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Memorandum of Agreement between

National Institute of Electronics & Information Technology (NIELIT)

and

All India Council for Technical Education (AICTE)

Date: 06th May, 2025

This Memorandum of Agreement (hereinafter referred to as "agreement") is made and executed on 06th May, 2025 at New Delhi.

BY AND BETWEEN

The National Institute of Electronics & Information Technology (hereinafter Called 'NIELIT'),

an Autonomous Scientific Society under the administrative control of Ministry of Electronics & Information Technology (MeitY), Government of India, having its office at NIELIT Bhawan, Plot No. 3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077 (Which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators, and assigns) **OF THE FIRST PARTY**.

AND

All India Council for Technical Education (hereinafter Called "AICTE"),

a Statutory Body of Ministry of Education, Government of India, established under: The All India Council for Technical Education Act, 1987(52 of 1987) for the growth and promotion of Technical Education in the country having its headquarter at Nelson Mandela Marg, Vasant Kunj, New Delhi-110070, hereinafter referred as "AICTE" OF THE SECOND PARTY.

WHEREAS,

NIELIT is set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology (IECT). NIELIT is engaged in both Formal & Non-Formal Education in the area of IECT, besides the development of industry-oriented quality education and training programs in state-of-the-art areas.

WHEREAS,

AICTE is set up to promote technical education in India. AICTE's primary functions include planning, development, and regulation of technical education programs, including engineering, technology, and management. It also focuses on promoting quality in technical education, ensuring parity of certification, and monitoring and evaluation of institutions.

AND, WHEREAS,

Both the parties have held discussions and have agreed for collaboration with the purpose of synergizing their mutual strengths in public interest and to deliver a larger good for the society.

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NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES MADE AND THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1.OBJECTIVE

• NIELIT and AICTE can collaborate on the following points to achieve their mutual goals in education and technological development. All initiatives and activities under the agreement shall be carried out in the academic interest, with a non-profit approach, and should promote inclusivity.

i. Joint Development of Courses:

- NIELIT, with its expertise in the skill based short/long term industryoriented IT education, can design course curriculums aligned with AICTE's guidelines for futuristic technologies.
- AICTE can leverage its vast network of affiliated colleges and universities to pilot these courses and provide feedback for improvement.
- Jointly offered certifications from both institutions would hold greater weightage for students.

ii. Capacity Building:

- NIELIT can conduct Faculty Development Programs (FDPs) for Trainers and Faculties of AICTE-affiliated institutions in the emerging technologies like Quantum Computing, Neuromorphic, ATMP (Assembly, Testing, Marking, and Packaging) processes, Chip Design, System Design, Product Design, etc. These FDPs can equip them with the knowledge and skills to effectively teach these new-age courses.
- NIELIT shall also conduct skill development training in Quantum Computing, Neuromorphic, ATMP (Assembly, Testing, Marking, and Packaging) processes, Chip Design, System Design, Product Design, etc.

iii. Public-Private Partnership (PPP) Mode Initiatives:

- NIELIT and AICTE can jointly establish state-of-the-art labs with the help of industry partners. This would provide students with practical exposure to cutting-edge technologies.
- The industry partners can benefit by having a pool of well-trained graduates for potential recruitment.

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iv. Industry Collaboration:

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- NIELIT and AICTE can jointly organize workshops and seminars inviting industry leaders to connect with students. Such seminars, workshops etc. must enable students of weaker sections to participate. AICTE will facilitate NIELIT and these events should not be conducted/used for revenue generation purposes.
- AICTE, with its industry linkages, can help NIELIT place students for internships and live projects with leading companies in the relevant fields.

v. Technology-Aided Learning:

- Develop and deploy online learning platforms with interactive modules, simulations, and virtual labs for these advanced fields.
- This will make education more accessible, geographically flexible, and cater to diverse learning styles.

vi. Entrepreneurship and Innovation Cells:

- Establish joint incubation centers and mentorship programs to support the students with entrepreneurial aspirations in tech.
- This will bridge the gap between academics and real-world applications, fostering a culture of innovation.

vii. Tech Foresight and Skill Gap Analysis:

- Collaborate on research to anticipate future industry needs and identify emerging skill gaps.
- This will help them proactively design courses and training programs to keep the workforce future-ready.

viii. Global Collaboration:

• Help each other to partner with international universities and research institutions for joint research projects, student exchange programs, and faculty development initiatives in the cutting-edge fields in Electronics and IT.

