

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. B.R. Ambedkar National Law University, Sonapat (DBRANLU):

Dr. B.R. Ambedkar National Law University, Sonapat (DBRANLU) was established by the State Government of Haryana in the year 2012 vide State Legislature Act No. 15 of 2012 in the education hub of India; Rajiv Gandhi Education City, Rai, Sonapat. DBRANLU holds the distinction of being the only National Law University in Haryana. The primary objective of DBRANLU is to evolve and impart comprehensive legal education, including distant and continuing legal education. The university also actively engages in socially relevant interdisciplinary research with the broader goal of achieving political, social and economic justice.

This Memorandum of Understanding (hereinafter called as the 'MOU') is signed on 5th day of January 2024 at DBRANLU, Sonapat, Haryana, 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. B.R. Ambedkar National Law University, Plot No. 5, Rajiv Gandhi Education City Rai, Sonapat Haryana 131029 hereby referred to as "DBRANLU" 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 chart of listed below:

Section-1.0: MOU Signatories:

The signatories of the MOU will be NIELIT and DBRANLU Sonapat.

Section-2.0: Objective:

To develop skilled manpower in the domains of Cyber Security, Artificial Intelligence, Cyber Law, Cyber Forensic etc. through participatory mode such as formal & non-formal training programs, summer internships, placements, field visits, workshops, conferences, exchange of Academic and non-Academic Staff to their respective campus etc.

Section-3.0: Engagement and Scope:

The scope of the Memorandum of Understanding is as under –

- (a) To mutually collaborate, design and deliver formal (Diploma/Degree) & non-formal training programmes in Cyber Law, Cyber Security, Cyber Forensic, Artificial Intelligence, Legal Awareness, Copyright, Intellectual Property Right, Public policy and governance, Entrepreneurship and in the domain of mutual

- interest for students, academicians and industry professionals at the national and international level on mutually agreed terms.
- (b) To undertake collaborative research/consultancy in the relevant domains and new areas of expertise with the involvement of teams from DBRANLU Sonapat 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/Employee Development Programmes as per the expertise on need basis on mutually agreed terms.
 - (e) To offer NIELIT students summer internships, field visits, academic projects, and exchange in areas of common interests.
 - (f) To offer NIELIT training programs to DBRANLU Sonapat on mutually agreed terms.
 - (g) To collaborate with NIELIT and offer training programs through NIELIT Virtual Academy and any other training platform of NIELIT or DBRANLU on mutually agreed terms.

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, in the following manner:

- (a) The Parties shall attempt to amicably settle all disputes arising out of this MoU and the obligations here under ("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 DBRANLU Sonapat and NIELIT in connection with this MoU shall be referred to the designated officials of DBRANLU Sonapat and NIELIT for mutual discussions and negotiations. If no settlement can be reached through mutual discussions and negotiations within [15days] of either DBRANLU Sonapat 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, the neither 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 here to on the day and date first mentioned.

The DBRANLU

The NIELIT


5/11/2024

For DBRANLU, Sonapat

For NIELIT, New Delhi

Registrar
Dr. B. S. P. Ambedkar National Law University
Rai (Sonapat-131 029)

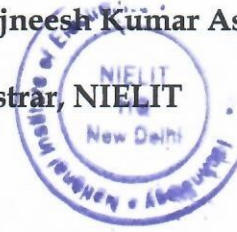


By: Dr. Ram Phool

By: Sh. Rajneesh Kumar Asthana

Title: Registrar, DBRANLU

Title: Registrar, NIELIT



Witness:

Witness:

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