

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 bring together the industry, institutions and academia for the development of better and skill oriented all round professionals to contribute to national development.

ABOUT ABV-IIITM: Indian Institute of Information Technology and Management (IIITM) in Gwalior, Madhya Pradesh is an autonomous institute set by Government of India, MHRD (Presently Ministry of Education, Govt. of India) in 1997. This institute was created for facilitating higher education, research, and consultancy in various core areas of information technology (IT), business management, Nanoelectronics and other related domains. Initially started as IIITM, this institute was prefixed with ABV in 2002 to honour the Prime Minister Atal Behari Vajpayee. Besides the IT and Management, the institute has given full freedom to other disciplines like Applied sciences and humanities and progressing on the concept of interdisciplinary R & D and developing the internationally competent and skilled workforce for the society. ABV-IIITM Gwalior is the first centrally funded IIIT and an institute of national importance, declared by the Govt of India through IIIT act 2014. The institute is committed for taking academics to unprecedented levels of brilliance and efficiency at national and international level. In this generation of excellence and specialization we aim at achieving an education standard that is comparable to the best globally. Academics at our institute is focused on advancement of knowledge and systematic understanding of course materials and their application areas.

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 programmes in the state-of-the-art areas.

This Memorandum of Understanding (hereinafter called as the 'MOU') is signed on ..20th day of April 2023 at ...NIELIT, Delhi, India.



By and between:

Atal Bihari Vajpayee-Indian Institute of Information Technology and Management (ABV-IIITM), Morena Rd, IIITM Campus, Gwalior, Madhya Pradesh 474015, The First Party, having the campus in Gwalior, Madhya Pradesh, India, hereafter, referred to as "ABV-IIITM" which expression, unless repugnant to the text or context thereof shall include its successors, affiliates and permitted assigns, of the First Party

AND

The 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 Second Party.

And have hereby 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 ABV-IIITM and NIELIT.

Section-2.0: Objective:

To develop skilled manpower in the domains of interest such as management, technology, finance, Emerging Technologies etc. through participatory mode such as summer internships, placements, field visits, etc.

Section-3.0: Engagement and Scope:

The scope of the Memorandum of Understanding is as under -

- (a) To design and deliver a training and certification programme in the domain for academicians and industry professionals at the national and international level;
- (b) To undertake collaborative research/consultancy in the relevant domains and new areas of expertise with the involvement of teams from ABV-IIITM and NIELIT. The option of getting such research activities funded by the Govt. and other similar bodies may be explored.
- (c) To mutually plan and conduct lectures/ workshops/ symposia/ conferences/ other similar events in mutually agreeable areas at the national/international level.
- (d) To have corporate training programs for employees on need basis against a



- payment to be mutually decided.
- (e) To make offer to students for paid/unpaid summer internships, placements, field visits, academic projects, and exchange in areas of common interests.
 - (f) To offer NIELIT's Virtual Academy Platform and IT Infrastructure along with Remote Hardware/Virtual Lab facility to ABV-IIITM on mutually agreed terms.

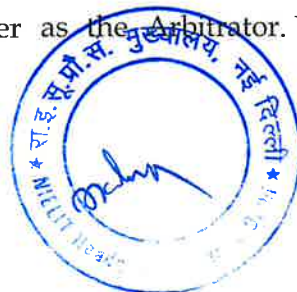
Section-4.0: Duration of Engagement:

This MOU will be valid for a period of 3 years from the date of signing. Once the initial period of 3 years is over, the MOU will 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-5.0: Governing Law and Dispute Resolution

This MOU shall be governed by and constructed in accordance with the laws of India

- (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 disputeto 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 ABV-IIITM and NIELIT in connection with this MoU shall be referred to the designated officials of ABV-IIITM and NIELIT for mutual discussions and negotiations. If no settlement can be reached through mutual discussions and negotiations within [15 days] of either ABV-IIITM or, NIELIT, delivering a notice of the dispute to the other Party, then such matter shall be finally settled by arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any other statutory amendments or modifications thereof ("Arbitration Act"). 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 theCourt, by way of filing a petition under section 11 of the Arbitration and Conciliation Act, 1996 and seek 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; and
- The decision of the arbitrator(s) shall be final and binding on the Parties.

In Witness Whereof, the Parties have set their hands and seals hereto on the day and date first mentioned.

The ABV-IIITM, Gwalior

The NIELIT, New Delhi


20/4/23


20/4/2023
(Dr. M. M. Tripathi)
DG, NIELIT

For ABV-IIITM, Gwalior

For NIELIT, New Delhi

By: S.N. Singh


By: Dr. M. M. Tripathi

Title: Director, ABV-IIITM

Title: DG, NIELIT

Witness:

1.


Prof Prerna Gaur

Witness:

2.


20/4/2023 -
(SHEETAL CHOPRA)