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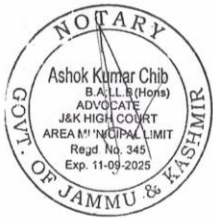
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Purchased by : DCS IT UNIVERSTY OF JAMMU
Description of Document : Article 5 Agreement or Memorandum of an Agreement
Property Description : MEMORANDUM OF UNDERSTANDING
Consideration Price (Rs.) : 0
(Zero)
First Party : DCS IT UNIVERSTY OF JAMMU
Second Party : NIELIT
Stamp Duty Paid By : DCS IT UNIVERSTY OF JAMMU
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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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, represented through its Executive Director, NIELIT J & K of the ONE PART,

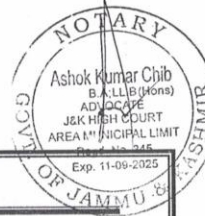
and

University of Jammu, accredited as 'A+' Grade University by National Assessment & Accreditation Council of India located at Dr. Ambedkar Road, Jammu, J & K, hereinafter called **University of Jammu**, which expression shall, where the context so admits, be deemed to include its successors, executors and administrators, represented through its Registrar 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 the Executive Director, NIELIT J&K and Vice Chancellor, University of Jammu, in one of the meetings dated *22nd September, 2021* felt that NIELIT as well as the University 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 university as well as NIELIT. It was envisaged that both the institutions must prepare and roll out various courses for the students not only enrolled in Computer Science/IT or Electronic stream, but for the students of all departments of the University so that they could actually be benefitted during their study in the University campus. These courses can be delivered for 1 or 2 hours before or after the university teaching hours. It goes to the advantage of the students that NIELIT Campus is located within the University Campus

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MOU between University of Jammu and NIELIT

enabling them to get quality skilling in the field of Computers/ IT. During the meeting, it was felt that the students must be imparted knowledge in the emerging technologies like Artificial Intelligence and Machine Learning, Big Data Analytics, Block Chain Technology, Information Security etc. in which NIELIT has generated its expertise over a period of time. It was unanimously agreed that these courses must target the students of all fields including humanities and Life Sciences in addition to Computer Science & Electronics

WHEREAS both University of Jammu and NIELIT, NOW agree to:

- *Introduce skill education at the undergraduate level, in line with the National Education Policy NEP – 2020*
- *Recognize the need to create momentum in Artificial Intelligence, Machine Learning, Big Data and other advanced technologies in the 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*

with an intent to collaborate to design various Short/Long Term Training Programmes and train the students in these advanced technologies and create momentum in research, both applied and fundamental, that has the potential of addressing social problems of this region.

THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both the University of Jammu and NIELIT hereby acknowledge and agree to a sign a Memorandum of Understanding (MoU) on 25th day of March 2022 at University of Jammu.

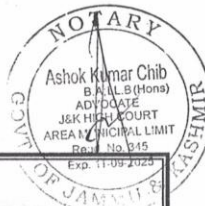
A. OBJECTIVES

The objectives 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, and are as below-

- i. Exchange of intellectual know how and resources

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- 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, Cloud Computing, Big Data, etc. with an emphasis upon Employability Enhancement of the students covered under the programme 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 University of Jammu, 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 weeks duration.
 - Design New Courses for students of all streams including Arts, Commerce, Life Sciences, etc. in addition to Computer Science, IT and Electronics.
 - Launch of Joint Certification Training Programmes in niche areas with joint assessment by both the parties.
 - Any other programme of any duration, as deemed fit, by both the bodies for the upskilling/ reskilling.
- iv. Identify social problems for collaborative research work to find solutions.
- v. Work with University of Jammu to bring funding for social projects.
- vi. Conduct workshops for students and academics
- vii. Work towards creating socially responsible manpower that benefits the individual trainees as well as society, and support social entrepreneurship amongst students
- viii. Bridge the gap between availability of capable, employable technical manpower and demand for the same.
- ix. Any other mutually agreed collaboration that is beneficial to the nation, society or students

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:

