

MEMORANDUM OF UNDERSTANDING (MoU)

The Memorandum of Understanding hereinafter referred to as MoU is executed at Indian Army (Military College of Telecommunication Engineering), Mhow on this Sixteenth Day of Dec 2025.

Between

NIELIT University (Online), hereinafter referred to as "NIELIT", through Director General & Vice Chancellor, NIELIT which expression shall unless repugnant to the context, including its assignees and successors in interest, of the FIRST PART.

AND

HQ ARMY TRAINING COMMAND AND ASSOCIATED INSTITUTES/ ESTABLISHMENTS, hereinafter referred to as "ARTRAC" having address at HQ ARTRAC, Shimla, HP - 171001, on behalf of Indian Armed Forces through Commandant, Military College of Telecommunication Engineering (MCTE), hereinafter referred to as "Indian Army (MCTE)", which expression shall unless repugnant to the context, including its assignees and successors in interest, of the SECOND PART.

WHEREAS:

1. ARTRAC has played a pivotal role in ensuring effective training, personal growth and development of skill sets of personnel in their respective fields of specialization leading to cogent and potent war fighting potential of the Indian Army. The entire gamut of military and technical training at these institutes is supervised and monitored by ARTRAC for its relevance and effectiveness in keeping with the evolving doctrine of the Indian Army. It includes knowledge management, development of domain competencies, skill acquisition (retention and honing), research and development and academic repository of military studies, strategies, tactics and doctrine including military technology. ARTRAC also validates institutionalized as well as Filed Level Formation training of the Indian Army.
2. NIELIT is a leading Technological University offering innovative UG (Under Graduate) and PG (Post Graduate) Programmes and intending to participate in the Institutional Cooperation Project for lateral absorption of engineering students of College of Military Engineering (CME), Pune, Military College of Telecommunication Engineering (MCTE), Mhow, Military College of Electronics and Mechanical Engineering (MCEME), Secunderabad & Indian Military Academy (IMA), Dehradun in accordance with framework to be developed under this MoU.
3. Cadets Training Wings (CTW), adjunct faculties of CME, MCTE & MCEME are Pre-Commissioned Training Institutes, designed to impart military and technical training to Officer Cadets of 10+2 Technical Entry Scheme (TES), TES is a four years training entry in Army, wherein, first three years of Engineering Training of Officer Cadets is conducted at respective CTWs and fourth year of training at IMA, Dehradun. On successful completion of four years of training, Officer Cadets are awarded B Tech degree from Jawaharlal Nehru University, New Delhi and are commissioned thereafter.
4. The Officer Cadets joining the CTWs have 10+2 education with science subjects by obtaining at least 70% of total marks, from a recognized board or university and mandatorily appeared in JEE (Mains) for applying for the TES Entry Scheme. These Officer Cadets are a handpicked lot who get selected for commissioning into Indian Army, after a stringent selection test conduct all over India by Services Selection Board (SSB).

TITLE: HEAD QUARTER ARMY TRAINING COMMAND Sponsored "B Tech Degree" with specialisations in various areas mentioned in the MoU for Officer Cadets of 10+2 Technical Entry Scheme (TES) of Indian Armed Forces, at NIELIT and Military College of Telecommunication Engineering (MCTE), Mhow.

PURPOSE

5. Officer Cadets, who become medically unfit due to injury or accident sustained during the course of strenuous physical outdoor training imparted in the CTWs and at IMA, are withdrawn from the course for not meeting the laid down physical Quantitative Requirements (QR) for Armed Forces. Such Officer Cadets therefore are not commissioned into Indian Army, on account of having been boarded out and are rendered ineligible to complete their engineering degree in CTWs, as there is no system existing in place for parallel absorption of Officer Cadets withdrawn from CTWs and IMA into any University and affiliated Engineering College.


AIM

6. This initiative is to work out an expeditious methodology to allow lateral re-admission of Officer Cadets into engineering course, who have been boarded out from CTWs at CME, MCTE & MCEME during their first three years of training and from IMA, Dehradun during fourth year of training on medical/outdoor training grounds, by allowing them to complete their balance equivalent semester with NIELIT.

