

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

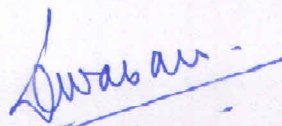
National Institute of Electronics & Information Technology, an autonomous Scientific Society under Ministry of Electronics & Information Technology (MeitY), Government of India, having one of its centre in J & K, co-located in New Campus, University of Jammu, Dr. Ambedkar Road, Jammu & SIDCO Electronics Complex, Old Airport Road, Rangreth, Srinagar, hereinafter called NIELIT, which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the ONE PART,

and

Central University of Kashmir, located at Tulmulla, Ganderbal, J & K, hereinafter called CUK, which expression shall, where the context so admits, be deemed to include its successors, executors and administrators, of the SECOND PART,

WHEREAS, NIELIT, offers, inter alia, various Training Programmes in the field of IECT to equip the students with necessary knowledge of the key industry practices and skills to be fruitfully employed besides providing exposure to live projects and hands-on practical training,

WHEREAS NIELIT J&K feels that NIELIT as well as CUK must collaborate and extend their association so that the two premier institutions can contribute towards skilling/up-skilling of the students enrolled in various courses in the CUK. It was envisaged that NIELIT must prepare and roll out various courses for the students not only enrolled in Computer Science/IT or Electronics stream, but for the students enrolled in all departments of the University so that they could actually be benefitted during their study in the University campus. These courses can be offered in the form of short-term courses in emerging technologies like Artificial Intelligence and Machine Learning, Big Data Analytics, Block Chain, Information Security, Cloud Computing, IoT, etc. in which NIELIT has generated its expertise over a period of time. It was also unanimously agreed that basic courses ACC, BCC, CCC, and Tally etc must target the students of all fields including humanities and Life Sciences in addition to Computer Science, IT& Electronics students. Further Faculty Development Programmes (FDPs) in emerging technologies for faculty members of various departments shall also be carried out in order to keep them updated regarding latest developments in technologies. In addition, workshops on basic computer courses for university administrative cum secretarial staff shall be conducted so as to make them digitally literate under the ambit of Digital India mission- a flagship programme of the Government of India with a vision to transform India into a digitally empowered society and knowledge economy,



WHEREAS both CUK and NIELIT, NOW agree to:

- Recognize the need to create momentum in emerging technologies like Artificial Intelligence, Machine Learning, Big Data, IoT, Cyber security and other advanced technologies in this region.
- Desire to create solutions using these technologies to impact society in this region.
- Aim to develop local talent to make the region self-sufficient in these technologies.
- Apart from emerging technologies as mentioned above, desire to impart training to all the enrolled students in various department of CUK and university secretarial staff on basic computer courses like ACC, BCC, CCC, Digital Marketing and Tally etc.
- To conduct FDPs for faculty members of CUK in different emerging technologies.
- Have faculty exchange programme between CUK and NIELIT in place.
- Have student exchange programme between two institutions so that students from both the institutions can benefit from the expertise that NIELIT and CUK have generated over a period of time.
- Aim to submit joint R&D and capacity building project proposal for funding to various ministries of Govt. of India and other funding organization.

THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both the CUK and NIELIT hereby acknowledge and agree to sign a Memorandum of Understanding (MoU) on 10th day of May, 2022 at CUK, Ganderbal, Kashmir, J&K.

A. OBJECTIVE

The objective of this collaboration is to provide opportunity for global experience and to facilitate the advancement of knowledge on the basis of reciprocity, best effort, mutual benefit and frequent interactions.

- i. Exchange of intellectual know how and resources
- ii. Partnership in innovation and entrepreneurship driven opportunities and resources so as to launch the skill oriented, tailor made courses in line with Govt. of India's vision of Skill India, Digital India and Make in India
- iii. Creating the best academic and industry content for educating local talent attuned to the local requirements in advanced technologies such as Machine Learning, AI, Cyber Security, IoT, Blockchain, Cloud Computing, Big Data, etc. with an emphasis upon Employability Enhancement of the students covered under the programme

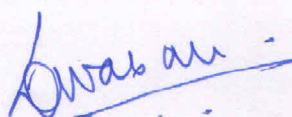
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and to set forth the modus operandi to provide Training in the field of IECT and all related areas by NIELIT to the students of CUK, its affiliated colleges and University's own campuses under the following categories:

- Semester / Industrial Training Programmes of 5-6 months duration.
 - Summer / Short Term Training Programmes of 4/6/8 week's duration.
 - Design New Courses for students of all streams including Arts, Commerce, Life Sciences, etc. in addition to Computer Science, IT and Electronics students.
 - Any other programme of any duration, as deemed fit, by both the bodies for the upskilling/ reskilling.
 - Explore possibilities for transfer of Credit to the students.
 - Joint Certification Training programmes in the niche areas.
- iv. Identify social problems for collaborative research work to find solutions.
 - v. Work with CUK to bring funding for social projects.
 - vi. Conduct workshops for students and secretarial staff of CUK
 - vii. FDPs for faculty members of CUK in emerging technologies
 - viii. Work towards creating socially responsible manpower that benefits the individual trainees as well as society, and support social entrepreneurship amongst students
 - ix. Bridge the gap between availability of capable, employable technical manpower and demand for the same.
 - x. Any other mutually agreed collaboration that is beneficial to the nation, society and students.
 - xi. Have faculty exchange programme between CUK and NIELIT in place.
 - xii. Have student exchange programme between two institutions so that students from both the institutions can benefit from the expertise that NIELIT and CUK have generated over a period of time.
 - xiii. Aim to submit joint R&D and capacity building project proposal for funding to various ministries of Govt. of India and other funding organization.