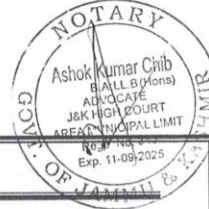
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- i) Basic Level
- ii) Middle Level
- iii) Expert Level

B. TERMS

1. NIELIT agrees to take students of University of Jammu, its own campuses and its affiliated colleges for admissions through its campuses at Jammu and Srinagar to its scheduled Training Programmes or any other Training Programme, as deemed fit, in the best interest of the students, mutually decided with University of Jammu, specially customized for University of Jammu, incorporating NIELIT's trademark strengths.
2. University of Jammu 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 University of Jammu.
3. University of Jammu shall generate awareness amongst all its departments and affiliated colleges / institutes to direct their students to undergo relevant Trainings at NIELIT designed specifically for them in consultation with Department of Computer Science and Electronics as mentioned at sr. no. 2 above.
4. **Fee Structure:** The fee of the courses will be decided, based on the category of the course, by a three member committee comprising of Executive Director/Director/Director-in-charge, NIELIT J & K, Head, Department of Computer Science & IT and Head, Department of Electronics.
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 University of Jammu 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 equipment in terms of their operations.



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6. **Locations:** The training would be imparted at the following locations.

NIELIT Jammu

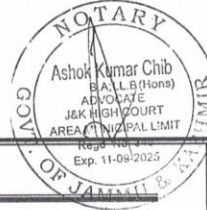
New Campus, University of Jammu,
Dr. Ambedkar Road, Jammu &

NIELIT Srinagar

SIDCO Electronics Complex,
Old Airport Road, Rangreth, Srinagar

7. University of Jammu will nominate Head, Department of Computer Science & IT as Course Coordinator, for being single point of contact for all training programmes under this MoU.
8. NIELIT Jammu would also nominate one coordinator for all programmes being offered by NIELIT.
9. NIELIT shall be responsible for:
- Enrolment of students
 - Conduct of Training
 - Assessment and Certification
 - Advertisement and wide publicity
 - 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 Computer Science, Electronics or any other department of University of Jammu.
10. University of Jammu 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

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25/3/22



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programme would be done by NIELIT. However, the assessment in the courses under joint certification shall be done jointly by both the parties.

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 *Three (03) 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 abatement 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.

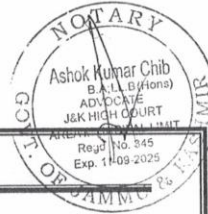
E. TERMINATION

The present MoU can be terminated by either party by giving a notice of *three (03) 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

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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 University of Jammu 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 University of Jammu 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 University of Jammu, 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:



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- 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

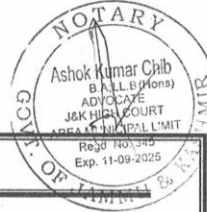
Any amendment add/or addenda to the MoU shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the MoU and have the effect of modifying the MoU to the extent required by such amendment or addenda.

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.

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 Vice Chancellor, University of Jammu 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.



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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

For and on Behalf of University of Jammu

(Signature of Authorized Signatory of NIELIT J & K)

(Signature of Authorized Signatory of University of Jammu)


EXECUTIVE DIRECTOR

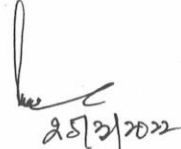
NIELIT J&K, Jammu,
University Campus
University of Jammu, Jammu


REGISTRAR

University of Jammu
Jammu

In witness whereof

WITNESS 1:

Name: 
Sushheel Kermar Gabgotia
NIELIT Jammu, Additional Director
University Campus,
University of Jammu, Jammu.

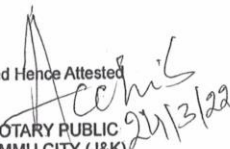
WITNESS 2:

(Prof Pawanesh Abrol)
Head, Department of CS&IT,
University of Jammu, Jammu

WITNESS 3:

(Prof Parveen Kumar Lehana)
Head, Department of Electronics,
University of Jammu, Jammu


Execution Admitted Hence Attested


NOTARY PUBLIC
JAMMU CITY (J&K)

