

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 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.

ABOUT Dr. A. P. J. ABDUL KALAM TECHNICAL UNIVERSITY:

Dr. A.P.J. Abdul Kalam Technical University (AKTU)(formerly UPTU) was established by the Government of Uttar Pradesh, vide Act Amendment No. 1156(2) LXXIX-V-1-15-1(Ka), 24-2015 dated Sept 9, 2015 Uttar Pradesh Adhiniyam Sankhya 23 of 2000. Under the University Act, 'Technical Education' includes programmes of education, research and training in Engineering, Technology, Architecture, Town Planning, Pharmacy, Applied Arts & Crafts and such other programmes and areas that the central Government may in consultation with All India Council for Technical Education (AICTE) by notification in Gazette declare.

This Memorandum of Understanding (hereinafter called as the 'MOU') is signed on 15th day of September 2023 at Lucknow, India.



By and between:

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 First Party.

AND

Dr. A.P.J. Abdul Kalam Technical University (AKTU)(formerly UPTU) Vistar Yojna, AKTU CDRI Rd, Naya Khera, Jankipuram, Lucknow, Uttar Pradesh 226031, and its 764 affiliating colleges/institutions hereby referred to as "AKTU" which expression, unless repugnant to the text or context thereof shall include its successors, affiliates 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 AKTU and NIELIT.

Section-2.0: Objective:

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

Section-3.0: Engagement and Scope:

The scope of the Memorandum of Understanding is as under -

- (a) To design and deliver training and certification programmes 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 AKTU and NIELIT.
- (c) To mutually plan and conduct lectures/ workshops/ symposia/ conferences/ other similar events in mutually agreeable areas at the national/international

level.

- (d) To mutually conduct Faculty Development Programmes as per the expertise on need basis on mutually agreed terms.
- (e) To jointly conduct Corporate training programmes for Govt. organizations/PSUs/Industry professionals on mutually agreed terms.
- (f) To offer to students summer internships, placements, field visits, academic projects, and exchange in areas of common interests.
- (g) To extend the Smart Lab facility developed by NIELIT Calicut to AKTU and its affiliated colleges.
- (h) To adopt the NSQF training programs of NIELIT as Credit Courses by AKTU for the purpose of NEP Implementation in the University and its affiliated colleges.
- (i) To extend the Cyber Security/Cyber Forensic courses of NIELIT to the Students and Faculty of AKTU and its affiliated colleges.
- (j) To extend the Artificial Intelligence(AI) training run by NIELIT through India AI Lab to AKTU and its affiliated colleges in Hub and Spoke Model.
- (k) To offer NIELIT's Virtual Academy Platform along with Virtual Lab facility to AKTU and all colleges affiliated to AKTU as per NIELIT policy.
- (l) To extend the infrastructure and Lab Facility of AKTU and its affiliated colleges for conduction of various exams by NIELIT in online/Offline mode on Payment basis.
- (m) To mutually consider Faculties of AKTU and its affiliated colleges & NIELIT for Higher Education, Quality Improvement Program (QIP), Student Exchange Program, High End Training etc.

Section-4.0: 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-5.0: 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-6.0: 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 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 AKTU and NIELIT in connection with this MoU shall be referred to the designated officials of AKTU and NIELIT for mutual discussions and negotiations. If no settlement can be reached through mutual discussions and negotiations within [15 days] of either AKTU 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 the Court, 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:



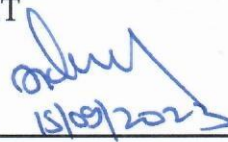
- The arbitration proceedings shall be conducted in English;
- The place of arbitration shall be at Delhi;
- In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at Delhi shall have exclusive jurisdiction;
- The costs of arbitration shall be borne as determined 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 AKTU



The NIELIT


15/09/2023

For AKTU, Lucknow, U.P.

For NIELIT, New Delhi


By: Vice-Chancellor

By: Prof M. M. Tripathi


Title: Dr Jai Prakash Pandey

Title: Director General

Witness:

1. 
Training & Placement

Witness:

1. 
(Dr. D. K. Mishra)
Director, NIELIT
Gorakhpur