

## MEMORANDUM OF UNDERSTANDING

Between

National Institute of Electronics & Information Technology (NIELIT)

And

National Telecommunications Institute for Policy Research, Innovation and Training [NTIPRIT]

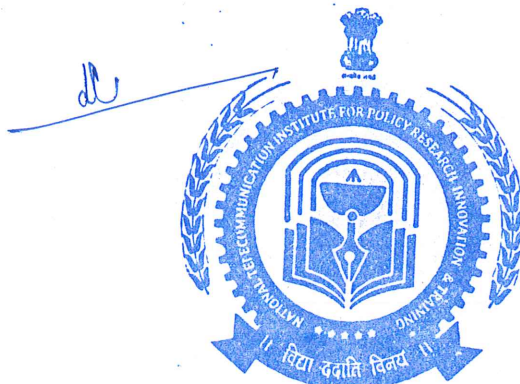
This Memorandum of Understanding (hereinafter referred to as "MOU") is made and executed on 3rd June 2024 ("Effective Date") at New Delhi.

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

National Telecommunications Institute for Policy Research, Innovation and Training, the apex telecom training institute of Department of Telecommunications, Ministry of Communications, Government of India, represented by Sh. Deb Kumar Chakrabarti, Director General, NTIPRIT, having its office at Admin Building, Govt. of India Enclave, Kamla Nehru Nagar, Ghaziabad, Uttar Pradesh-201002, hereinafter Called "NTIPRIT", 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**.





- v. To offer NIELIT's Virtual Academy Platform and IT infrastructure along with Remote Hardware/ Virtual Lab facility to NTIPRIT on mutually agreed terms.
  - vi. To extend support & offer NSQF training programs of NIELIT at identified Skill Development Centre of ITI Limited, a Public Sector Undertaking under Department of Telecommunications, Ministry of Communications, Government of India.
  - vii. To offer NIELIT students Internships and Short-Term Projects in the areas of common interest.
  - viii. To extend collaboration through Joint Research and Consultancy within pertinent domains.
2. **IMPLEMENTATION PROCESS:** The NIELIT and the NTIPRIT 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.
  3. **FEE:** If Parties envisage any project requiring payment of fees then both the Parties will sign a separate addendum on project-to-project basis.
  4. **TERM 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.
  5. **DELIVERABLES & REPORTING:** All deliverables and reports pertaining to the project shall be elaborated in the proposal to be shared, whenever required.
  6. **OBLIGATION OF THE PARTIES:** The parties agree to display NIELIT and NTIPRIT 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 NTIPRIT shall ensure that all the project obligations are met as per project wise addendum, which is to be executed separately.

7. **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.

8. **OTHER TERMS & CONDITIONS:**

**Amendment:** The MOU shall be amended only by written mutual consent of both the Parties to the MOU.

**No Relationship:** Nothing in this MOU shall constitute or be deemed to constitute a partnership between the Parties, nor render one the agent of the other for any purpose whatsoever. Neither Party shall have the right or authority, to assume, create or have the power to bind the other Party to contract or create any liability or obligation, expressed or implied, against, in the name of, or on behalf of another party.

**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 (ii) the date of receipt by any other means of delivery.





## 10. DISPUTE SETTLEMENT

In the event of any dispute or difference between the NIELIT & the NTIPRIT relating to the interpretation and application of the provision of MoU, efforts shall be made by the Senior Officers of both the parties to resolve the same amicably and if the dispute is not mutually settled, then such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE Office Memorandum no. 05/0003/2019-FTS- 10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

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

Name: Dr. M. M. Tripathi

Designation: Director General

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



Witness:

- Agarwal  
ALPANA AGRAWAL  
ADAL, DIRECTOR

For NTIPRIT, Ghaziabad

Name: Debkumar Ankrabark

Designation: सहनिदेशक / Director General  
रा.इ.सू.प्रौ.सं. / N.T.I.P.R.I.T.  
दूरसंचार विभाग / Department of Telecommunications  
भारत सरकार / Govt. of India  
Stamp: एल्टि परिसर गजियाबाद / ALTIC Campus, Ghaziabad

Witness:

- Ahan  
NAYMEET CHOUHAN  
DDG(TS&PR), NTIPRIT