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ix. Continuous Learning and Upskilling:

- Design and offer short-term online courses, workshops, and certificate programs for upskilling professionals in the ever-evolving tech landscape.
- This will cater to the need for lifelong learning and help professionals stay relevant in the job market.

2. IMPLEMENTATION PROCESS:

The NIELIT and the AICTE will identify their respective nodal officers to define framework including feedback process and to coordinate this initiative. Both the parties may also form a sub-committee to deliberate upon the implementation methodology and to guide and monitor the progress of implementation of the Agreement.

3. ADDENDUM FOR OTHER PROJECTS:

If Parties envisage any project requiring payment of fees then Parties will sign a separate addendum on project-to-project basis.

4. TERM OF THE Agreement:

The Agreement shall be effective from the date of execution and shall remain in-force for a period of FIVE (5) years unless terminated earlier in accordance with the Agreement or completion of the obligations mentioned under this Agreement.

5. DELIVERABLES & REPORTING:

All deliverables and reporting pertaining to the project shall be elaborated in the proposal to be shared, whenever required.

6. PROGRESS REPORT:

The organization shall submit a progress report to AICTE every six months, detailing the status of the activities undertaken and compliance as per the provisions of the Agreement.

7. OBLIGATION OF THE PARTIES:

The parties agree to display NIELIT and AICTE logos, in relation to a project, on project site, its resource materials, annual report(s), newsletters and its website. To this extent, both Parties shall ensure that the intellectual property rights of each other are not used for any unauthorized purpose including financial gains.

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Parties shall exercise reasonable skill, care and diligence in the performance of the AGREEMENT. NIELIT and AICTE shall ensure that all the project obligations are met as per project wise addendum to be executed separately.

8. TERMINATION:

Each Party has the right to terminate this AGREEMENT by giving 90 days advance notice to the other Party or on a mutually agreeable basis. Without prejudice to the foregoing, steps shall be taken to ensure that the termination of this Agreement will not compromise or discriminate against any of the activities under taken.

9. OTHER TERMS & CONDITIONS:

Amendment: The AGREEMENT shall be amended only by written mutual consent of both the Parties to the AGREEMENT.

No relationship: Nothing in this AGREEMENT shall constitute or be deemed to constitute a partnership between the Parties, nor render the other the agent of the other for any purpose whatsoever. Neither Party shall have the right or authority, to assume, create or have the power to bind the other Party to contract or create any liability or obligation, express or implied, against, in the name of, or on behalf of another party.

Force Majeure: A Party shall be excused from performing its obligations under this AGREEMENT to the extent its performance is delayed or prevented by a Force Majeure Event provided that the affected Party promptly notifies the other of the occurrence of Force Majeure Event. For the purposes of this clause, "Force Majeure Event" means circumstances beyond reasonable control of a Party, including but not limited to, change in government policy, fire, flood, epidemic, act of God, warrant riot. In case the Force Majeure Event continues for a period exceeding thirty (30) days, either Party shall have the right to terminate this AGREEMENT with immediate effect.

Notices: All notices, reports and receipts shall be in writing and shall be deemed duly given on (i) the date of personal or courier delivery; (ii) the date of transmission by telecopy or other electronic transmission service, provided a confirmation copy is also sent no later than the next business day as in (i), or confirmation of receipt is received, or (iii) the date of receipt by any other means of delivery.

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The address for service of notice to the respective Parties is as given below:

NIELIT

NIELIT Bhawan, Plot No. 3, PSP Pocket, Sector-8, Dwarka, NewDelhi-110077

AICTE

Nelson Mandela Marg, Vasant Kunj, New Delhi-110070

Either party may change its mailing address by written notice to the other Parties in accordance with this paragraph. The Parties may also later decide upon sharing each other's email ID for such notices etc.

10. ROLES AND RESPONSIBILITY:

a. National Institute of Electronics & Information Technology (NIELIT) will carry out the following roles & responsibilities under the Agreement:

i. Course Development and Implementation

• Design and develop industry-oriented course curricula aligned with AICTE guidelines and emerging technologies, ensuring they meet current and future technological demands, and provide technical expertise and content for online learning platforms.

ii. Faculty Development and Training

 Conduct Faculty Development Programs (FDPs) and offer skill development training for trainers and faculty of AICTE-affiliated institutions in cutting-edge technologies such as Quantum Computing, Neuromorphic, ATMP processes, Chip Design, System Design, and Product Design.

iii. Resource and Infrastructure Support

- Establish state-of-the-art labs in collaboration with AICTE and industry partners.
- Create and maintain a shared online repository of educational resources, research papers, and course materials.

