

Memorandum of Understanding

Between

NIELIT

AND

B. K. Birla College, Kalyan

This Memorandum of Understanding ("MoU") is executed on the **27th day of November, 2025**, at New Delhi.

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, 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**.

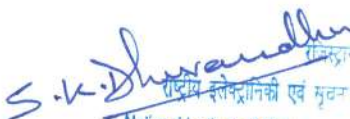
AND

B. K. Birla College of Science, Commerce and Arts (Autonomous) Kalyan, having its address at B. K. Birla College Road, Kalyan West, Thane- 421301, **hereinafter called "BKBC"**, 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 **second party**.

"NIELIT" and "BKBC" are hereinafter collectively referred to as **"Parties"** and individually as **"Party"**.

WHEREAS

A. NIELIT has endeavored to establish standards to be the country's premier institution for Examination and Certification in the field of IECT. It is also one of the National Examination Body, which accredits institutes/organizations for conducting courses in IT in the non-formal sector. NIELIT was set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology (IECT). It has engaged both in Formal & Non-Formal Education in the area of IECT besides the development of industry-oriented quality education and training programmes in the state-of-the-art areas. As on date, NIELIT has 56 centers located at Agartala, Aizawl, Ajmer, Alawalpur (Saksharta Kendra), Aurangabad, Bhubaneswar, Calicut, Chandigarh, Chennai, Chuchuyimlang, Churachandpur, Daman, Delhi, Dibrugarh, Dimapur, Gangtok, Gorakhpur, Guwahati, Haridwar, Imphal, Itanagar, Jammu, Jorhat, Kargil, Kohima, Kolkata, Kokrajhar, Kurukshetra, Lakhanpur (Saksharta Kendra), Leh, Lucknow, Lunglei, Majuli, Mandi, Pasighat, Patna, Pali, Ranchi, Ropar, Senapati, Shillong, Shimla, Silchar, Srinagar, Tezpur, Tura and Tezu with its Headquarters at New Delhi. It is also well-networked throughout India with the presence of about 700 + institutes.


राष्ट्रीय इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी संस्थान (NIELIT)
राष्ट्रिय इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी संस्थान
NIELIT Bhawan, Plot No.3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077



- B. BKBCCK is a multi-faculty Higher Learning Educational Institution functioning under the name of: B. K. Birla College of Arts, Science & Commerce (Autonomous), Kalyan, Maharashtra. The First Party was established in the year 1972 and is an affiliate of the University of Mumbai. It has an enrolment of more than 11,000 students in the prime location of Kalyan city and developed as an eco- friendly campus. The College has been granted 'Autonomous Status' by University Grants Commission and University of Mumbai w.e.f. from 2021-2022 for a period of 10 years.
- C. As a result of the interaction between NIELIT and BKBCCK at various levels, both the Parties have agreed to promote academic and research cooperation between the two organizations and work jointly in the areas of common interest.

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

1. PURPOSE / SCOPE OF THE MoU:

The aim of this linkage is to provide students and faculties access to the state-of-the-art facilities and to encourage R&D activities. This MOU broadly defines the mode and methodology of operations and spells out the rights and responsibilities of the parties hereto in the following terms and conditions.

This MOU being a broad base for defining the operational framework, some of the activities could be brought under the purview of specifically drawn-up projects and a specific MOU/Agreement shall be signed between the parties prior to the commencement of the work on a case-to-case basis in writing defining the rights and responsibilities, time frame, financials, IPR, commercial terms, etc., of parties. Generally speaking, and within the limits of the financial means of each institution, the cooperation will take the following form:

- 1.1 Advanced training and skilling are crucial to equipping professionals with the expertise required for emerging technologies. In collaboration with NIELIT, B. K. Birla College is committed to delivering cutting-edge training programs tailored to industry needs. This will play a vital role in bridging the gap between academic learning and professional readiness. These programs focus on hands-on training, industry certifications, and employability skills to ensure students and professionals can seamlessly transition into the workforce as with the concept of finishing school. Key areas of training include cybersecurity, artificial intelligence, blockchain, IoT, ethical hacking and so on aligning with the Digital India initiative. This will also integrate immersive virtual labs, AI-driven learning platforms, and real-world case studies to enhance experiential learning.
- 1.2 Ensuring inclusive digital learning is a key priority, particularly for individuals under the Divyang category (persons with disabilities). In partnership NIELIT and B. K. Birla College is committed to developing accessible learning platforms that cater to students with diverse needs, ensuring equitable access to quality education and skill development. To achieve this, both parties will jointly integrate assistive technologies, including AI-

driven speech-to-text, screen readers, adaptive learning interfaces, and gamified modules designed for neurodiverse learners.

