

Memorandum of Understanding
Between

National Institute of Electronics & Information Technology

And

Maharashtra State Board of Technical Education under, Govt. of Maharashtra

This Memorandum of Understanding (hereinafter referred to as “MoU”) is entered at New Delhi on the 1st day of October 2024 (“Execution Date”)

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, having its office at NIELIT Bhawan, Plot No.3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077, (hereinafter “NIELIT” which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and assigns) OF THE **FIRST PART**.

AND

Govt. of Maharashtra through its Maharashtra State Board of Technical Education having its registered office at 4th Floor, Govt. Polytechnic Building, 49, Kherwadi Rd, Kherwadi, Bandra East, Mumbai, Maharashtra 400051 – (hereinafter referred to “**Second Party / GoM**”, which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns) of the **SECOND PART**.

WHEREAS:

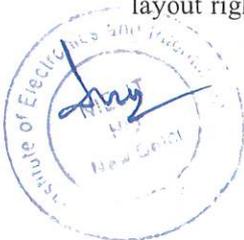
- A. NIELIT is set up to carry out Human Resource Development and related activities in the field of Information, Electronics & Communications Technology (IECT). NIELIT is engaged both in Formal & Non-Formal Education in the area of IECT besides development of industry-oriented quality education and training programs in the state-of-the-art technologies.
- B. Govt. of Maharashtra through its **Maharashtra State Board of Technical Education** has taken an initiative aimed at providing high end Technological Teaching Learning thereby developing and enhancing the skills of the workforce for the youth of Maharashtra to meet international standards and demands to enhance its global competitiveness and opportunities.
- C. **NIELIT** and Govt. of Maharashtra through its **Maharashtra State Board of Technical Education** have agreed to collaborate in certain areas where parties agree to bring together their respective expertise, skills, resources, and network for their mutual business interest.
- D. This MoU is being executed to fulfill this purpose, subject to the terms and conditions herein after appearing.



**NOW THIS MOU WITNESSES AND IT IS HEREBY MUTUALLY AGREED
BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. DEFINITIONS AND INTERPRETATIONS:

- A. **Definitions:** The following terms used in this MoU will have the meaning assigned below:
- (a) **MoU** means this MoU (as from time to time amended, modified, or supplemented) and includes all schedules, exhibits, annexures and/or any supplements or amendments to this MoU executed in writing by the Parties.
 - (b) **Applicable Clearances** means all necessary authorizations, licenses, exemptions, or concessions required under Applicable Laws.
 - (c) **Applicable Laws** means any statute, enactment, law, regulation, ordinance, license conditions, rules, judgments, orders, decrees, bye-laws, approvals of any Government Authority (whether in India or outside India), directive, notifications, circulars, guidelines, requirement or other governmental restrictions or any similar form of decision and/or interpretation having the force of law on any of the foregoing by an authority having jurisdiction over the matter in question, whether in effect as on the date of this MoU or at any time hereafter and includes Prevention of Money Laundering Act (“PMLA”) Rules and includes all amendments to the above-stated Applicable Laws from time to time;
 - (d) **Confidential Information** means and includes all non-public information, of any kind whatsoever, which is disclosed by a Party or its Representative(s) (“**Disclosing Party**”), whether in writing, verbally or by any other means, including technical, business, commercial, strategic or financial information, studies, specifications, software, know-how, secrets, customer’s, prospects, employees and any other information disclosed to or acquired by the other Party or its Representative(s) (“**Receiving Party**”) pursuant to or in connection with this MoU.
 - (e) **Force Majeure Event** includes occurrence of events which are beyond the reasonable control of a Party, materially affects the performance of any of the obligations under the MoU and could not have been avoided even by using best efforts and includes Acts of God; or natural disasters such as earthquakes, floods; or epidemics, wars, civil disturbances, acts of terrorism, prohibitions, or enactments of any kind, import or export regulations, exchange control regulations, strikes, fire etc.
 - (f) **Government Authority** means any ministry, department, board, or any governmental instrumentality directly or indirectly under control of any central, provincial, local government (whether in India or outside India), and includes any court, tribunal, or judicial or quasi-judicial body having jurisdiction.
 - (g) **Intellectual Property Rights (IPRs)** means any rights in or in relation to any patent, copyright, design, logo, utility model, trademark (whether registered or not and includes rights in get up or trade dress), brand name, service mark, trade name, eligible layout right, chip topography right, software database rights and any other rights of a



proprietary nature, existing anywhere in the world, whether registrable or not.