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iv. Industry and Public-Private Partnerships

- Facilitate collaboration with industry leaders for workshops, seminars, and student engagement.
- Work with AICTE to place students in internships and live projects with leading companies.

v. Global Collaboration and Continuous Learning

- Partner with international universities and research institutions for joint research projects, student exchange programs, and faculty development initiatives.
- Design and offer short-term online courses, workshops, and certificate programs for upskilling professionals.

vi. Entrepreneurship and Innovation Support

- Establish joint incubation centers and mentorship programs to support students with entrepreneurial aspirations.
- Foster a culture of innovation by bridging the gap between academics and real-world applications.

vii. Monitoring and Reporting

- Identify a nodal officer to coordinate the implementation of the Agreement.
- Participate in sub-committees to guide and monitor the progress of the Agreement.

b. All India Council for Technical Education (AICTE) will carry out the following roles & responsibilities under the Agreement:

i. Course Implementation and Feedback

- Leverage its network of affiliated colleges and universities to pilot NIELIT-designed courses.
- Collect and provide feedback for the improvement of course curriculum.

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ii. Faculty Development and Capacity Building

- Facilitate the participation of trainers and faculty from affiliated institutions in NIELIT-conducted FDPs.
- Offer financial support or incentives for faculty participation in these programs.

iii. Resource and Infrastructure Support

- Assist in establishing state-of-the-art labs with industry partners.
- Promote the use of the shared online repository of educational resources among affiliated institutions.

iv. Industry and Public-Private Partnerships

- Organize workshops and seminars with industry leaders in collaboration with NIELIT.
- Facilitate student placements in internships and live projects through its industry linkages.

v. Global Collaboration and Continuous Learning

- Support NIELIT in forming partnerships with international universities and research institutions.
- Promote the participation of professionals in short-term online courses, workshops, and certificate programs.

vi. Entrepreneurship and Innovation Support

• Encourage innovation and entrepreneurship among students through various initiatives.

vii. Monitoring and Reporting

- Identify a nodal officer to coordinate the implementation of the Agreement.
- Participate in sub-committees to guide and monitor the progress of the Agreement.

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viii. Communication and Confidentiality

- Ensure effective communication between the parties for the smooth implementation of the Agreement.
- Protect and maintain the confidentiality of shared information, using it only for the purpose of the project and protecting it from unauthorized use.

11. CONFIDENTIALITY:

The Parties shall keep all data or information disclosed by each other in connection with this AGREEMENT, confidential, use it only for the purpose of this Project, protect it from unauthorized use, reproduction, access and damage or destruction and employ the same degree of care as it would employ to protect its own confidential information. Under such an eventuality wherein the information is required to be shared with statutory bodies, each party must intimate the other party of such disclosure at least Five (5) days before submitting the information to the statutory bodies.

The Parties shall not during or after the termination of the AGREEMENT disclose to any third party any confidential information arising from the AGREEMENT (other than in the proper performance of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction) except with the prior written permission from the other Party.

For the purposes of this Clause, "Confidential Information" shall mean information relating to proprietary, technological, economic, financial, legal, administrative, business or technical matters of both Parties.

Any confidentiality clause shall be subject to provisions of the RTI Act.

12. GOVERNING LAW AND DISPUTE RESOLUTION:

If there is any difference of opinion arises between the parties in regard to any clause of this MoA, then it shall be resolved amicably between the representatives nominated by good offices of both the parties through the process of negotiation. In case the dispute is not resolved, then it shall be referred to the Chairman, AICTE and the Head of the opposite party for amicable settlement and the decision of Chairman AICTE will be final and binding on both the parties.

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13. JURISDICTION:

This AGREEMENT shall be governed by and construed in accordance with laws of India and the courts of Delhi shall have exclusive jurisdiction.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this mutually binding Agreement as on the date first written above.

For and on behalf of NIELIT

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(Dr. S.K. Dhurandher) Registrar, NIELIT

Aux Triballe. WITNESS Dr Alor Triballe. Director

For and on behalf of AICTE

(Prof. Rajive Kumar) Member Secretary, AICTE

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