- 1.3 B. K. Birla College, in collaboration with NIELIT, is establishing Cyber-Maker Studios, dynamic innovation hubs designed to bridge learning with product development across multiple technology domains. These studios will provide hands-on access to cutting-edge tools, AI-driven platforms, IoT development kits, cybersecurity labs, and blockchain sandboxes. Participants—including students, researchers, and entrepreneurs—will engage in prototyping, real-world problem-solving, and industry-driven innovation. By fostering creativity, interdisciplinary collaboration, and skill-building, Cyber-Maker Studios will play a crucial role in nurturing India's next generation of tech innovators and entrepreneurs.
- 1.4 B. K. Birla College, in partnership with NIELIT, is launching E-Sports initiatives, including cybersecurity hackathons, capture-the-flag (CTF) competitions, and cyber-defense challenges to cultivate practical skills and real-world problem-solving. These events will provide hands-on exposure to ethical hacking, penetration testing, AI-driven security, and emerging threats, fostering a culture of innovation and competitive learning. Additionally, we will establish cyber ranges covering both IT (Information Technology) and OT (Operational Technology) security. These simulated environments will allow participants to test security strategies, respond to cyber incidents, and analyze vulnerabilities in critical infrastructures. By integrating hackathons with cyber-range training, this initiative will produce highly skilled cybersecurity professionals ready for industry challenges.
- 1.5 Collaboratively design and deliver executive education programs in the fields of **Business Analytics, Cyber Security, and Artificial Intelligence**. Each program will have a hours-based credits and will be tailored to meet the evolving needs of learners from diverse backgrounds. The initiative targets **Undergraduate (UG) and Postgraduate (PG) students** seeking advanced, industry-relevant skills, **working professionals** aiming to upskill in high-demand areas, and **industry aspirants** looking to gain a competitive advantage in their careers.
- 1.6 B. K. Birla College, in collaboration with NIELIT, will bridge the gap between academic learning and real-world industry requirements by equipping participants with practical, future-ready competencies. Through a hands-on, application-driven approach, the programs will enhance employability, stimulate innovation, and promote research collaboration between academia and industry experts. The courses will be delivered using a blend of **expert-led lectures, interactive workshops, and live projects**, complemented by opportunities for **internships and industry placements**. On successful completion, participants will receive certification aligned with national and global standards.
- 1.7 Organizing joint conferences, methodology, workshops, professional development programs, training programs, etc. for knowledge exchange and upgrading the skills and competencies in the emerging technologies.
- 1.7 The spheres of collaboration include curriculum development, pedagogy, student intern programs, consultancy projects, student contests, faculty exchange, student mentoring, continuing education programs, and pilot and concept programs. The faculty /staff will be encouraged to deliver lectures/invited talks at the other institution.

- 1.8 Any other project of common interest suggested by either of the two parties may be taken up. Nothing in this Memorandum is intended to or shall be deemed to establish an exclusive relationship between the parties or to restrict any activities that either party would otherwise be able to undertake. Nothing in this Memorandum is intended to or shall be deemed to establish any partnership or joint venture between the parties or constitute any activities that either party would otherwise be able to undertake.

2. JOINT RESPONSIBILITY OF NIELIT AND B.K. BIRLA COLLEGE:

- 2.1 Nominate Coordinators as nodal contacts to represent the parties and promote interface so as to plan, implement, monitor, and review the schedules of various activities from time to time.
- 2.2 Identify areas and activities for joint collaborative endeavours.
- 2.3 After identification of the project, a formal Agreement for the specific project(s) outlining the details of the scope of work, financial implications, phasing of work output/deliverables, phasing of payments, Intellectual property rights, and other terms and conditions shall be signed by the two organizations. Specific written acceptance of the NIELIT and B. K. Birla College shall be necessary before any work is formally initiated or any financial commitment becomes operative. The approval will be routed through the nodal contacts on either side.
- 2.4 The Parties may provide access to their respective libraries and other existing infrastructure to the experts of both organizations involved in collaborative activities. The Parties may also exchange scientific information and literature related to the collaborative projects as agreed between the Parties.
- 2.5 Draw the attention of the top management in case of any interface or operational problems.
- 2.6 Ensure the safety of the personnel and material whenever placed at either end by the other party
- 2.7 Not use / sell / license / rent technologies / resources / material / solutions of either party to/for any third party without the prior written mutual consent of the other party.
- 2.8 Provide updates on program activities, technology application, development, and related work pertaining to cooperative activities pursued under this MOU.
- 2.9 All attempts will be made to ensure that developments and projects are accomplished to high quality, with parsimony of time. Both parties shall especially ensure that each party shall complete its tasks correctly in time where the work of the other party is dependent upon the timely and correct completion of its work.
- 2.10 Parties acknowledge and agree that they will endeavor to fulfil their obligations / responsibilities subject to the availability of adequate financial / manpower / material and other resources.
- 2.11 Both Parties assure and acknowledge that, it has the right/authority to enter into this MoU.

