

MEMORANDUM OF UNDERSTANDING

Between

National Institute of Electronics & Information Technology ('NIELIT')

And

Electronic Industries of India (ELCINA)

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and executed on 20th April, 2026 ("Effective Date") at New Delhi.

BY AND BETWEEN

The National Institute of Electronics & Information Technology is an autonomous scientific society under the administrative control of Ministry of Electronics & Information Technology ('MeitY'), Government of India, represented, 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 PART**.

AND

Electronic Industries of India (ELCINA) has established itself as an interactive forum for electronics and IT manufacturers. having its registered office at Elcina House, 422, Okhla Industrial Estate, Phase-III, New Delhi, Delhi 110020 Known as "ELCINA" 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 PART**.

ELCINA and NIELIT are hereinafter collectively referred to as the "the Parties" and individually as "the 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 formal & non-formal education in the area of IECT besides development of industry-oriented quality education and training programs in the state-of-the-art technologies.

WHEREAS, ELCINA has established itself as an interactive forum for electronics and IT manufacturers. ELCINA actively interacts with the government and advises it on policy and business environment issues. It networks with technical institutions and business support organisations in India and abroad to enable business expansion and information dissemination on technical developments. With greater liberalisation, ELCINA's focus has shifted to professional and value-added services to the Electronics Community.

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

डॉ. आलोक त्रिपाठी / Dr. ALOK TRIPATHI

निदेशक (योजना/कौशल) एवं मुख्य परीक्षा निदेशक

Director (Scheme/Skilling) & Chief Controller of Examinations

राष्ट्रीय इलेक्ट्रॉनिकी एवं सूचना प्रौद्योगिकी संस्थान (रा.इ.सू.प्रौ.सं.)

National Institute of Electronics and Information Technology (NIELIT)

नाईलिट भवन, प्लॉट नं. 3, पीएसपी पॉकेट, इंदौर, मध्य प्रदेश

सेक्टर-8, द्वारका, नई दिल्ली-110077

NIELIT Bhawan, Plot No. 3, PSP Pocket, Institutional Area,

Sector-8, New Delhi-110077



NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES MADE AND THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. UNDERSTANDING AND COLLABORATION POINTS:

- 1.1 To facilitate the training, assessment, and certification of candidates under NIELIT's NSQF-aligned skill development courses, as per the interests and requirements of ELCINA-associated industry partners.
- 1.2 To support the establishment of Centres of Excellence and promote joint research, innovation projects, and initiatives aimed at advancing technology and enhancing industry readiness.
- 1.3 To train and empower unemployed youth by equipping them with essential skills in electronics and allied domains.
- 1.4 To collaborate on designing skill-based curriculum based on industry needs and to provide students exposure to modern technologies through strengthened industry partnerships.

2. ROLES AND RESPONSIBILITIES OF NIELIT:

- 2.1 NIELIT will provide industry-aligned curriculum, training material, and guidelines.
- 2.2 NIELIT will conduct and manage skill development trainings and workshops.
- 2.3 To facilitate necessary administrative and policy support, including local permissions.
- 2.4 NIELIT will provide academic and technical support for smooth implementation of the partnership.

3. ROLES AND RESPONSIBILITIES OF ELCINA:

- 3.1 ELCINA will undertake the connections between associated industry partners.
- 3.2 Subject to its internal criteria, ELCINA associated partners will provide funding for the training, assessment, and certification process.
- 3.3 ELCINA shall ensure the dissemination of information about the NIELIT skill development programs and provide necessary support to ensure its successful implementation.
- 3.4 ELCINA will facilitate to NIELIT student's internship & job placement at associated industry partners.

4. JOINT ROLES AND RESPONSIBILITIES OF NIELIT AND ELCINA:

- 4.1 Both Parties shall jointly monitor and evaluate such programs to ensure its objectives are met effectively.
- 4.2 Both Parties shall collaborate to address challenges and improve such programs for better outcomes.
- 4.3 Both Parties agree to share data and reports related to the implementation of such programs, subject to applicable data protection laws.

5. IMPLEMENTATION PROCESS: NIELIT and ELCINA 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.

डॉ. अक्षय त्रिपाठी / Dr. ALOK TRIPATHI
Director (Scheme/Skilling) & Chief Controller of Examinations

राष्ट्रीय इलेक्ट्रॉनिकी एवं सूचना प्रौद्योगिकी संस्थान (रा.इ.सू.प्रौ.सं.)

