



MoU
Between

**National Institute of Electronics and
Information Technology, New Delhi**

and

**Larsen & Toubro Skill Trainers
Academy, Mumbai**

This Memorandum of Understanding (MoU) made and entered into on the 25th April 2023 by and between the following two entities collectively referred to as "Parties" and each referred to individually as "Party".

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.

Larsen & Toubro Skill Trainers Academy, Mumbai:

Larsen & Toubro has set up a Skill Trainers Academy (STA) at Madh Island, Mumbai ("hereinafter referred to as "L&T STA") exclusively dedicated to Training of Trainers and Assessors (ToT/ToA) from the Skilling Ecosystem. This initiative is also a contribution from L&T to the vision of our Prime Minister to make India the Skill Capital of the World. The ToT will be a 10-day program based on the curriculum developed by a joint effort of Singapore Polytechnic and NSDC with a focus on pedagogy skills or 'how to teach'. The Academy has a world class infrastructure with well-equipped classrooms, laboratories and workshops. The program is residential facilitated by a well-maintained hostel with twin-sharing accommodation. The faculty comprises of 35+ Master Trainers who come with a rich experience of several years in key positions in L&T. They combine a passion for training with deep domain knowledge. L&T STA aims to transform the Skill Trainers landscape in the country by 'Raising the Bar' in the training ecosystem.



A. Objectives of the MoU:

NIELIT New Delhi, in its plan to be an interface between industry and institution, is expanding its partner networks both in academia and industry. As part of this network expansion programme, NIELIT New Delhi and L&T STA, Mumbai intend to collaborate for scientific and technology development in the specific areas as identified below:

1. Sharing of knowledge of Industry experts in NIELIT Training and Academic programmes; Industrial training for trainers; Sharing of media, scientific and other facilities.
2. Establishment and expansion of partner networks.
3. Tailor made training for employees of industry in the areas of management, pedagogy, technology and content.
4. Identification of Industry R&D problems and assigning to NIELIT Research scholars.
5. Joint workshops and conferences.
6. Collaboration for Training and Research projects.
7. To collaborate for joint academic programmes for specific industry requirements.
8. Documentation of industrial knowledge and shop floor practices.

This MoU is non-binding on the Parties and is intended to identify specific areas for prospective collaboration between the Parties and achieve the aforementioned objectives. All objectives and activities under the scope of this MoU will be driven by identified senior members from both the sides. NIELIT & L&T STA will nominate Nodal Officers to achieve the Objectives of this MoU

B. Duration / Term of the MoU:

- a) This MoU shall be valid for a period of three (3) years from the date of execution and may be extended by mutual agreement, after the expiry of this MoU.
- b) This MoU is a document of good faith and implementation of the MoU would be monitored at regular intervals.

C. Changes / Amendment:

No change can be made to this MoU without written consent and duly signed by the Parties. Additions, deletions and/or alterations to this MoU may be affected by way of addendum in writing by the Parties to this MoU concerning the changes. Documents containing such additions, deletions and/or alterations and signed by the Parties shall form addenda to this MoU and be deemed to be part of this MoU.

D. Confidentiality:

1. Parties agree to hold in confidence all information/data designated by the Parties as being confidential which is obtained from either Party or created during the performance of the Agreement and will not disclose the same to any third party without written consent of the other Party.



2. The above confidential clause excludes the information/data possessed by either Party before entering into this Agreement or independently developed and/or information already available through public domain. The confidentiality clause shall also exclude information disclosed pursuant to any order/direction/request of any judicial/statutory or government authority.

3. This clause shall survive for a period of one (1) year after the date of termination or expiration of this Agreement.

E. Termination:

Either Party can terminate this MoU after serving 1 (one) months' notice in writing if there is failure/breach of understanding or default by other Party other than on force majeure grounds, provided that any such termination shall not affect any scheme/project which has not been fully completed at such time, unless the Parties agree otherwise in writing.

F. Limitation of Liability

Neither Party shall be liable to the other Party for any indirect, incidental, consequential or special damages, including but not limited to loss of profits, loss of investment, loss of opportunities, loss of goodwill or reputation.

At the time of termination neither Party shall be liable to other hereunder nor in relation hereto for more than the fees paid, including the amounts invoiced but not yet paid.

G. Force Majeure:

Neither Party shall be liable to the other for failure or delay in the performance of any of its obligations under this MoU for the time and to the extent such failure or delay is caused due to acts of God, natural disaster, fire, floods, explosions or earthquake, epidemic or quarantine restrictions, pandemic, serious accidents, war, insurrection or riots, strikes, governmental act, orders or restrictions or Labour troubles, or any other cause beyond the affected Party's reasonable control, provided that sufficient notice of such occurrence of force majeure is communicated to the other Party and the affected Party shall do everything reasonably practicable to resume performance.

H. Governing Law and Dispute Resolution

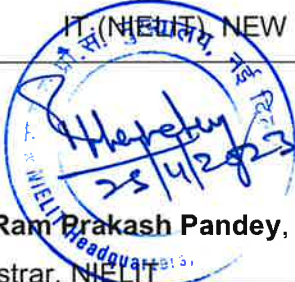

- i. This MoU shall be governed by and constructed in accordance with the laws of India and the courts of Delhi shall have exclusive jurisdiction over any disputes hereunder.
- ii. The Parties shall attempt to amicably settle all disputes arising out of this MoU and the obligations hereunder ("Dispute"). 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 the Parties in connection with this MoU shall be referred to the designated officials of L&T STA



and NIELIT for mutual discussions and negotiations. If no settlement can be reached through mutual discussions and negotiations within [15 days] of either Party 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"). All Disputes and differences of any nature whatsoever arising between the Parties in connection with this MoU shall be referred to a sole arbitrator to be mutually appointed by the Parties. With respect to such arbitration, the following provisions shall apply:

- The arbitration proceedings shall be conducted in English;
- The seat of arbitration shall be at Delhi;
- 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 have executed this MoU on 25th April 2023.

NATIONAL INSTITUTE OF ELECTRONICS & IT (NIELIT), NEW DELHI	LARSEN & TOUBRO, SKILL TRAINERS ACADEMY (L&T, STA), MUMBAI
 Sh. Ram Prakash Pandey, Registrar, NIELIT	 Sh. Bhuvan Damahe, Head, L&T STA L&T Skill Trainers Academy Main Campus, Near Custom House, Opposite Marve Jetty, Madh, Mumbai, Maharashtra - 400 061.

Witness:

1. 

2. 
25/4/2023

Witness:

1. 

2. 
(Ashish Sahasrabudhe)