(h) Representative(s) means directors, officers, agents, contractors, partners, employees, or representatives employed or engaged by either Party duly authorized by the said Party and/or any person/entity having a business relationship with such Party.

- B. Interpretations** - In this MoU, unless specified otherwise: (a) “include” means “including without limitation”, (b) singular includes plural, and vice versa, (c) reference to one gender includes the other, (d) reference to a statute or a statutory provision include its amendments, modifications, re-enactments and consolidations, (e) the Parties have negotiated this MoU in good faith and have jointly drafted the MoU, and accordingly, the rule of construction that an MoU should be interpreted against the Party responsible for drafting it will not apply to this MoU, and (f) In the event of any conflict between the terms in the main body of this MoU and the Annexures to this MoU, the terms in the Annexures of this MoU will prevail to the extent such terms are incapable of harmonious construction.

2. SCOPE OF WORK, RIGHTS & OBLIGATIONS OF THE PARTIES:

Scope of Work:

- 2.1 To establish Center of Excellence in Artificial Intelligence (AI), Robotics, Internet of Things (IOT), Industry 4.0, 3D printing and allied technologies for capacity training and R&D centers at various Govt. Polytechnics & Govt. Engg. Colleges in the State of Maharashtra.
- 2.2 To seek funding from MeitY & other Govt. organizations through joint project proposal.

The Parties agree to perform their respective roles and obligations using necessary expertise, and infrastructure in accordance with the Scope of Work as specified below.

(a) Role & responsibility of Govt. of Maharashtra through its Department of Higher & Technical Education:

1. To identify Govt. Polytechnics and Govt. Engg. Colleges for establishing the said Center of Excellence.
2. To provide basic infrastructure facility to establish Center of Excellence in Artificial Intelligence (AI), Robotics, Internet of Things (IOT), Industry 4.0, 3D printing and allied technologies for capacity training and R&D centers.

(b) To implement and monitor all the activities under this MoU through Department of Higher & Technical Education.

(c) Role of Maharashtra State Board of Technical Education, Mumbai:

1. To get infrastructure in proper condition and with required infrastructure facility from Govt. of Maharashtra.
2. To invite NIELIT to establish Centre of Excellence in Artificial Intelligence (AI), Robotics, Internet of Things (IOT) and 3D printing and allied technologies for capacity training and R&D centers as per the guidelines given in General Financial Rules (GFR) and procurement guidelines of the GOM.



3. To provide required equipment's and facilities, for execution of Project, in the basic infrastructure provided by the Govt. of Maharashtra, through NIELIT.
4. To appoint Project Monitoring Committee (PMC) for overall execution, administration and management of the Centre which also includes representatives of NIELIT.
5. To Coordinate for final assessment and certification.
6. To coordinate with Govt. of Maharashtra through its Department of Higher & Technical Education.

(d) Role of NIELIT:

1. To set up and maintain Center of Excellence in the basic infrastructure provided by the Govt. of Maharashtra.
2. To execute delivery of training and learning activities for the faculty and students in collaboration with industries.
3. To develop relevant credit course content.
4. To support in mobilization of the candidates for various job roles, training and certifications.
5. To create awareness about various initiatives including its impact via media and marketing channels.
6. To mentor for placement assistance for employment, if required by the students
7. To maintain all financial records and accounts.
8. To coordinate with PMC appointed by Maharashtra State Board of Technical Education, Mumbai for inspections, monitoring, guidance, etc., and provide necessary reports as and when required.