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6. ADDENDUM FOR OTHER PROJECTS: If the Parties envisage any project requiring payment of fees, then both Parties will sign separate addendums on project-to-project basis.

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7. **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 this MoU or completion of the obligations mentioned under this MoU.
8. **EXTENSION OF THE MoU:** Based on mutual discussions about the work completed during the term of this MoU, any additional opportunities can be included and the extension will be finalized after signing a separate addendum for such additional activities within the broader scope of this MoU.
9. **DELIVERABLES & REPORTING:** All deliverables and reports pertaining to the project shall be elaborated in the proposal to be shared, whenever required.
10. **OBLIGATION OF THE PARTIES:** The parties agree to display NIELIT and ELCINA logos, in relation to a project site, its resource materials, annual report(s), newsletters, certificates and its website. To this extent, both Parties shall ensure that the intellectual property rights of each other are not violated.
Both the Parties shall exercise reasonable skill, care and diligence in the performance of their respective obligations under this MoU. NIELIT and ELCINA shall ensure that all the project obligations are met as per project wise addendum, which is to be executed separately.
11. **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.
12. **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, subject to fulfilling its outstanding obligations to ensure that the candidates undergoing such training programs are not impacted by termination of this MoU.

डॉ. आलोक त्रिपाठी / Dr. ALOK TRIPATHI

निदेशक (योजना/ कौशल) एवं मुख्य परीक्षा निदेशक

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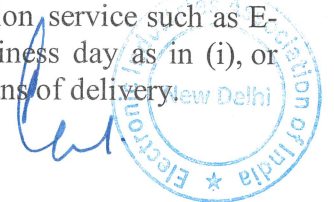
नाइलिट भवन, प्लॉट नं. 3, पस्प पॉकेट, संस्थान क्षेत्र, नई दिल्ली-110077

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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) or other electronic transmission service such as E-Mail 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.

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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, NewDelhi-110077

ELCINA

Elcina House, 422, Okhla Industrial Estate,
Phase-III, New Delhi, Delhi 110020

Either Party may change its mailing address by written notice to the other Parties in accordance with this paragraph. The Parties may also later decide upon sharing each other's email ID for such notices etc.

13. 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 party must intimate the other party of such disclosure at least Three (3) days before submitting the information to the statutory bodies.

The Parties shall not during or after one year of 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.


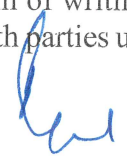
For the purposes of this Clause, "Confidential Information" shall mean information relating to proprietary, technological, economic, financial, legal, administrative, personal identification information, business or technical matters of both Parties.

14. INTELLECTUAL PROPERTY RIGHTS (IPR)

14.1 Information on research results and study materials (reports, articles, books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. All Intellectual Property solely conceived and/or developed by ELCINA during the course of this Agreement shall be owned by ELCINA. All Intellectual Property solely conceived and or developed by NIELIT during the course of this agreement shall be owned by NIELIT, Intellectual Property jointly conceived and or jointly developed by NIELIT and ELCINA will be jointly owned by NIELIT and ELCINA. NIELIT and ELCINA will be committed to the protection of appropriate and application of such intellectual property for commercial or other purpose on mutually acceptable terms to be negotiated in good faith between NIELIT and ELCINA.

NIELIT and ELCINA shall acknowledge one another in any form of writing, publication or presentation based on research derived from the co-operative efforts of both parties under this MoU unless otherwise mutually agreed upon in writing by the Parties.

डॉ. अशोक त्रिपाठी / ALOK TRIPATHI
निदेशक (योजना/कोशल) एवं मुख्य परीक्षा निदेशक
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15. GOVERNING LAW AND DISPUTE RESOLUTION:

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 ELCINA in connection with this MoU shall be referred to the designated officials of NIELIT and ELCINA 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 fail to 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 New Delhi
- In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at Delhi shall 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.

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

Dr. Alok Tripathi

Name: Dr. Alok Tripathi

Designation: डॉ. अलोक त्रिपाठी / Dr. ALOK TRIPATHI (Scheme/Skilling)

Stamp: निदेशक (योजना/काशल) एवं मुख्य परीक्षा निदेशक
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Witness:

1. Puneet Kumar Nema
Assistant Director

For ELCINA

Ratoo Goel

Name: RATOO GOEL

Designation: SECRETARY GENERAL

Stamp: Electronic Industries Association of India
New Delhi

Witness:

1.

(SUNDEEP SAXENA)