SCOPE OF THE MoU

7. This MoU contains two sections:-
- 7.1. **Section I.** Legally Non-Binding (Article 1-5).
 - 7.2. **Section II.** Legally Binding (Article 6 -15).

SECTION I: LEGALLY NON-BINDING

8. **Article 1.** Scope of MoU will be as following:-
- 8.1. This initiative is to work out an expeditious methodology to allow lateral re-admission of Officer Cadets into engineering course, who have been boarded out from CTWs at CME, MCTE & MCEME during their first three years of training and from IMA, Dehradun during fourth year of training on medical/outdoor training grounds, by allowing them to complete their balance equivalent semester with NIELIT.
 - 8.2. NIELIT and ARTRAC hereby, agree to collaborate in making policy guidelines and executive framework to design, develop and implement the transfer of such Officer Cadets who are boarded out from CTW at CME, MCTE, MCEME & IMA, Dehradun on medical/outdoor training ground to NIELIT and its affiliated colleges.
9. **Article 2: Roles and Responsibilities.** The role and responsibilities of Indian Army (MCTE) and NIELIT will include the following:-
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9.1. The academic council of CTW, CME, MCTE, MCEME & IMA Dehradun on behalf of ARTRAC shall be responsible for selection of eligible Officer Cadet who have been boarded out from CTWs based on the genuineness of each case.

9.2. Selected cases will be forwarded to Executive Committee for scrutiny of each case.

9.3. **Executive Committee.** A joint Executive Committee will be formed as per composition given below and shall meet at least once in an Academic Year either physically or by Video Conference:-

9.3.1. Two (02) faculty members nominated by NIELIT.

9.3.2. Two (02) faculty members nominated by affected CTW (including Commander of respective CTW).

9.3.3. One (01) faculty member nominated by IMA, Dehradun (Only for Officer Cadets boarded out during training at IMA).

9.4. **Scope.** Scope of the Executive Committee is as under:-

9.4.1. Obtaining No Objection Certificate (NOC) from JNU by concerned CTW and NOC of the NIELIT.

9.4.2. Matching of syllabus between CTWs & IMA and NIELIT (once in a two-year academic block).

9.4.3. The semester of the Officer Cadets when he was boarded out of the CTW and IMA will be aligned with the 1st/2nd/3rd/4th year level of NIELIT.

9.4.4. Scrutiny of each case of eligible candidates recommended by the Academic Council of CME, MCTE, MCEME & IMA based on the genuineness of the case.

9.4.5. Approved list of eligible candidates forwarded to NIELIT for final ratification and allocation of stream.

9.5. Based on the recommendation of the above mentioned Executive Committee, the case/ report will be prepared for transfer/ admission of Officer Cadets from JNU, New Delhi to affiliated college of NIELIT.

9.6. NIELIT shall provide admission to eligible Officer Cadets, post ratification, to complete their Engineering Degree as per the stream allotted.

10. **Article 3: Payment Terms.** Payment terms and fees shall be governed as per separate Memorandum of Agreement.

11. **Article 4: Break and Re-joining Rules.** The academic break and re-joining, during the program will as per the rules of Indian Army (MCTE) and NIELIT.

12. **Article 5: Other Terms and Conditions.**

12.1. Indian Army (MCTE) and NIELIT warrant that they have obtained all necessary and valid licenses and all approvals, consents, permits, authorizations

from competent authorities for the purpose of the transaction contemplated in this MoU.

12.2. Indian Army (MCTE) and NIELIT shall ensure compliance with all applicable country laws, rules and regulations in fulfilling its entire scope of work for conducting the course.

