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Purchased by	: NIELIT HARIDWAR
Description of Document	: Article 5 Agreement or Memorandum of an agreement
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First Party	: NIELIT HARIDWAR
Second Party	: VEER MADHO SINGH BHANDARI UK TECH UNI DEHRADUN
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### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and entered into on Friday the 27<sup>th</sup> January 2023.

**Statutory Alert:**

- 1. The authenticity of this Stamp certificate should be verified at [www.stampcertapp.com](http://www.stampcertapp.com) or using a Stamp Mobile App of Stamp Printing.
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BY AND BETWEEN

National Institute of Electronics & Information Technology, (NIELIT) Haridwar, an autonomous scientific society under Ministry of Electronics & Information Technology (MeitY), Government of India, having its office at 2<sup>nd</sup> Floor, Government Polytechnic Building, Plot No. 6C, Sector-11, SIDCUL, Haridwar, hereinafter called 'NIELIT-HARIDWAR' which expression shall, where the context so admits, be deemed to include its successors, executors, administrators or permitted assigns of the ONE PART.

And

Veer Madho Singh Bhandari Uttarakhand Technical University, Dehradun, Uttarakhand-248007, hereinafter called 'VMSBUTU-DEHRADUN' which expression shall, where the context so admits, be deemed to include its successors, executors, administrators or permitted assigns of the SECOND PART.

WHEREAS, NIELIT offers various Training Programmes in the field of IECT to equip the students with necessary knowledge of the key industry practices and skills to be fruitfully employed besides exposure to live projects and hands-on practical training.

WHEREAS both parties have held discussion and agreed that NIELIT-HARIDWAR and VMSBUTU-DEHRADUN may identify various key area of cooperation in order to promote Digital Literacy, generate Skilled Technical Manpower and proliferate Knowledge Sharing among faculties of both prestigious institutions.

Therefore, both parties wish to conclude this Memorandum of Understanding (hereafter called "MoU") to co-operate on the activities set forth in this MoU.

**A) THE OBJECTIVE**

To foster collaboration, share experience, and to facilitate advancement of knowledge, NIELIT-HARIDWAR and VMSBUTU-DEHRADUN agree to explore the possibility of engaging in the following modes of collaboration and the objectives of this MoU are:

- a. Exchange of information on research, teaching, learning materials and other literature relevant to the educational and training programmes of both the institutions.
- b. Joint organization of seminars, conferences, workshops on topics of mutual interest, while extending invitation to each other's faculty to participate therein and the expenses on such account would be finalized by both the institutions on case-to-case basis;
- c. Conduct of Faculty Development Programmes by NIELIT-HARIDWAR for the faculties of VMSBUTU-DEHRADUN in niche areas and future skills;



- d. Conduct of Industrial/Summer Training programmes by NIELIT HARIDWAR in advanced and upcoming technologies in the areas of IECT and allied verticals with an aim to equip students of VMSBUTU-DEHRADUN with necessary knowledge of the key industry practices and skills besides exposure to live projects and hands-on practical trainings in order to enhance their employability;
- e. Capacity Building of Faculty and Students of VMSBUTU-DEHRADUN on NSQF (National Skills Qualification Framework) aligned courses of NIELIT.
- f. To promote interaction between NIELIT-HARIDWAR and VMSBUTU-DEHRADUN in mutually beneficial areas which so far have been identified above.

The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

#### **B) PROPOSED MODES OF COLLABORATION**

Recognising the mutual interest in the fields of research, development, education, training, transfer of technology and dissemination of knowledge on long-term basis, NIELIT-HARIDWAR & VMSBUTU-DEHRADUN hereby agree to establish collaboration according to terms and conditions set out in the following, hereunder.

Cooperation between the two institutions may be established within any field related to academic and research of mutual interest:

##### **a. EXCHANGE OF INFORMATION ON RESEARCH, TEACHING, CURRICULAM DESIGN AND LEARNING MATERIALS:**

NIELIT-HARIDWAR and VMSBUTU-DEHRADUN may exchange information on research and educational programmes, curriculum design, teaching/learning material and other literature relevant to their educational and research programmes. Further, NIELIT-HARIDWAR and VMSBUTU-DEHRADUN agree to explore ways to share teaching/learning material and other relevant literature, while respecting each other's intellectual property and other rights.

##### **b. JOINT ORGANIZATION OF CONFERENCES, WORKSHOPS AND TRAINING PROGRAMMES:**

NIELIT-HARIDWAR and VMSBUTU-DEHRADUN agree to help identify and invite faculty members from each others institution to participate in conference, workshops and training programmes. The terms and conditions for such participation will be worked out by mutual agreement between the invited faculty member(s) and the institution extending such an invitation.