(e) For smooth implementation parties to the MoU shall constitute, Steering Committee:

A steering committee consisting of:

1. Principal Secretary, Higher and Technical Education, Govt of Maharashtra- Chairperson
2. Executive Director, NIELIT Aurangabad
3. Director, Directorate of Technical Education, Govt. of Maharashtra
4. Director, Maharashtra State Board of Technical Education
5. Project Monitoring Committee (PMC).
6. Principal, Govt. Polytechnic/Engg. College (Nominated by DTE)

The Steering Committee shall meet at least once in three months or as frequently as necessary. Steering committee shall delegate roles and responsibility to various functionaries working under them to achieve the objectives of the MoU. The committee shall review progress and direct the team for fulfillment of the project tasks. The Steering Committee will appoint the Functional Committee. The Functional Committee shall meet as frequently as necessary and shall be responsible for function of all affairs of the center and all activities encompassing objectives of this MoU. The committee shall work for the implementation of the decisions of the steering committee and tasks for achieving the objectives of the MoU.



3. **RELATIONSHIP:**

- 3.1 Nothing contained herein shall be construed as creating a partnership or a joint venture or a principal-agent or an employer-employee relationship between the Parties. The term “Parties” here also includes their respective Representatives. The Parties acknowledge that they are not related as per the provisions of the Applicable Laws and this MoU is entered into on an arms-length basis.
- 3.2 Neither Party nor its Representatives shall make any warranty or representation on behalf of the other Party or the services which the other Party provides without the prior written authorization of such other Party.

4. **TERM AND TERMINATION:**

- 4.1 The term of this MoU shall commence Execution Date and remain in force for a period of five (5) years thereafter (“Term”), unless terminated earlier in accordance with the terms of this MoU. The Term of the MoU can be further extended in accordance with mutual consent of the Parties.
- 4.2 In case of non-adherence to any provision of this MoU by a Party (“Erring Party”), the other Party (“Innocent Party”) may serve a written notice of 30 (Thirty) days period to rectify the non-adherence. In case of continuing non-adherence beyond 30 (Thirty) days of notice, Innocent Party shall have the right to terminate this MoU without any further notice or liability excluding the rights/obligations already accrued till the date of termination.
- 4.3 Notwithstanding anything contained in this MoU or any other document, either Party may terminate this MoU any time at its convenience by giving 30 (Thirty) days written notice to other party.
- 4.4 Notwithstanding anything to the contrary contained in this MoU, Parties agree that either Party may terminate this MoU forthwith in the event of any of the following circumstances:
- Other Party suffers an insolvency or bankruptcy event;
 - Breach of Applicable Laws, confidentiality provisions or infringement of IPRs by other Party;
 - Either Party suffers a change of Control, or the whole or substantial part of business is transferred to a either party, as a consequence of which such Party is unable to perform its obligations under the MoU;
 - Any material breach which is not capable of being remedied or otherwise the Party is of the opinion that continuance of this MoU would prejudice its interests; or
 - In case Force Majeure Event continues for a period of 60 (Sixty) days.
- 4.5 Excluding the rights/obligations already accrued till the date of termination, under no circumstances shall either Party be liable for any payment, termination fees, damages, or any liability of any nature whatsoever on account of termination of this MoU for any reason.
- 4.6 Notwithstanding anything contained in this MoU, termination, or expiry of this MoU for any



reason will be without prejudice to any accrued rights and remedies of either Party or any rights or obligations of the Parties that are intended to survive termination.

5. REPRESENTATIONS AND WARRANTIES:

Each Party represents and warrants to the other Party that:

- (i) It validly exists under Applicable Laws, and has the power and authority to carry on its business in India;
- (ii) It has the power to enter into this MoU and comply with its obligations under this MoU and it has not suffered any insolvency event;
- (iii) It has full capacity and all approvals, necessary permissions, consents, and licenses to enter into and to perform its obligations under this MoU;
- (iv) It shall comply with all Applicable Laws for and while performing its obligations under this MoU;
- (v) The execution of this MoU does not contravene the provisions of any Applicable Law or regulation or MoU or document to which it may be or may have been a party;
- (vi) It shall not, in performance of its obligations under this MoU utilize any development, innovation, improvement or trade secret in which it does not have a proprietary interest, or other necessary rights for such utilization;
- (vii) Upon signing of this MoU, this MoU shall be legally binding on it and shall be legally enforceable against it;
- (viii) Neither it nor any of its Representatives involved in the execution of this MoU, have been convicted of or pleaded guilty to a criminal offence, including one involving fraud, corruption, or moral turpitude, or is subject to any government/legal investigation for such offences which prevents the execution of this MoU;
- (ix) This MoU is being executed by its duly authorized representative;
- (x) It shall comply with all Applicable Laws and has obtained all Applicable Clearances and that they are valid and shall be renewed from time to time (as required under the Applicable Laws);
- (xi) It is not subject to any obligation, claim or action, threatened or pending before any Government Authority including court or arbitrator that may prevent it from entering into this MoU; and
- (xii) It owns or has all necessary rights in, all its IPRs which will not, at any time, require any additional license or consent from third party(ies) for use of such IPRs, and no claim or action exists against it alleging infringement of third party IPRs.

