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Second Party : CHHATTISGARH SWAMI VIVEKANAND TECHNICAL UNIVERSITY
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Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

NATIONAL INSTITUTE OF ELECTRONICS & INFORMATION TECHNOLOGY (NIELIT)
&
CHHATTISGARH SWAMI VIVEKANAND TECHNICAL UNIVERSITY (CSVТУ)

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S.K. Shrivastava

[Signature]

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MoU

By and Between

**NATIONAL INSTITUTE OF ELECTRONICS & INFORMATION TECHNOLOGY
(NIELIT)**

&

**CHHATTISGARH SWAMI VIVEKANAND TECHNICAL UNIVERSITY
(CSVТУ)**

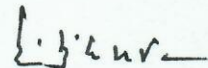
PREAMBLE: The recent Indian educational policy framework, including the National Education Policy 2020, underlines the need for building skill-based capacity in the Indian youth through leveraging the capacity and capability of different institutions. To harness the same, it is important to enter into 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.

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MoU) is made and entered into on 09th day of June, 2023 by and between:

The **National Institute of Electronics & Information Technology (NIELIT)**, NIELIT Bhawan, Plot No. 3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077, hereafter, 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.

and



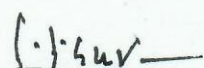
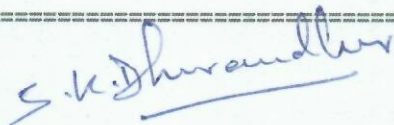
The **Chhattisgarh Swami Vivekanand Technical University (CSVТУ)**, established by an act (No. 25 of 2004) of legislature passed by the Chhattisgarh State Govt. Assembly vide notification no. 639/21-A/Praroopan/04 dt 21st January 2005 having its campus at Nevai, Bhilai, Distt.-Durg-Chhattisgarh, Pincode - 491107.

Herein after referred as **CSVТУ** which expression shall where the context so admits or implies include its heirs, executors' successors and permitted assignees.

Section 1.0: AIMS & OBJECTIVES:

The CSVТУ and NIELIT foresee that there is a vast scope of upcoming technical innovations as there is continuous progress in industrial and other allied sectors. Both parties agree to strive hard to provide all possible technical support to these sectors for upliftment of the IECT related activities of the region/country. The broad objectives of MoU are listed below:

1. Opening NIELIT Centre in CSVТУ Campus.
2. To conduct Internship programme for CSVТУ students in NSQF aligned/ emerging technologies / future skills programmes of NIELIT.
3. To conduct Faculty development programme for CSVТУ by NIELIT & vice versa.
4. Design and Development of joint Training programme and joint certification by NIELIT and CSVТУ. Revenue generated through these joint training programs may be shared between NIELIT & CSVТУ on mutually agreed terms which will be signed/agreed by NIELIT & CSVТУ via separate agreement/MoU/letter from time to time.
5. Submission of joint R&D project to Government and Non-Government organizations to seek funding support. Revenue generated through these projects may be shared between NIELIT & CSVТУ on mutually agreed terms which will be signed/agreed by NIELIT & CSVТУ via separate agreement/MoU/letter from time to time.
6. Any other joint collaborative activities envisaged from time to time.
7. To design and deliver training and certification programme in Emerging Technologies, Cyber Forensics, Cyber Security etc. for academicians and industry professionals at the national and international level;
8. To undertake collaborative research/consultancy in the relevant domains and new areas of expertise with the involvement of teams from CSVТУ and NIELIT. The option of getting such research activities funded by the Govt. and other similar bodies may be explored.
9. To mutually plan and conduct lectures/ workshops/ symposia/ conferences/ other similar events in mutually agreeable areas at the national/international level.



10. To offer NIELIT's Virtual Academy Platform and IT Infrastructure along with Remote Hardware Smart Lab/Virtual Lab facility to CSVTU on mutually agreed terms.
11. To mutually consider Faculties of CSVTU & NIELIT for Higher Education, Quality Improvement Program (QIP), Student Exchange Program, High End Training etc.

Section 1.1: DUTIES AND RESPONSIBILITIES OF CSVTU:

1. To provide suitable built up space to NIELIT to start its activities.
2. To provide internet Node at NIELIT premises in CSVTU.
3. The CSVTU shall extend to NIELIT the use of facilities of laboratory, library, and other facilities available at the university on mutual agreeable basis.
4. The CSVTU shall provide such other infrastructure/building related certificates as it feels necessary and appropriate as per the rules & regulations of the CSVTU.