12.3. Any change in the course structure and/or fee will be undertaken only after a mutual discussion.

SECTION II: LEGALLY-BINDING TERMS

13. Article 6: Intellectual Property Rights (IPR) and Trademark License.

13.1. Intellectual Property refers to the background knowledge, software, tools, methodology, materials, content, data and curriculum owned by NIELIT and/or Indian Army (MCTE). Each Party shall retain ownership rights over the Intellectual Property that is owned by it, at all times i.e., prior, during or after termination of this MoU. It is agreed that any Intellectual Property developed due to joint efforts of the Parties entered during the tenure of this Agreement, shall be considered as being jointly owned and may not be used for purposes other than the furtherance of this collaboration except by prior written consent of the other Party.

13.2. The academic course material, if created jointly by the Parties herein, shall belong to both the Parties, unless it is created individually by one party.

13.3. **Ownership & IPR.** Intellectual property rights, titles or ownership of any products, proprietary information or technology will not be transferred from one party - to another on account of use of the same as part of any work under this MoU and shall always remain with the original owner of the same. Further intellectual property rights that result from collaborative research or any activity under this MoU will be worked out on a case-to-case basis. This shall be consistent with the IPR policies of the two organizations, governed by security considerations, and will preferably be arrived at an agreement prior to the commencement of any specific project/ program.

14. Article 7: Warranties, Indemnification and Limitation of Liability.

14.1. Both the Parties mutually warrant that they have the authority and rights under the law to execute this MoU and carry out the activities contemplated under the same. They further represent and warrant that the MoU has been duly authorized and constitutes a valid obligation, binding and enforceable in accordance with the terms hereof.

14.2. In event of third-party suits, actions, investigations, and proceedings resulting solely and directly on account of wrongful acts, wilful misconduct, or negligence of one Party, such Party shall indemnify the non-defaulting Party for all expenses incurred by the non-defaulting Party or its representatives and Officers pursuant to such third-party suits, actions, investigations, and proceedings. The Party seeking indemnification shall make such a claim in writing informing the indemnifying Party of the claim for which it seeks indemnification. The indemnifying Party shall within 15 days of receipt of such claim have the right to defend itself or agree to settle such claim as it deems appropriate.

14.3. Except in events where the laws of the country provide otherwise, neither Party shall be liable to the other or anyone else for special, collateral, exemplary, punitive, indirect, incidental, or consequential damages (including, without limitation, loss of profits or revenues, loss of savings, loss of use, interruption of business, and the like) over and above the damages specified in this MoU, whether such damages occur prior or subsequent to, or are alleged as a result of, tortious conduct or breach of any of the provisions of this MoU, even if the Party has been advised of the possibility of such damages.

14.4. Each Party agrees to indemnify and hold harmless the other Party for any economic loss or damage suffered by the other Party which refers to or arises from or in connection with the role of defaulting party in relation thereof to the extent economic loss or damage is determined by a court of competent jurisdiction to have resulted primarily from the gross negligence and wilful default by a defaulting party in reference to this MoU.

14.5. Notwithstanding anything mentioned in this MoU, each Party's aggregate maximum liability, whether under contract or tort or in statute or otherwise, shall be limited to the fees earned for the financial year, for the portion of its services giving rise to the liability.

15. **Article 8: Force Majeure.** Neither Party shall bear responsibility for any unforeseeable and unavoidable event. Any non performance or any dispute arising out of force Majeure may be resolved on mutually agreeable terms and conditions including waiver if the circumstances necessitate.

16. **Article 9: Governing Law and Dispute Resolution.** This MoU shall be governed by the laws of India. In case of dispute or difference arising out of or in connection with this MoU, both Parties shall be under an obligation to resolve the dispute, as far as possible, through mutual discussion, in a spirit of understanding and cooperation. In failure of this, the dispute shall be referred to sole arbitrator at Indore, the proceeding of whom shall be governed by Arbitration and Conciliation Act, 1996. Subject to arbitration, the sole jurisdiction thereof shall be the courts in Indore, Madhya Pradesh.

17. **Article 10: Confidentiality.**

17.1. In the course of fulfilling the mutual responsibilities under this MoU, there will be a sharing of information of confidential nature which shall be disclosed, identified and clearly marked as "Confidential". Both parties hereby agree to maintain such information relating to methods, products, services, processes, techniques and other proprietary information in strict confidence and not divulge these to any third party without the express written consent of the other party except as may be necessary in the course of fulfilling mutual responsibilities in or under this MoU. This clause of confidentiality shall extend to the parties' employees and associates/subsidiary companies / concerns.