3. FINANCIAL ASPECTS:

No financial commitment from any party will be assumed unless a formal approval/acceptance to that effect for the works services has been accorded through signed documents by both parties prior to starting the work.

4. VALIDITY & TERMINATION OF THE MoU:

- a) This MoU shall be valid for a period of 3 years from the date of signing of the MoU.
- b) This MoU may be terminated by either party by giving 30 days prior notice in writing to the other party through Registered AD / speed Post AD.

5. EXTENSION OF THE MoU:

Based on mutual discussions about the work completed during the term of this MoU, any additional opportunities can be included and the extension will be finalized after signing a separate addendum for such additional activities within the broader scope of this MoU.

6. DELIVERABLES & REPORTING:

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

7. OBLIGATION OF THE PARTIES:

The parties agree to display NIELIT and BKBCCK logos, in relation to a project-on-project site, its resource materials, annual report(s), newsletters, certificates and its website. To this extent, both Parties shall ensure that the intellectual property rights of each other are not violated. Both the Parties shall exercise reasonable skill, care and diligence in the performance of their respective obligations under this MoU. NIELIT and BKBCCK shall ensure that all the project obligations are met as per project wise addendum, which is to be executed separately.

8. OTHER TERMS & CONDITIONS:

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

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.

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, subject to fulfilling its outstanding obligations to ensure that the candidates undergoing such training programs are not impacted by termination of this MoU.

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) or other electronic transmission service such as E-Mail, 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:

S.N. Jaiswal
राष्ट्रीय इंलेक्ट्रॉनिक्स
National Institute of Electronics
नाइलिट भवन, प्लॉट नंबर 3, फॉर पॉकेट, सेक्टर-8, द्वारका, नई दिल्ली-110077
NIELIT Bhawan, Plot No.3, For Pocket, Sector-8, Dwarka, New Delhi-110077





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

B. K. Birla College Road,
Kalyan West,
Thane- 421301

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.

9. CONFIDENTIALITY:

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 Three (3) days before submitting the information to the statutory bodies.

The Parties shall not during or after one year of 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.

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

10. INTELLECTUAL PROPERTY RIGHTS (IPR):

10.1 Research results and study materials (e.g., reports, articles, or publications) may be exchanged freely, subject to mutually agreed IPR terms.

10.2 Intellectual Property (IP) solely created by either Party during this MoU shall remain the property of that Party.

10.3 Jointly developed IP shall be co-owned and used based on terms mutually agreed in good faith.

Both Parties shall acknowledge each other appropriately in any publication or presentation arising from joint efforts under this MoU, unless otherwise agreed in writing.

11. DISPUTE RESOLUTION AND ARBITRATION:

In case any dispute/claim arises between the Parties with respect to the MOU, including its validity, interpretation, implementation, or alleged material breach of any of its provisions or regarding a question, including the questions as to whether the termination of this MOU by one

National Institute of Electronics (NIELIT)
NIELIT Bhawan, Plot No.3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077



Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably and agree to refer the matter to the Heads of the Institutions to resolve the disputes keeping in view the best interest of the parties and in keeping with the spirit of performance of this agreement. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, the dispute shall be referred to the sole arbitrator appointed mutually by NIELIT and B. K. BIRLA COLLEGE. Arbitration proceedings shall be conducted in English language in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and Rules made there under, or any legislative amendment or modification made thereto and the venue of the Arbitration shall be at Delhi and the cost of the arbitration proceeding would equally be shared by both the Parties unless decided otherwise by the arbitration pursuant to award of Arbitration.

12. GOVERNING LAW:

This MOU shall be governed by and interpreted in accordance with the laws of India and Courts in Delhi shall have exclusive jurisdiction in respect of any dispute arising out of this Agreement.

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

For NIELIT

S.K. Dhurandher
27/11/2025

Signature:

Name: **DR. S.K. DHURANDHER**

Designation:

For B. K. Birla College, Kalyan

Naresh Chandra
27/11/25

Signature:

Name: **Dr. Naresh Chandra**

Designation: **Director (Education)**

Witness:

Himanshu Mohan

Hm

रजिस्ट्रार / Registrar

राष्ट्रीय इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी संस्थान (NIELIT)

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

Witness:

Smrita Gupta

Smrita Gupta