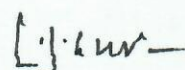
Section 1.2: DUTIES AND RESPONSIBILITIES OF NIELIT:

1. To furnish the built-up space with required furniture, Computers, LAN and any other basic amenities for smoothly conduct the activities of NIELIT.
2. NIELIT will pay the Electricity Bills consumed for its activities.
3. NIELIT shall conduct Degree/Diploma & Skilling courses (full time / part time etc.) related to IECT and allied fields at its campus.
4. NIELIT shall submit the proposal to the CSVTU/ intimate the CSVTU for Introduction of new formal courses with joint certification in future.
5. NIELIT will start certificate course jointly with CSVTU.

Section 2: SCOPE OF THE MOU

1. The CSVTU and NIELIT are pleased to enter into this Memorandum of Understanding and strongly believe that such an understanding would lead to a continuing period of meaningful interaction, cooperation and exchange of information and ideas for mutual benefit and benefit of the people of India.
2. The CSVTU and NIELIT value the spirit of this MoU and could spare no efforts to continuously strengthen and develop the various clauses of this MoU.





3. This MoU shall be extended for such period and on such further understanding as may be deemed necessary from time to time.
4. Draw the attention of top management in case of any interface or operational problems.
5. Mutual academic and other issues shall be discussed through Joint Consultative Committee (JCC) consisting three members from CSVTU & three members from NIELIT. Senior most Professor of the CSVTU will chair the meeting.

Section 3: INTELLECTUAL PROPERTY

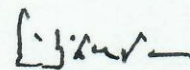
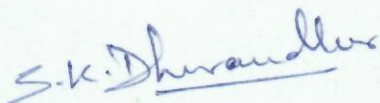
All Intellectual Property, including, but not limited to, copyrights, software and database rights, patents, trade secrets, trademarks, rights in designs and all other Intellectual Property or other proprietary rights ("Intellectual Property") owned by one Party prior to the date of this MOU will continue to be owned by that party. All Intellectual Property rights made available by one Party to the other Party in connection with this MOU, or otherwise, will remain the sole property of, and vest in, the first Party or its licensors. Neither Party will gain, by virtue of this MOU, any rights in or to any Intellectual Property rights owned by the other Party. Any Intellectual Property rights created by one Party without use of or reference to the Intellectual Property rights or Confidential Information of the other Party will be and will remain the sole and exclusive property of the first Party.

Section 4: FORCE MAJEURE

For the purpose of this MoU, the expression "Force Majeure" shall mean any cause affecting the performance of a party of its obligations arising from acts, events, omissions, happenings, or non-happenings, beyond its reasonable control including (but without limiting the generality thereof) Governmental Regulations, fire, flood, earthquake, strikes, or any other disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening shall only be considered Force Majeure if it is not attributable to willful act, neglect or failure to take reasonable precautions of the affected party. Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever, including but not limited to any damages or abetment of charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavors to continue to perform or resume performance of such obligations hereunder for the duration of such Force Majeure event.

Section 5: 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 further, 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 three month.



Section-6: ARBITRATION & JURISDICTION

1. Both the CSVTU and NIELIT agree that provisions/content in this MoU do not create any legal obligations between the parties.
2. In the event of any misunderstanding and differences between the parties hereto, such misunderstanding / differences shall be resolved amicably by mutual discussions.
3. It is, hereby, agreed between NIELIT & CSVTU that if any dispute arises between the two which is not resolved with mutual consent, in that case, the matter / dispute shall be referred to an Arbitrator who shall be appointed with mutual consent. With respect to such arbitration, the place of arbitration shall be at Delhi.

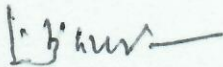
Signature of the Memorandum of Understanding (MoU)

This Memorandum of Understanding (MoU) is entered into on this day of 9th June 2023.

This MoU has been executed in two originals. One of these has been retained by the NIELIT and the other by CSVTU.

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

The CSVTU



For CSVTU, Bhilai

REGISTRAR

CSVTU, BHILAI (C.G.)

By: _____

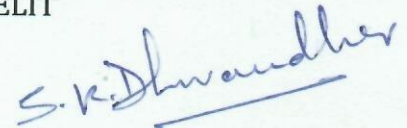
Title: Registrar, CSVTU

Witness:

1.

(SANJAY AGRAWAL)

The NIELIT



for.

For NIELIT, New Delhi

(DR. SANJAY KUMAR DHURANDHER)

By: _____

Title: Director General, NIELIT

Witness:

1.

(SHEETAL CHOPRA)