

## Memorandum of Understanding

**PREAMBLE:** The recent Indian educational policy framework, including the National Education Policy 2020, underlines the need for building skill-based capacity in the Indian youth through leveraging the capacity and capability of different institutions. To harness the same, it is important to enter into formal collaboration and MOUs with reputed institutions and industry for capacity building. There is a need for a strong collaboration between the universities and industries to come up with innovative ideas in research along with investments in R&D. The industry-academia collaboration has enhanced knowledge, innovation and creativity and has played a decisive role in the economic growth of every nation. This agreement aims to facilitate effective job placement of skilled candidates in the job roles as per the market demand and create a career for aspiring candidates.

### **ABOUT NIELIT:**

**National Institute of Electronics & Information Technology**, herein after referred to as “NIELIT” is an Autonomous Scientific Society under the administrative control of Ministry of Electronics & Information Technology (MeitY), Government of India, set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology (IECT). NIELIT is engaged both in 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 areas.

### **ABOUT Digital Mind Technologies**

Digital Mind Technologies, is a Delhi-NCR, India based Information & Communication Technology (ICT) Solutions Provider Organization. “Specialized in delivering quality, cost effective, user friendly and result-oriented Software Development, Website Designing & Development, e-commerce, Mobile App (Android & IOS) Customized Software and digital marketing (SEO and SEM) solutions and Placement Consultant & Recruitment Agency for a global clientele.”

1. Digital Mind Technologies offering a comprehensive range of IT-sector services, including Web Designer & Developer, Network Engineer, Administrator, DBA, Project Manager, Team Leader.
2. In the area of Banking, Finance, and Insurance, Digital Mind Technologies offering specialized services such as Sales executive/ Tele caller, Team leader, Assistant Manager/ sn assistant manager/Deputy manager, Area Sales manager, national Sales head.
3. For retailing outlets, Digital Mind Technologies provides Store Managers, Sales person, Accountants, MIS.

This Memorandum of Understanding (here in after called as the 'MOU') is signed on 15/feb/2024 at NIELIT, Dwarka, Delhi, India.

### By and between

**National Institute of Electronics & Information Technology**, NIELIT Bhawan, Plot No. 3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077, hereafter, referred to as "NIELIT" which expression, unless repugnant to the text or context thereof shall include its successors and permitted assigns of the First Party.

### AND

**Digital Mind Technologies** (Hereinafter referred to as "Second Party") which expression shall unless repugnant to the context or meaning thereof, include its successor in office and permitted assigns on the SECOND PARTY (Hereinafter referred to as "second party") which expression shall, unless repugnant to the context or meaning thereof, include its successor in office and permitted assigns on the SECOND PARTY.

And have here by decided that both parties would adhere to the following responsibility charter of listed below:

#### **Section-1.0: MoU Signatories:**

The signatories of the MoU will be NIELIT and Digital Mind Technologies.

#### **Section-2.0: Objective:**

The primary objective of this MOU is to establish a collaborative relationship between NIELIT and Digital Mind Technologies., aimed at increasing industry interaction, and providing internship and placement opportunities to NIELIT students.

#### **Section-3.0 SCOPE OF MOU**

- a) **Expert/ Guest Lectures:** Both parties shall extend the necessary support to deliver guest lecturers to the students of the parties on the latest Industry domains/technology.
- b) **Internship and Placement of Trained Students:** Both parties will actively engage to help the students in providing Internship and Placement opportunities for the students of both parties.
- c) **Job Fair/ Events:** Both parties shall collaborate to organize the Job fairs / events by connecting with potential companies.

#### **Section-4.0: Intellectual Property:**

All Intellectual Property, including, but not limited to, copyrights, software and database rights, patents, trade secrets, trademarks, rights in designs and all other Intellectual Property or other proprietary rights (“Intellectual Property”) owned by one Party prior to the date of this MOU will continue to be owned by that party. Neither Party will gain, by virtue of this MOU, any rights in or to any Intellectual Property rights owned by the other Party.

#### **Section-5.0: Duration of Engagement:**

This MOU will be valid for a period of **03 years** from the date of signing. Once the initial period of 3 years is over, the MOU may be extended for a further period of 3 years, with suitable changes (as per applicability) with mutual consent. If for any reason, any one entity of the MOU is desirous not to continue with the engagement, the same can be done by giving advance notice of one month.

#### **Section-6.0: Governing Law and Dispute Resolution:**

This MOU shall be governed by and constructed in accordance with the laws of India, in the following manner:

- 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 (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 DIGITAL MIND TECHNOLOGIES and NIELIT in connection with this MoU shall be referred to the designated officials of DIGITAL MIND TECHNOLOGIES and NIELIT for mutual discussions and negotiations.
- b) If no settlement can be reached through mutual discussions and negotiations within [15 days], the two parties may appoint an arbitrator with mutual consent. If both the parties cannot agree on a common arbitrator within 30 (Thirty) days of receiving the notice for arbitration by either party from the other party, the 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:
  - i. The arbitration proceedings shall be conducted in English;
  - ii. The place of arbitration shall be Delhi;
  - iii. In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at Delhi shall have exclusive jurisdiction;
  - iv. The costs of arbitration shall be borne as determined in the arbitration award;
  - v. The decision of the arbitrator(s) shall be final and binding on the Parties.

### Section-7.0: CONFIDENTIALITY:

NIELIT and DIGITAL MIND TECHNOLOGIES agree to hold in confidence all information/data designated as confidential, which is obtained/ disclosed from the disclosing Party and will not disclose the same to any third party without the written consent of the Party except that provided for under the Right to Information Act, 2005. Both the Parties undertake to keep confidential the contents of this Agreement, as well as all information, content and materials disclosed to or obtained by the Parties from each other pursuant to this Agreement, and other information or documents that may come into the possession of the Parties in connection with the performance of their obligations under this Agreement, specifically marked "Confidential". The Parties shall not themselves utilize or share with any third party and ensure that their respective employees do not utilize such information for any purpose other than purposes as are contemplated by this Agreement.

In Witness whereof, the Parties have set their hands and seals here to on the day and date first mentioned.

For NIELIT, New Delhi

By: Sh. Rajneesh Kumar Asthana

Title: Registrar, NIELIT

Witness:

1.

J. Mohan Koli

For DIGITAL MIND TECHNOLOGIES, Delhi

By: Sh. Prashant Agrawal

Title: Director, Digital Mind Technologies

Witness:

1.

RITESH GOYAL