6. INTELLECTUAL PROPERTY RIGHTS:

- 6.1 Nothing in this MoU will function to transfer either Party's Intellectual Property Rights to the other Party.
- 6.2 Each party will retain exclusive interest in and ownership of its Intellectual Property Rights developed before this MoU or developed outside the scope of this MoU.
- 6.3 Except otherwise specifically agreed, a Party may use the IPRs of other Party for the limited purpose as envisioned under this MoU with prior written consent of such other Party.



6.4 In case either Party or its Representatives carry on any function associated with this MoU through any link or website or advertisement or in any other manner mentioning other Party and/or its Representatives, it shall require prior written approval of such other Party.

7. INDEMNITY:

7.1 Neither Party shall be liable for any consequential, incidental, special, indirect, exemplary, or punitive damages, claim for any loss of profits, revenue, or business, regardless of the nature of the claim, even if the other Party has been notified of the possibility of such damages/claim.

7.2 The above exclusions from liability set forth in this clause shall not apply:

- In case gross negligence or willful misconduct; or
- To any liability arising out of corrupt or fraudulent conduct.

8. FORCE MAJEURE:

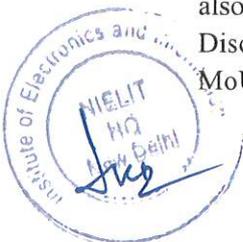
8.1 Neither Party will be liable for any loss or damage resulting from delay or failure to perform any of its obligations within the time specified as a result of Force Majeure Event.

8.2 In the event of a Force Majeure Event, the affected Party will be excused from performance during the existence of the Force Majeure Event provided the affected Party informs the other Party about such Force Majeure Event immediately but not later than 5 business days of its occurrence, and the date of performance of the obligation including obligation to pay will be extended for a period of time equal to the impact of the delay on the schedule. When a Force Majeure Event occurs, the affected Party shall notify the other Party in writing of the existence of the Force Majeure (the “**Force Majeure Notice**”), and both Parties will attempt to mitigate the effect of the Force Majeure as much as possible. If such Force Majeure Event shall continue for more than 60 (sixty) days from the date of the Force Majeure Notice, both Parties shall have the right, upon written notice to the other Party, to terminate this MoU.

8.3 The above is without prejudice to the rights and obligations already accrued to the Parties as a result of their performance or failure to perform, either in whole or in part pursuant to the terms of this MoU, prior to the occurrence of events of Force Majeure Event.

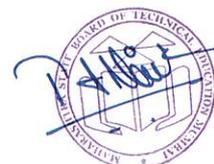
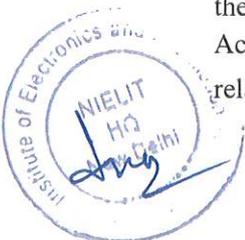
9. CONFIDENTIALITY:

9.1 Subject to the exceptions provided in this Clause hereinafter, Parties at all times, will keep all Confidential Information, whether marked or not as Confidential Information, received and / or generated under this MoU confidential, and shall not use the Confidential Information except for the purpose of this MoU, will not disclose to any third person any such information with respect to the MoU hereunder. Parties will also ensure that its Representatives are provided access to Confidential Information of Disclosing Party only on a need-to-know-basis and solely for the performance of this MoU and such Representatives will be required to protect such Confidential



Information against unauthorized disclosure in a manner no less protective than under this MoU.

- 9.2 Exceptions: Confidential Information will not include information:
- which is required to be disclosed pursuant to any Applicable Law provided only to the extent required to be disclosed, and subject to the Disclosing Party is given a reasonable opportunity, where legally permissible, to seek a protective order in respect of such Confidential Information and such Confidential Information disclosed will continue to remain subject to confidentiality obligations;
 - to the extent to which it is specifically permitted by the other Party in writing;
 - to the extent that the Confidential Information is publicly available (other than as the result of a breach by such Party of its confidentiality obligation under this clause – “Confidentiality”);
 - to its Representatives or employees, officers, professional advisors, but strictly on need-to-know basis to the extent necessary and subject to such employees, officers etc. accepting an equivalent confidentiality obligation to that set out in this clause – “Confidentiality”;
 - that was known without obligation of confidentiality prior to disclosure by the Disclosing Party or independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party; or
 - that is disclosed to the Receiving Party by a third Party legally entitled to make such disclosure without violation of any obligations of confidentiality as entailed in this MoU or otherwise.
- 9.3 Upon written request at the expiration or termination of this MoU for any reasons as provided for in the MoU, all Confidential Information (and all copies thereof) or any other material will be returned to the Disclosing Party or will be destroyed, with written certification thereof, and Receiving Party shall cease to use any such information or materials with immediate effect for any purpose whatsoever.
- 9.4 Further, during the course of this MoU, Second Party shall also gain access to personal information relating to the candidates. Second Party shall use the personal information only in connection with the performance of this MoU and take all reasonable steps to prevent the misuse or loss of and unauthorized use, modification, access, and disclosure of personal information by it. Further, the personal information shall be shared by Second Party only, on a need-to-know basis, with such third parties who need access to such information under the MoU. Second Party shall take all reasonable steps to ensure that the candidates’ personal information is protected by such third parties and shall be solely liable for any misuse caused by them. For the purposes of this clause 9, "personal information" has the same meaning as that which is given to this term under the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 as applicable in India and as may be amended from time to time and shall include any information related to the candidate as may be provided to Second Party.
- 9.5 Each Party acknowledges that a breach of this Clause may result in irreparable harm to the other Party for which monetary damages may not provide a sufficient remedy. Accordingly, the aggrieved Party may seek equitable relief or injunctive relief in relation to such breach.



9.6 The provisions of this clause shall survive the termination or expiry of this MoU.

10. ASSIGNMENT OR SUB-CONTRACTING

The obligations herein shall bind not only the Parties but also their respective executors, legal representatives, administrators, successors etc. Second Party shall not be entitled to transfer, assign or sub- contract (except as specifically provided hereunder) any of its obligations herein to any entity including its Affiliate(s) without the written approval of NIELIT. NIELIT shall be entitled to assign the MoU or any part thereof, or any right, benefit, or interest therein or there under, to any third party without the consent of the Second Party.

11. NOTICES:

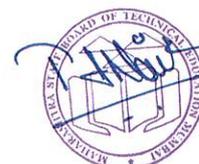
Any notice to be served on the Parties under this MoU shall be deemed to be properly served on the same day if delivered personally; or in 3 (three) days from the date of posting if delivered by Speed Post or Registered Post with Acknowledgement Due, as the case may be, at their respective addresses mentioned below:

To – NIELIT
PSP Pocket Plot No 3, Sector 8 Dwarka,
Dwarka, New Delhi, Delhi 110077

To -Govt. of Maharashtra, MSBTE,
4th Floor, Govt. Polytechnic Building, 49,
Kherwadi Rd, Kherwadi, Bandra East,
Mumbai, Maharashtra 400051