17.2. The parties each agree to refrain from distributing, disclosing or disseminating the details of armed forces personnel undergoing the courses to any third party and will destroy the records of details held within a period of 15 days upon the party's request or on termination of MoU.

17.3. The parties each agree to refrain from distributing, disclosing or disseminating 'Confidential' information of the other party and its affiliated entities

which is disclosed to it and its affiliated entities in writing, to any person or entity except to the Recipient's employees, consultants and agents who have a need to know and who will be informed about the confidentiality aspects of this MoU in order to maintain the confidentiality of such information.

17.4. Each party's obligation to maintain the confidentiality of the confidential Information of the other party shall expire ten (10) years after the date of disclosure.

17.5. All training materials, drawings and other documents, any copies thereof, or samples which incorporate the Confidential Information of a party shall remain the property of that party and will be destroyed within a period of 15 days upon the party's request or on termination of MoU. The parties each agree that the recipient of Confidential Information shall not remove any copyright, confidential proprietary rights or intellectual property notice(s) attached to or included in any Confidential Information furnished by the other. The recipient shall reproduce all such notices on any copies.

17.6. The restrictions and confidentiality obligations set forth in this MoU shall not apply to the discloser's Confidential Information which:-

17.6.1. Is disclosed upon the advance written authorization of the discloser;

17.6.2. Is disclosed to the Recipient by a third party; or

17.6.3. Is clearly demonstrable that same was known or independently developed by the Recipient prior to such disclosure;

17.6.4. Is in or enters the public domain; or becomes public for no fault of or breach by the receiving party;

17.6.5. Is required to be disclosed by the operation of law, regulation or of decree.

17.7. A party shall not use the Confidential Information of the other for any purpose(s) other than to carry out the purpose(s) under this MoU.

17.8. Nothing contained in this MoU shall be construed as granting to a party a licence, either express or implied, under any patent or copyright owned or obtained, or which is or may be licensable.

17.9. A Party shall not make any press release or other public references or utterances of any kind regarding this MoU, the information received as part of this MoU or the content of this agreement without prior written consent of the other party.

17.10. Each party upon written request from the other party shall return or destroy all confidential information, including any copies thereof, or other tangible forms, which contain any Confidential Information, of the disclosing party.

8. **Article 11: Miscellaneous.**

18.1. This MoU does not create any joint venture, partnership, agency, or employment relationship between the Parties. NIELIT and Indian Army (MCTE) are

independent contractors with respect to one another under the terms of this MoU. Neither Party shall have the authority to legally bind the other Party to any contract, proposal or commitment or to incur any debt or create any liability on behalf of the other.

18.2. Both the Parties agree that all notices that may or must be given under the provisions of this MoU shall be delivered by email, speed-post, registered post or by acknowledged hand-delivery. In the case of notice sent at registered/known email of the Party, then the same shall be deemed to be delivered to the addressee at the end of the day on which it is sent. In the case of speed-post, registered post, or acknowledged hand delivery, delivery shall be deemed to have been made on the date of acknowledgment of delivery.

18.3. Notices to NIELIT shall be directed to the Director of the Institute having e-mail id as alok@nielit.gov.in.

18.4. Notices to Indian Army (MCTE) shall be directed to Brigadier Administration/ General Staff, MCTE Mhow having e-mail id as malwa.5018@gov.in.

18.5. This MoU shall not be modified or amended except in writing signed by designated representatives of both the Parties. In the event of an express conflict between the terms of this MoU and the terms of any MoU signed subsequent to the effective date, the provisions of the latter would supersede the former. If any provision is held by a court of law as contrary to law, such provision shall be limited or eliminated to the minimum extent necessary through an addendum to this MoU.

18.6. Non-Discrimination Both the Parties agree not to discriminate any participant on the basis of religion, race, creed, national or ethnic origin, gender/sex, age, handicap, political affiliation, sexual orientation or disability.

