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**UNITED SERVICE INSTITUTION OF INDIA**  
Founded : 1870

Rao Tula Ram Marg  
(Opposite Signal enclave)  
Post Bag No 8, Vasant Vihar P.O  
New Delhi-110057

1334/NIELIT/CANB/023/USI

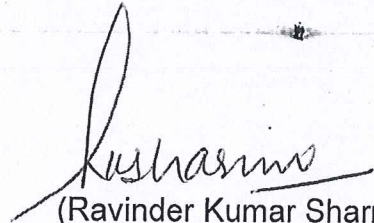
23 Aug 2024 .

National Institute of Electronics &  
Information Technology (NIELIT)

**MEMORANDUM OF UNDERSTANDING**

1. One copy of MoU duly completed in all respect is forwarded herewith for your records please.

Encls : As above

  
(Ravinder Kumar Sharma)  
Col (Retd)  
Asst Director CANB-USI





## MEMORANDUM OF UNDERSTANDING

Between

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

And

**United Service Institution of India (USI)**

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and executed on 14th August 2024 at New Delhi, India.

### BY AND BETWEEN

**The National Institute of Electronics & Information Technology**, an Autonomous Scientific Society under the administrative control of the **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

**United Service Institution of India**, a premier national security and defense think tank dedicated to research, education, and policy development in military and strategic affairs, having its office at Rao Tula Ram Marg, Vasant Vihar, New Delhi-110057, **hereinafter called "USI,"** 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.

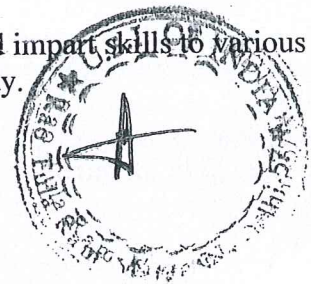
**WHEREAS**, NIELIT is set up to carry out Human Resource Development and related activities in the field of Information, Electronics & Communications Technology (IECT). NIELIT is engaged both in Formal & Non-Formal Education in the area of IECT besides the development of industry-oriented quality education and training programs in the state-of-the-art technologies.

**WHEREAS**, USI is an esteemed institution engaged in advancing research and training in national security and defense, focusing on enhancing the capabilities of the armed forces and other stakeholders through education, dialogue, and strategic initiatives.

**AND, WHEREAS**, both parties have held discussions and have agreed on collaboration with the purpose of synergizing their mutual strengths in the public interest and delivering a larger good for society.

### Purpose

To jointly develop technologically driven solutions for capacity building and impart skills to various stakeholders with particular emphasis on comprehensive defence and security.



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

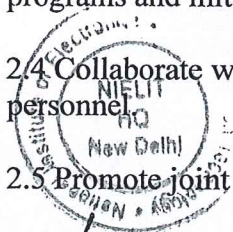
## **1. SCOPE OF COLLABORATION**

- 1.1 Joint Skilling Programs:** Develop and implement training programs focused on cybersecurity, digital forensics, and emerging technologies for Agniveers, retired defense personnel, and other stakeholders.
- 1.2 Infrastructure Sharing:** Utilize USI's facilities, such as conference halls and board rooms, for conducting workshops, seminars, and training sessions in collaboration with NIELIT.
- 1.3 Research and Development:** Collaborate on research projects aimed at enhancing national security through technological innovation and strategy development.
- 1.4 Capacity Building:** Organize joint conferences, workshops, and seminars to foster dialogue and knowledge exchange between academia, industry, and government sectors including retiring personnel from defence services and Agniveers..
- 1.5 Curriculum Development:** Co-develop educational materials and curricula tailored to the needs of military personnel and defense-related stakeholders.
- 1.6 Consultancy and Advisory Services:** Provide expert consultancy and advisory services to governmental and non-governmental organizations on matters related to cybersecurity, defense, and strategic affairs.
- 1.7 Public Awareness Initiatives:** Engage in activities aimed at raising awareness about cybersecurity and defense strategies among the general public and specialized audiences.