The aim is to equip the students and faculty with necessary knowledge of the key industry practices and skills to be fruitfully employed besides providing exposure to live projects and hands-on practical training. These courses thus designed, based on their level of expertise, shall be categorized in the following three categories:



- i) Basic Level
- ii) Middle Level
- iii) Expert Level

B. TERMS

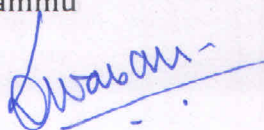
1. NIELIT agrees to take students of CUK and its affiliated colleges for admissions at Srinagar to its scheduled Training Programmes or any other Training Programme, as deemed fit, in the best interest of the students, mutually decided with CUK, specially customized for CUK, incorporating NIELIT's trademark strengths.
2. CUK shall authorize Head, Department of Computer Science & IT or his/her nominee(s) along with Head Department of Electronics or his/her nominee(s), to design new and relevant courses in consultation with NIELIT for the benefit of students of all streams undergoing their education from CUK.
3. CUK shall issue instructions to all its departments, affiliated colleges / institutes to direct their students in consultation with IT Department, CUK to undergo relevant Trainings designed specifically for them at NIELIT.
4. Fee Structure: The fee will be as applicable at NIELIT Jammu & Kashmir. However, NIELIT agrees to offer a special discount of 10% on the applicable fee to the students covered under the ambit of this MoU.
5. Delivery Mode:
 - i) NIELIT J & K will announce the schedule of these training courses during the calendar year.
 - ii) The students thus sponsored by CUK would enroll themselves in the courses that would consist of theory and hands-on training sessions supplemented with structured academic content.
 - iii) Practical sessions shall be held in flexi-mode that shall expose the students to various IECT equipments in terms of their operations.
6. Locations: The training would be imparted at the following locations.

NIELIT Srinagar

SIDCO Electronics Complex,
Old Airport Road, Rangreth, Srinagar

NIELIT Jammu

New Campus, University of Jammu,
Dr. Ambedkar Road, Jammu



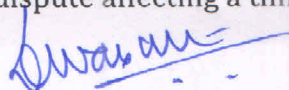
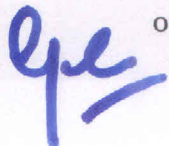
7. CUK will nominate Head IT Department as Course Coordinator, for being single point of contact for all training programmes under this MoU.
8. NIELIT Srinagar would also nominate one coordinator for all programmes being offered by NIELIT.
9. NIELIT shall be responsible for:
 - i) Enrolment of students
 - ii) Conduct of Training
 - iii) Assessment and Certification
 - iv) Infrastructure / modalities related to the conduct of courses. However, if deemed fit, some of the training programmes to meet the specific needs, may also be conducted jointly in any of the departments of CUK.
10. CUK would also, at its own level, generate wide publicity of the offered courses under this MoU and display the information related to these courses on its website along with other platforms.
11. Attendance: NIELIT would maintain the attendance of the participants enrolled in a particular course.
12. Assessment and Certification: Assessment and certification of only those candidates will be done, who have attended a minimum of 75% lectures in the programme. The assessment and certification of the candidates completing the programme would be done by NIELIT.
13. Commencement and duration of the programmes under the MoU will be strictly as per schedule mutually agreed upon.
14. NIELIT reserves the right to cancel registration of students not adhering to NIELIT's code of attendance and discipline.

C. DURATION OF MOU

The duration of the MOU shall be for a period of 5 years from the date of signing of MoU which is extendable mutually.

D. 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 hereunder which is due Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform or resume performance of such obligations hereunder for the duration of such Force Majeure event.

E. TERMINATION

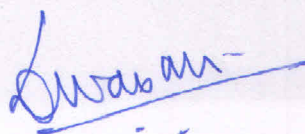
The present MoU can be terminated by either party by giving a notice of three months without assigning any reason. In this regard neither party shall have any claim against the other party and its officials on account of termination of this MoU. However, the responsibilities and duties of both parties 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.

F. IPR

Rights regarding publications, patents, royalty, ownership of product, design, process, code-base, etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

G. CONFIDENTIALITY

- i. During the tenure of the MOU, both CUK 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 this MOU.
- ii. Both CUK 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 CUK, and NIELIT shall put in place adequate and reasonable measures to keep and store confidential information secure 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.

H. AMENDMENTS

Any amendment and/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 amendment or addenda.

I. 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 due to breach of any provisions of this MoU by such party or as a result of any act of

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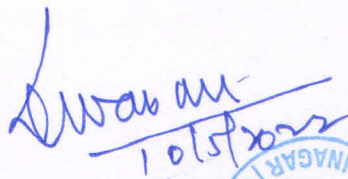





negligence / omission or commission on part of such party and / or its employees, agents etc.

J. 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 Executive Director NIELIT J & K and Registrar, CUK 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.

IN WITNESS WHEREOF THE

Parties hereof have caused this Memorandum of Understanding (MoU) to be signed in their respective names as of the day and year first hereby above written.

For and on Behalf of NIELIT  Executive Director, NIELIT J & K NIELIT Srinagar, SIDCO Electronics Complex Old Airport Road Rangreth Srinagar 191132. 	For and on Behalf of Central University of Kashmir  Registrar Central University of Kashmir Green Campus, Duderhama, Ganderbal-191201 Jammu & Kashmir 
Witness 1: Signature:  Name: <u>Suresh K. Gargolia</u> Address: <u>Additional Director</u> <u>NIELIT, J&K</u> City: <u>Srinagar / Jammu.</u>	Witness 1: Signature:  Name: <u>DR. M. AHAM CHISHTI</u> Address: <u>CUK GANDERBAL</u> City: <u>J&K</u>