19. **Article 12: Term/Duration.** The MoU shall be initially valid for a period of Six years from the date of signing of this MoU. The Parties may extend the term of this MoU for additional period as desired under mutually agreeable terms and condition which shall be reduced to writing and signed by the Parties.

20. **Article 13.** Following are points of contact: -

NIELIT contact:

Name: Dr. Alok Tripathi

Designation: Director NIELIT

Address & Contact: NIELIT Bhawan, Plot No. 3, PSP Pocket, Sector-8, Dwarka, New Delhi-11007

Tel: 7992381565

Email: alok@nielit.gov.in

Indian Army (MCTE), Mhow contact:

Designation: Colonel General Staff (Training), MCTE

Address & Contact: HQ MCTE, Mhow, Indore 453441, Madhya Pradesh (India)

Email: malwa.5018@gov.in

21. **Article 14: Anti-Corruption.** Each Party agrees, with respect to any activities undertaken relating to this Agreement, to comply with the provisions of all applicable Laws related to corruption in India viz. the Indian Penal Code, 1860, The Prevention of Corruption Act, 1988, The Benami Transactions (Prohibition) Act, 1988 and The Prevention of Money Laundering Act, 2002 and other relevant laws applicable globally in

this regard (the "Legislation"). Each Party agrees to ensure that it and all of its Representatives who are engaged in implementing this Agreement are knowledgeable regarding the purpose, provisions and principles of Legislation, Each Party further agrees to take appropriate steps to ensure that it and such Representatives, in the implementation of this Agreement, will comply with the Legislation and will not take any action which would cause such Party to be in violation of the Legislation.

22. Article 15: Termination.

22.1. Either Party may with immediate effect terminate this Agreement hereunder in writing without liability at any time, if

22.1.1. If any law or action is taken by any governmental authority which render the Agreement unenforceable or makes it impossible for either Party to perform its obligations hereunder,

22.1.2. The other Party commits a material breach of any of the provisions of this Agreement and either such breach is incapable of remedy or, if capable of remedy, it fails to remedy such breach within thirty (30) days after service of a notice on it by the Party not in breach giving particulars of the breach and requiring such breach to be remedied.

22.2. Both Parties shall have the right to terminate this MoU with prior notice of one month.

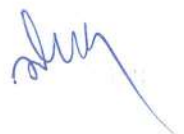
22.3. Notwithstanding anything contrary mentioned in this MoU, Indian Army (MCTE) shall have the right to forthwith terminate this MoU upon happening of any of the following events:-

22.3.1. If NIELIT does not perform its duties and obligations under this MoU in a professional manner; or

22.3.2. If any representation made or warranties given by the NIELIT under this MoU is found to be false or misleading; or

22.3.3. If at any stage the NIELIT abandons the rendering of its services.

IN WITNESS HEREOF, the duly authorised representative of the parties execute and make this MoU effective as on the date on which it is signed by the signatories first above written.



For Indian Army (MCTE)

Signature:

Name: Major General Gautam Mahajan,
Sena MedalDesignation: Deputy Commandant &
Chief Instructor

Date: Dec 2025

Witness - I

Signature:

Name: Brigadier M S Randhawa

Designation: Brigadier General Staff

Date: Dec 2025

Witness - II

Signature:

Name: Colonel Ashok Bisht

Designation: Commander, Cadets
Training Wing

Date: Dec 2025

SPOC:

Signature:

Name: Prof Dr Krishan Berwal

Designation: CGO, FCE

Date: Dec 2025

For NIELIT University

Signature:



Name: Dr. Madan Mohan Tripathi

Designation: Director General & Vice
Chancellor

Date: Dec 2025

Witness - I

Signature:

Name: Dr. Alok Tripathi

Designation: Director

Date: Dec 2025

Witness - II

Signature:

Name: Mr Himanshu Mohan

Designation: Joint Director

Date: Dec 2025

SPOC:

Signature:

Name: Mr Sharad Dixit

Designation: Assistant Director

Date: Dec 2025