## **2. ROLES AND RESPONSIBILITIES**

### **Roles and Responsibilities of USI:**

- 2.1 Provide access to USI's facilities and resources for joint training and educational activities.
- 2.2 Facilitate collaboration between NIELIT and defense-related entities for research and capacity-building projects.
- 2.3 Offer expert insights and advisory support on military and strategic affairs to enhance training programs and initiatives.
- 2.4 Collaborate with NIELIT on developing specialized curricula and training materials for defense personnel.
- 2.5 Promote joint initiatives through USI's networks and platforms to maximize impact and outreach.



### **Roles and Responsibilities of NIELIT:**

- 2.6 Design and deliver state-of-the-art training programs in cybersecurity, digital forensics, and emerging technologies tailored to the needs of defense personnel.
- 2.7 Provide technical expertise and resources for joint research and development projects with USI.
- 2.8 Collaborate with USI to organize events, workshops, and seminars aimed at capacity building and knowledge sharing.
- 2.9 Develop educational content and materials in partnership with USI for dissemination among military and civilian audiences.
- 2.10 Utilize NIELIT's networks to promote joint initiatives and foster partnerships with industry and academia.
- 2.11 Provide continuous support and resources to ensure the successful implementation of agreed-upon initiatives.

### **3. IMPLEMENTATION PROCESS**

NIELIT and USI will identify their respective nodal officers to define the framework, including the feedback process, and coordinate this initiative. Both parties may also form a sub-committee to deliberate upon the implementation methodology and to guide and monitor the progress of the implementation of the MoU.

### **4. FEE**

If Parties envisage any project requiring payment of fees then both Parties will sign a separate addendum on a project-to-project basis. A steering committee comprising key functionaries from both sides will be formed to discuss the modalities, including financial management of the programme.

### **5. TERMS 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.



## 6. DELIVERABLES & REPORTING

All deliverables and reports pertaining to the project shall be elaborated in the proposal to be shared, whenever required.

## 7. OBLIGATION OF THE PARTIES

The parties agree to display NIELIT and USI logos, in relation to a project on the 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 USI shall ensure that all the project obligations are met as per the project-wise addendum, which is to be executed separately.

## 8. 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.

## 9. OTHER TERMS & CONDITIONS

- **Amendment:** The MoU shall be amended only by written mutual consent of both the parties of the MoU.
- **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 the Force Majeure Event. For the purposes of this clause, "Force Majeure Event" means circumstances beyond the 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 the date of receipt by any other means of delivery.





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, New Delhi-110077

## **USI**

Rao Tula Ram Marg, Vasant Vihar,  
New Delhi-110057

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

## **10. 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 of the parties must intimate the other party of such disclosure at least Five (5) days before submitting the information to the statutory bodies.

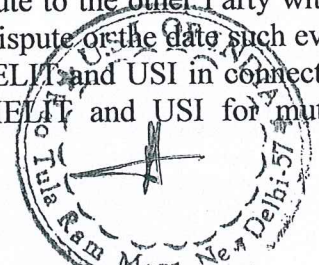
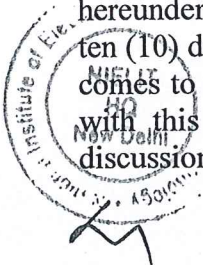
The Parties shall not during or after the termination of the MoU disclose to any third party any confidential information arising from the MoU (other than in the proper performance of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction) except with the 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 business, or technical matters of both Parties.

## **11. 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 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 USI in connection with this MoU shall be referred to the designated officials of NIELIT and USI 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 cannot 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 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, Delhi

Name: Rajesh K. Arora

Designation: HO

Stamp: 

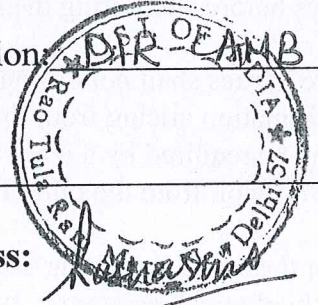
Witness: 

1. ANUBHAV TIWARI  
CHIEF INNOVATION OFFICER  
NIELIT

For USI, Delhi

Name: PAWAN ANAND(R), AVSM  
MAJ GEN

Designation: DIR OF CAMB

Stamp: 

Witness: 

1. RAVINDER KUMAR SHARMA  
ASST DIR  
USI - CAMB