

MEMORANDUM OF UNDERSTANDING

Between

National Institute of Electronics & Information Technology (NIELIT), India

And

Pacific POLYTECH, Fiji

on cooperation in the field of Human Capacity Skilling and Upskilling

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and executed on 20th AUGUST - 2025 ("Effective Date") at New Delhi/Fiji.

BY AND BETWEEN

The National Institute of Electronics & Information Technology an Autonomous Scientific Society under the administrative control of Ministry of Electronics & Information Technology (MeitY), Government of India, represented by Dr. Madan Mohan Tripathi, Director General, NIELIT, having its office at NIELIT Bhawan, Plot No.3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077, **hereinafter Called "NIELIT"**, 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

PACIFIC POLYTECH, created under Fiji's laws, having its head office at Nabua, Suva, Fiji herein after referred as the "PACIFIC POLYTECH" of the other part; **second Party**.

NIELIT and **PACIFIC POLYTECH** shall be referred to herein after individually as a **Party** or jointly as **Parties**.

WHEREAS, NIELIT, India, with its multiple locations across India, NIELIT is set up to carry out Human Capacity Skilling and Upskilling and related activities in the field 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 programs in the state-of-the-art technologies.

WHEREAS, PACIFIC POLYTECH, established to develop human capital, skills and productivity in Fiji and the Pacific, with its multiple campuses and centers already established across Fiji and expanding within Fiji and in the Pacific Island countries, is engaged both in Formal & Non-Formal Education in the area of technical and trades education and training.

Preamble

WHEREAS, both **PACIFIC POLYTECH** and **NIELIT, India** have agreed to cooperate and collaborate in the IECT domain namely to exchange knowledge and expertise in the field of human capacity skilling and upskilling.

1. **PURPOSE:**

The above preamble, and any amendments made later constitute an integral part of this MoU with an aim to promote the exchange of knowledge, expertise, and resources to enhance the skills and capabilities of Parties in IECT domain. It involves the sharing of best practices, joint development of curriculum and training materials, capacity building, and mutual recognition of qualifications.

2. **OBJECTIVE:**

The objective is to foster mutual collaboration for improving workforce skills, promoting employment opportunities, addressing skills gaps, and fostering international cooperation

3. **ROLES OF PARTIES:**

NIELIT, will set the technical pre-requisite in addition to providing the required curricula, teaching staff, training material, and virtual labs for each track. Meanwhile, PACIFIC POLYTECH will select the program interns from the youth according to the technical pre-requisites for each track as well as the required logistics and financials for this MoU.

4. **PROGRAM DELIVERY:**

The delivery of this skilling program would be through recorded sessions, remote or physical teaching as agreed upon between Parties.

5. **AREAS OF COLLABORATION:**

NIELIT and PACIFIC POLYTECH shall collaborate in various areas of Information Electronic and Communications Technologies IECT to strengthen their skilling ecosystems. The broad areas of collaboration shall include, but not limited to, the following:

- a) **Curriculum and Training Materials:** The MoU includes development and sharing of curriculum, training materials and methodologies. This could involve aligning standards, adapting courses to local contexts, and leveraging each Party's expertise to create effective skill development programs.
- b) **Exchange of Trainers and Experts:** The MoU includes provisions for the exchange of trainers, experts, and instructors between NIELIT and PACIFIC POLYTECH. This facilitates knowledge transfer, capacity building, and cross-cultural learning experiences.
- c) **Certification and Recognition:** The MoU includes provisions for mutual recognition and equivalency of qualifications, certifications, or credentials earned through the skill development courses. This enhances the portability and value of the skills acquired, allowing individuals to seek employment opportunities across borders.
- d) **Virtual Labs Facility-** NIELIT shall offer courses available under SMART (Chip to Startup) Lab program to **PACIFIC POLYTECH**.
- e) **Post Graduate (PG) Diplomas/ Technical Certificates-** NIELIT shall offer to interns nominated by PACIFIC POLYTECH, PG Diplomas/ Technical Certificates (having the duration of 4-6 months) offered by NIELIT in the specialties like Very Large Scale Integrated

Circuits (VLSI) and Embedded Hardware Design, Embedded Systems Design, Industrial Automation Systems Design, Digital Manufacturing, 3D Printing Additive Manufacturing, Robotic Process Automation (RPA), Internet of Things (IoT), Cloud Computing, Cybersecurity, Fintech, etc.

- f) **B.Tech / M.Tech Programs**- NIELIT shall explore the possibility of offering the B.Tech/ M. Tech programs to PACIFIC POLYTECH students on payment basis.
- g) **NIELIT Virtual Academy**- NIELIT shall offer the free Digital literacy flagship course- CCC to PACIFIC POLYTECH students.
- h) **NSQF Courses**- NIELIT shall offer NSQF courses to PACIFIC POLYTECH along with Assessment and certification.
- i) **Establishment of a Center of Excellence**- NIELIT may establish a Center of Excellence at the PACIFIC POLYTECH to promote advanced research, innovation, and skill development in emerging technologies, for enhancing employability for the mutual benefit of both Parties, with no financial obligations imposed on either Party.
- j) Any other area or technology, in future, not mentioned herein, that fulfills the mandate of this MoU and mutually benefits the local population of the two Parties, mutually decided by the Parties in writing.