12. SETTLEMENT OF DISPUTES:

- 12.1 All or any dispute, controversy, claim or disagreement arising out of or touching upon or in relation to the terms of this MoU or its termination, breach, invalidity, including the interpretation and validity thereof and the respective rights and obligations of the Parties hereof, that cannot be amicably resolved by mutual discussion within 30 (thirty) calendar days, shall be settled as per the provisions of the Arbitration and Conciliation Act, 1996 which shall be final and binding arbitration. The proceedings of the arbitration shall be in accordance with the Rules of Arbitration of the Indian Dispute Resolution Centre (“IDRC”) which rules are deemed to be incorporated by reference in this clause and the award made in pursuance thereof shall be binding on the Parties. The seat and place of arbitration will be New Delhi and the language will be English.
- 12.2 During the pendency of any dispute resolution exercise whether by negotiations or otherwise, the Parties shall be bound by the terms of this MoU and shall continue to perform their respective obligations not under dispute under this MoU.
- 12.3 Notwithstanding anything to the contrary in this MoU, each Party will be entitled to seek preliminary or final injunctive relief in any court of competent jurisdiction



located at New Delhi. Any action for injunctive relief will not be subject to arbitration.

13. GOVERNING LAW AND JURISDICTION:

- 13.1 This MoU shall be governed by and construed in accordance with the laws of India.
- 13.2 Subject to clause 12.1, the Courts at Mumbai will have the exclusive jurisdiction to entertain and try any dispute hereunder.

14. OTHER COVENANTS:

A. Use of logos:

Notwithstanding anything contained in this MoU, any other document or communication, the use of the name, logo and/or official emblem etc. of either Party or any scheme implemented by it in any publication, document, paper, website or any other platform or mode is allowed only, after seeking explicit prior permission in writing from the Party who is the owner of such logo, emblem etc. Such permission may be given by such Party at its sole discretion which may further be subject to any condition which such Party considers appropriate.

B. Severability:

Any provision of this MoU which is prohibited, unenforceable or is declared or found to be illegal, unenforceable, or void in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this MoU or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this MoU, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this MoU as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this MoU.

C. Amendment:

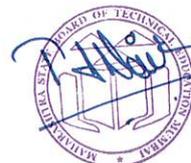
The terms and conditions of this MoU shall not be changed or modified except by written amendment mutually agreed by the Parties.

D. Entire MoU:

This MoU constitutes the entire MoU between the Parties, and revokes and supersedes all previous MoUs between Parties, if any, concerning the matters covered herein whether written, oral, or implied. All rights and remedies covered hereunder is available only to the contracting Parties of this MoU and no third party shall be deemed to be privy to this MoU or any provision hereof.

E. Waiver:

The failure of a Party to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this MoU shall not be construed as a waiver or a



relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this MoU or the rights of the that Party hereto.

F. Survival:

Any provision of this MoU which either expressly or by their nature extend beyond the expiration or termination of this MoU will survive such expiration or termination, including without limitation, Clause on Indemnity, Confidentiality, IPRs, Dispute Resolution, Survival, etc.

G. Ethics and Anti-Corruption:

Parties will adopt appropriate processes to prevent offering any illegal gratification in the form of bribes or kickbacks either in cash or in kind in the course of all dealings with each other and engage in an ethical manner with the highest business standards. Any instances of such violations will be taken in a serious manner, and Parties reserve the right to take all appropriate actions or remedies as may be required under the circumstances.

H. Counterparts:

The original executed MoU shall be retained by NIELIT, and a certified copy of the same shall be provided to the Second Party.

The parties hereto have caused this MoU to be executed on the day and year first herein written above.

For and on behalf of
NIELIT



Sign:

For and on behalf of
**Govt. of Maharashtra
through Maharashtra
State Board of
Technical Education**

Sign:



IN WITNESS WHERE OF, the parties here to have signed this MoU hereunder on the 1st Day, of month October, in the year 2024 respectively mentioned against the signature of each.

National Institute of Electronics and Information Technology	Maharashtra State Board of Technical Education
Signature <i>Alok Tripathi</i>	Signature <i>P. A. Naik</i>
Name: ALOK TRIPATHI	Name: PRAMOD A. NAIK
Designation: Director (Scheme/Skilling) & CCDE	Designation: Director
Date And Place- 1 st October, 2024, New Delhi	Date And Place- 1 st October, 2024, New Delhi
WITNESS HIMANSHU MOHAN	WITNESS
Signature <i>Hm</i>	Signature <i>C.D. Kapse</i>
Name: HIMANSHU MOHAN	Name: Dr. C. D. Kapse
Designation: JOINT DIRECTOR	Designation: Dy. Secretary.

