

WHEREAS NIELIT and Uttar Pradesh Police Training Department are hereinafter collectively referred to as "Parties" and individually as "Party".

AND WHEREAS, this Agreement is between NIELIT and Uttar Pradesh Police Training Department for providing Training Programs in Cyber Forensics and Cyber Security to the Uttar Pradesh Police.

NIELIT is a premier institute for training and research in electronics, information technology, and cybersecurity, offering specialized courses to law enforcement agencies to combat cybercrimes and enhance digital security.

NIELIT proposes to provide training programs in Cyber Forensics and Cyber Security to the Uttar Pradesh Police.

The courses offered by NIELIT are meticulously designed to equip police personnel with the necessary knowledge and skills required to effectively investigate and counter cyber threats.

NIELIT is committed to tailoring these training programs to cater to the specific needs and requirements of the Uttar Pradesh Police, ensuring maximum benefit and practical applicability.

The Uttar Pradesh Police Training Department is interested in availing the opportunity to participate in these training programs to enhance the capabilities of its officers and personnel in dealing with cybercrimes.

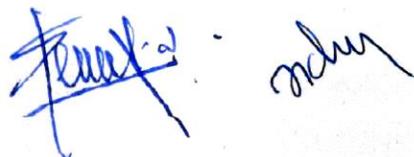
NOW, THEREFORE, both parties are agreeing to the following terms and conditions-

1. Law Governing the Agreement

This Agreement, its meaning and interpretation and the relation between the parties shall be governed by the Applicable Indian Laws.

2. Scope of Services

- **Specialized Course Modules:** NIELIT shall deliver specialized training programs in Cyber Forensics and Cyber Security to the Uttar Pradesh Police Training Department, in accordance with the courses specified in Annexure-I. These programs will be charged at rates periodically delineated in the gazette notifications issued by the Ministry of Skill Development for IT/ITES Courses, as prescribed by the Government of India from time to time.
- **Customized Course Modules:** NIELIT commits to offering tailored course modules, aligning specifically with the UP Police Training Department's specifications. These courses will be charged at rates that are periodically delineated in the gazette notifications issued by the Ministry of Skill Development pertaining to IT/ITES Courses.
- **Guest Lecture Services:** Should there be a necessity; NIELIT shall extend its expertise by provisioning Guest Lecture services for brief sessions within the UP Police Training Department's curriculum. The remuneration for these services will be in consonance with the remuneration norms established by DOPT.



- The training programs shall be conducted by NIELIT through its various centers in offline mode, through NIELIT's Virtual Academy (<https://nva.nielit.gov.in/>) in online mode, and in hybrid mode, as per the suitability and preferences of the Uttar Pradesh Police Training Department.
- NIELIT shall work closely with the Uttar Pradesh Police Training Department to tailor the training programs and course content to meet the specific requirements of the state's law enforcement personnel.
- The Uttar Pradesh Police Training Department shall actively promote and encourage its officers and personnel to participate in the training programs offered by NIELIT, ensuring maximum participation and benefit from these initiatives.

3. Review

The signatories to the parties will review at their level, at least once in a year, the activities undertaken under this Agreement. Any amendment in the Agreement can be made with the consent of both the signatories.

4. Validity and Duration of Agreement

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 may be extended further, 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.

Any party may request making amendments to this MOU, provided that such amendments shall be mutually agreed upon between the parties hereto under a written document, to the extent that the document shall thereafter be an integral part thereof.

5. Review and Assessment:

Quality Assurance: Regularly review and update the course curriculum and lab exercises to ensure they remain relevant, comprehensive, and aligned with industry trends and advancements.

6. 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.

Handwritten signatures in blue ink, one appearing to be 'Jankar' and the other 'Rohini'.

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.

7. Validity/Duration of Engagement:

This MOU will be valid for a period of ____ years from the date of signing. Once the initial period of ____ years is over, the MOU may be extended further, 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.

Any party may request making amendments to this MOU, provided that such amendments shall be mutually agreed upon between the parties hereto under a written document, to the extent that the document shall thereafter be an integral part thereof.

8. Dispute Resolution:

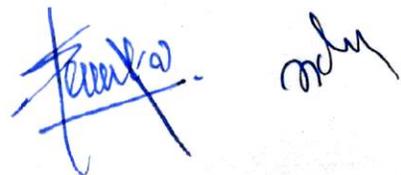
- (a) Both the parties agree that provisions/content in this MoU do not create any legal obligations between the parties.
- (b) In the event of any misunderstanding and differences between the parties hereto, such misunderstanding/differences shall be resolved amicably by mutual discussions.
- (c) It is, hereby, agreed between both the parties that if any dispute arises between the two which is not resolved with mutual consent, in that case, the matter / dispute shall be referred to an Arbitrator who shall be appointed with mutual consent. With respect to such arbitration, the place of arbitration shall be at Delhi.

9. Force Majeure

For the purpose of this clause, "Force Majeure" means an event beyond the control of the NIELIT & Uttar Pradesh Police Training Department. Such events may include wars or revolutions, fires, floods, earthquakes and epidemics. The mutual decision of NIELIT & Uttar Pradesh Police Training Department, regarding Force Majeure shall be final and binding on both parties.

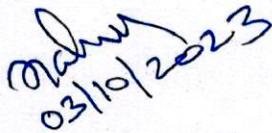
Notwithstanding anything contained in this agreement, both parties shall not be liable to each other for any delay in performance or other failures to perform their obligations under this agreement, if such Force Majeure is accepted by any of the parties.

If a Force Majeure situation arises, both parties shall promptly notify each other in writing of such conditions and the course thereof within 15 days of the occurrence of such event.



IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives as of the date first above written.

For and on behalf of NIELIT


03/10/2023

Dr Madan Mohan Tripathi
Director General
NIELIT

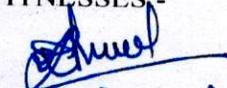
For and on behalf of Uttar Pradesh Police
Training Department


3/10/23

Smt. Renuka Mishra
Director General of Police (DGP)
Uttar Pradesh Police Training Department

WITNESSES:-

1.


Dr. D. K. Mishra
Director NIELIT
Gorakhpur

2.


ASHUTOSH KUMAR
Asstt. Director (A)

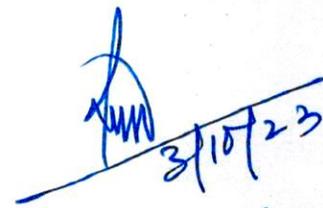
Date: 3rd OCT 2023

Place: LUCKNOW

1.


3/10/23
(SUNIL K.R. GUPTA)

2.


3/10/23
Shafiq Ahmad

NIELIT's Courses in Cyber Security / Forensics / Cyber Law

S. No.	Course Name	Duration (In Hrs.)	Course fee per participant (In Rs.) *
1	Awareness Course in Cyber Security	7	294
2	Information Systems Security with Hands-on	24	1008
3	Penetration Testing using Metasploit Framework	40	1,680
4	Information Systems Security - A Practical Approach	40	1,680
5	Course in Cyber Security	80	3360
6	Digital Forensic for Beginners	80	3360
7	Cyber Law for Beginners	80	3360
8	Foundation Course in Information Security	90	3780
9	Certificate in Penetration Testing	120	5040
10	Certificate in Digital Forensic and Incident Response	250	10500
11	Certified Digital Forensic Analyst	450	19800
12	Post Graduate Diploma in Information Systems Security	840	35280