**c. FACULTY DEVELOPMENT PROGRAMMES:**

NIELIT-HARIDWAR will organize Faculty Development Programmes (FDP) in the upcoming areas of IECT and allied verticals time-to-time for the faculties of VMSBUTU-DEHRADUN. The financials and schedule of FDP programmes may be worked out mutually by both institutions on case-to-case basis.

**d. SKILL DEVELOPMENT PROGRAMMES:**

Skill Development Programs: NIELIT-HARIDWAR to train the students of VMSBUTU-DEHRADUN on the emerging technologies in order to bridge the skill gap and make them industry ready.

**C) TERMS & CONDITIONS**





1. NIELIT-HARIDWAR agrees to take students of VMSBUTU-DEHRADUN for admission to its Summer/Industrial Training Programmes and other Advanced Training Programmes or any other Training Programme, as deemed fit, in the best interest of the students, mutually decided with VMSBUTU-DEHRADUN on case-to-case basis.
2. NIELIT is implementing SCSP/TSP Scheme of Government of India. Benefits may be extended to eligible SC/ST candidates of VMSBUTU-DEHRADUN subject to availability of seats and compliance of norms of the scheme.
3. NIELIT-HARIDWAR will customize the Industrial/Summer Training programmes offered to students of VMSBUTU-DEHRADUN by incorporating NIELIT's trademark strengths along with a special emphasis on Core Concepts of the technologies.
4. The present MoU can be terminated by either party by giving a notice of three months without assigning any reason. In this regard, neither party shall have any claim against the other party and its officials on account of termination of this MoU. However, the responsibilities and duties of both parties in respect of the students already registered for any of the Programmes under this MoU shall not end with the termination of the MoU, and these will remain valid in totality until completion of evaluation of the already registered students and reporting of their results.
5. Programmes may be added/modified/dropped as mutually agreed upon by both parties to keep the bouquet of courses up-to-date with current technology/trends. The Fee structure of the courses is subject to revision time-to-time. NIELIT-HARIDWAR will intimate VMSBUTU-DEHRADUN about such changes so as to keep students informed about the latest fee structure.
6. The financial commitment on the part of the NIELIT-HARIDWAR or VMSBUTU-DEHRADUN to take up any program mentioned in the MoU will be dealt separately.



7. Commencement and duration of the programmes under MoU will be as per schedule mutually agreed upon between NIELIT-HARIDWAR and VMSBUTU-DEHRADUN.
8. NIELIT-HARIDWAR reserves the right to cancel registration of students not adhering to NIELIT's code of attendance and discipline.
9. Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages/losses) arising out of or in connection with this MoU due to breach of any provisions of this MoU by such party or as a result of any act of negligence/omission or commission on part of such party and/or its employees, agents etc.
10. **Relationship between the parties:** It is expressly agreed that NIELIT-HARIDWAR and VMSBUTU-DEHRADUN are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither party shall have, nor represents itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.
11. **Arbitration:** In the event of any difference or dispute arising between the parties in connection with or concerning the observance of the terms and conditions or interpretation thereof, the same shall be jointly resolved by Director-in-Charge, NIELIT-HARIDWAR and Registrar, VMSBUTU-DEHRADUN in a spirit of independence, mutual respect and shared responsibilities, failing which both parties shall appoint a mutually agreed arbitrator. The decision of arbitrator shall be final and binding on parties hereto. The Arbitration and Conciliation Act, 1996 and Rules framed there under shall be applicable to the parties hereto.
12. In all matters and disputes arising hereunder the appropriate courts at Haridwar under the jurisdiction of Hon'ble High Court of Uttarakhand at Nainital shall have the jurisdiction to entertain and try them.



In witness where of the Parties have here into set and subscribed the hands and seals on the date month and year first above written.

<p><b>For and on Behalf of NIELIT-HARIDWAR</b></p>  <p>(Signature &amp; Stamp of Authorized Signatory of NIELIT-HARIDWAR)</p> <p>Name: Sh. Anurag Kumar</p> <p>Designation: Director-in-Charge NIELIT Haridwar</p>	<p><b>For and on Behalf of VMSBUTU-DEHRADUN</b></p>  <p>(Signature &amp; Stamp of Authorized Signatory of VMSBUTU-DEHRADUN)</p> <p><b>Registrar</b> Veer Madho Singh Bhandari Name: Sh. K. L. Gupta Uttarakhand Technical University Dehradun, Uttarakhand Designation: Registrar, VMSBUTU Dehradun</p>
<p><b>Witness 1:</b> </p> <p>Signature:</p> <p>Name &amp; <b>Dr. Vishal Rana</b> Designation: Co-ordinator, FOT UTU, D. Bar.</p>	<p><b>Witness 2:</b> </p> <p>Signature:</p> <p>Name &amp; <b>Sunil Kumar</b> Designation: Staff officer to V.C.</p>