6. **FUNDING AND RESOURCE SHARING:**

- a) Each Party shall bear its own costs related to the implementation of the agreed-upon activities under this MoU, unless otherwise mutually agreed upon in writing.
- b) Any financial contributions or resources provided by one Party to the other in support of the activities under this MoU, shall be clearly documented in a separate agreement or memorandum, specifying the purpose, terms, and conditions of such support.

7. **COORDINATION AND FOLLOW-UP:**

- a) Each Party would designate an officer to coordinate from its side all issues related to the implementation of the cooperation aspects covered in this MoU.
- b) The Parties are keen to communicate regularly, including the communication through the means of technology.
- c) The Parties can form committee(s) with equal number of representatives, where required, to discuss a related aspect of cooperation.

- 8. **IMPLEMENTATION PROCESS:** The NIELIT and the PACIFIC POLYTECH will identify their respective nodal officers to define framework, including feedback process and 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 MoU.

- 9. **ADDENDUM FOR OTHER PROJECTS:** If Parties envisage any project requiring payment of fees, then both Parties will sign a separate addendum on project-to-project basis.

- 10. **TERM OF THE MOU:** The MOU 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 MOU or completion of the obligations mentioned under this MoU.

11. **EXTENSION OF THE MoU:** After having a mutual discussion about the work completed during the running period, the additional opportunities can be included and the extension to the MoU will be finalized after signing a separate document.
12. **DELIVERABLES & REPORTING:** All deliverables and reports pertaining to the project shall be elaborated in the proposal to be shared, whenever required.
13. **OBLIGATION OF THE PARTIES:** The Parties agree to display NIELIT and PACIFIC POLYTECH 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 breached.
14. **TERMINATION:** Each Party has the right to terminate this MOU by giving ninety (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 MOU will not compromise or discriminate against any of the activities undertaken.

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

15. OTHER TERMS & CONDITIONS:

- a) **Amendment:** The MOU shall be amended only by written mutual consent of both the Parties to the MOU.
- b) **No Relationship:** Nothing in this MOU shall constitute or be deemed to constitute a partnership between the Parties, nor render one 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, expressed or implied, against, in the name of, or on behalf of another Party.
- c) **Force Majeure:** A Party shall be excused from performing its obligations under this MOU 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, war and riot. In case the Force Majeure Event continues for a period exceeding thirty (30) days, either Party shall have the right to terminate this MOU with immediate effect.
- d) **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 (ii) the date of receipt by any other means of delivery.

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, India

PACIFIC POLYTECH,

Lot 1, Komave Street, Suva, Fiji.

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.

16. CONFIDENTIALITY:

- a) The Parties shall keep all data or information disclosed by each other in connection with this MOU, 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.
- b) The Parties shall not during or after the termination of the MOU disclose to any third Party any confidential information arising from the MOU (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.
- c) 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.

17. INTELLECTUAL PROPERTY RIGHTS (IPR)

- a) Information on research results and study materials (reports, articles, books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. All Intellectual Property solely conceived and/or developed by PACIFIC POLYTECH during the course of this Agreement shall be owned by PACIFIC POLYTECH. All Intellectual property solely conceived and or developed by NIELIT during the course of this agreement shall be owned by NIELIT Intellectual property jointly conceived and or jointly developed by NIELIT and PACIFIC POLYTECH will be jointly owned by NIELIT and PACIFIC POLYTECH. Patents will be as per PACIFIC POLYTECH guidelines. Each Party may use such property for research and study purpose. NIELIT and PACIFIC POLYTECH will be committed to the protection of appropriate and application of such intellectual property for commercial or other purpose on mutually acceptable terms to be negotiated in good faith between NIELIT and PACIFIC POLYTECH.
- b) NIELIT and PACIFIC POLYTECH shall acknowledge one another in any form of writing,

publication or presentation based on research derived from the co-operative efforts of both Parties under this MoU unless otherwise mutually agreed upon in writing by the Parties.

18. DISPUTE SETTLEMENT:

Any dispute arising out of the implementation of this MoU shall be settled amicably through consultations between both the Parties.

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective Parties have signed this MoU at NEW DELHI/INDIA on 20.08.2025 in two originals in the English language.

For NIELIT, INDIA



Name: Dr. MADAN MOHAN TRIPATHI

Designation: DIRECTOR GENERAL

Stamp:



For Pacific POLYTECH, FIJI



Name: PENITIKO TALO

Designation: DIRECTOR

Stamp:

