attract best talents, IDC and NIELIT shall jointly release advertisement through print and audio-visual media and conduct joint publicity programs at regular intervals.
6. Successful candidates shall be awarded Certificate/Diploma jointly issued by IDC and NIELIT.
7. Preparation of a session-wise time table, teaching material and to conduct online examination.
8. This Memorandum of Understanding is a document of good faith and shall be followed by an Agreement on mutually agreed terms and conditions to detail out the financial implication and revenue sharing among the parties.

Sanjay

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9. This Memorandum of Understanding will be effective up to three years beyond the date of signing this agreement, that is, up to \_\_\_\_\_. Implementation of the MOU would be monitored on a six-monthly basis by a steering committee comprising of three members from IDC and NIELIT each, who would decide on the detailed course curriculum and lay down the guidelines for admissions process and selection criteria.
10. Any dispute between the parties shall always be resolved by mutual consultation without any resort to arbitration or other form of legal remedy including resort to court of law.
11. Any notice / communications required to be given by the parties shall be addressed to the parties at the address specified at the first page of this MoU.

### **OWNERSHIP OF THE PROGRAMME**

NIELIT and IDC shall own the IP rights over the "Structure of the Program" to the extent such educational initiatives can claim ownership and IP rights as per the industry practice and the laws of the country. The course curriculum, pattern, syllabus design, mode of delivery, Examination etc. of the aforesaid program shall be the sole right of NIELIT Chandigarh and IDC. The structure of the program shall be governed as per the ordinance of the IDC after getting approvals from the statutory bodies of IDC and policies of NIELIT. The IP rights over the course content of the program shall vest with NIELIT and IDC.

### **FORCE MAJEURE**

For the purpose of this MoU, the expression "**Force Majeure**" shall mean any cause affecting the performance of a party of its obligations arising from acts, events, omissions, happenings or non-happenings, beyond its reasonable control including (but without limiting the generality thereof) Governmental Regulations, fire, flood, earthquake, strikes, or any other disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening shall only be considered Force Majeure if it is not attributable to willful act, neglect or failure to take reasonable precautions of the affected party. Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever, including but not limited to any damages or abetment of charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations here under which is due to Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavors to continue to perform or resume performance of such obligations here under for the duration of such Force Majeure event.



## **TERMINATION**

The present MoU can be terminated by either party by giving a notice of three months. In this regard neither party shall have any claim against the other party and its officials on account of termination of this MoU. However, the responsibilities and duties of both parties in respect of the students already registered for any of the Programs under this MoU shall not end with the termination of the MoU, and these will remain valid in totality until completion of evaluation of the already registered students and reporting of their results by both parties.

## **CONFIDENTIALITY**

- i. During the tenure of the MOU, both, (IDC and NIELIT) will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.
- ii. Both, (IDC and NIELIT) shall bind their respective personnel who come into possession or knowledge of any confidential information NOT to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this MoU or PROJECTS.
- iii. Further both (IDC and NIELIT) shall put in place adequate and reasonable measures to keep and store confidential information secured so as to prevent any unauthorized use.
- iv. Confidential Information shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally disclosed by the disclosing party under this MoU or any subsequent addendum, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- a. Is or become publicly available through no fault of the receiving party
- b. Is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- c. Is independently developed by the receiving party without reference to the confidential information of the disclosing party
- d. Is rightfully obtained by the receiving party from a third party or is in the public domain.
- e. Is disclosed with the written consent of the party whose information it is, or





- f. Is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

### **AMENDMENTS**

Any amendment add/or addenda to the MoU shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the MoU and have the effect of modifying the MoU to the extent required by such amendments or addenda.

### **INDEMNITY**

Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages/ losses) arising out of or in connection with this MOU.

### **ARBITRATION**

In the event of any difference or dispute arising between the parties in connection with or concerning the observance of the terms and conditions or interpretation thereof, the same shall be jointly resolved by Director General, NIELIT and an officer/office-bearer of suitable designation from IDC, in a spirit of independence, mutual respect and shared responsibilities, without any resort to arbitration or other form of legal remedy including resort to court of law.

### **EXCLUSIVE JURISDICTION**

The MoU shall be subject to jurisdiction of the courts at Punjab.

This Memorandum of Understanding is a document of good faith and shall be followed by an Agreement on mutually agreed terms and conditions to detail out the financial implication and revenue sharing among the parties. This Memorandum of Understanding will be effective up to three years beyond the date of signing this agreement, that is, up to \_\_\_\_\_.



IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date first above written.

*Sanj*  
**For and on behalf of**

**Institute of Development and  
Communication (IDC), Sector  
38-A, Chandigarh**



**(Prof. (Dr.) Pramod Kumar  
Chairperson, IDC Chandigarh**

**Dated:** 11/07/2024

**Witness-1** Balhyman

**Name:** Prof. B.S. GILMAN  
**Designation:** Chair Centre for  
Regional Development  
IDC, Chandigarh.

**For and on behalf of**

**National Institute of  
Electronics and Information  
Technology (NIELIT),  
Chandigarh; with its  
Permanent Campus at Ropar**



**(Dr. Sanjeev Kumar Gupta)  
Executive Director, NIELIT  
Chandigarh**

**Dated:** 11/7/24

**Witness-2** Soni Bansal

**Name:** Soni Bansal  
**Designation:** Scientist 'E'