

MEMORANDUM OF UNDERSTANDING

Between



Punjab Engineering College
(Deemed to be University)
Sector-12
Chandigarh 160012, India

And



**National Institute of Electronics &
Information Technology, Chandigarh**
Permanent Campus at Birla Farms, Bada Phull,
Ropar – 140001

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MoU") is made on _____

By and Between

Punjab Engineering College (Deemed to be University) Chandigarh, (abbreviated as PEC or PEC, Chandigarh) functions under the control of the Government of India through the Chandigarh Administration (hereinafter refer to as 'PEC, Chandigarh'), represented by its Director, having its main office at Sector -12, Chandigarh-160012,

And

National Institute of Electronics & Information Technology, Chandigarh having its office at Birla Farms, Bada Phull, Ropar – 140001 acting through Executive Director (hereinafter referred to as NIELIT Ropar which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the second part

PEC, Chandigarh and **NIELIT Chandigarh** may hereinafter collectively be referred to as "**Parties**" and individually as "**Party**"

1. OBJECTIVE

- a) Whereas, PEC, Chandigarh is a premier institute of international repute imparting engineering and scientific education amongst diverse disciplines and is contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science and Technology by undertaking industrial and applied research and consultancy.
- b) Whereas, NIELIT –National Institute of Electronics and Information Technology is an autonomous scientific society under the administrative control of Ministry of Electronics and Information Technology, Government of India, engaged in the development of qualified human resources in the areas of IT, Electronics, Communications, Hardware, Cyber Law, Cyber Security, IPR, GIS, Cloud Computing, ESDM, e-Governance, and related verticals.
- c) PEC, Chandigarh and NIELIT Ropar will jointly organize events such as short-term courses, seminars, workshops, conferences, training program, symposia, conclaves, short term courses, webinars etc. for technical skill development of students/ faculty/ industry persons.
- d) PEC, Chandigarh and NIELIT Ropar will utilize the infrastructural facilities such as software, computational facilities, and industrial skill augmentation available at PEC, Chandigarh and NIELIT Ropar through modular courses or customized training for the mutual benefits at mutually agreed rates/ terms and conditions.
- e) PEC, Chandigarh and NIELIT Ropar will support each other's endeavours in delivering academic programs and training activities with respect to facilities available at each other institutions.


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- f) Any other objective as mutually agreed upon.
- g) Both parties acknowledge and understand that all financial arrangements, if any, will be subjected to prior written agreement and availability of funds for each activity/project undertaken.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, constituting good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties mutually agree hereto as follows:


2. ROLE AND RESPONSIBILITIES

2.1 ROLE AND RESPONSIBILITIES OF PEC, CHANDIGARH

- a) Identify a senior level in-house faculty member preferably not below the rank of Professor, to be the Program Officer and provide full commitment for the successful outcomes of the program.
- b) Ensure highest level of quality to be aimed for and to be achieved at all stages of the Program in order to ensure that programs meet its stated objectives.
- c) Provide educational infrastructure: classroom, audio visual and computing support, for all students of the program, if need be.
- d) Provision of expert faculty/domain experts for teaching modules apart from ICT to be offered by PEC, Chandigarh.
- e) Define admission policy, eligibility criteria and selection process.
- f) Create awareness about the program amongst potential recruiters both from the Government and Private sector and invite them to conduct campus recruitment at PEC, Chandigarh.

2.2 ROLE AND RESPONSIBILITIES OF NIELIT ROPAR

- a) Identify a senior in-house Officer to be the Program Officer not below the rank of Scientist 'D' and provide full commitment for the successful outcomes of the program.
- b) Conduct admissions in a fair and transparent manner with the support of PEC, Chandigarh.
- c) Extend its expertise in the subject matter for conducting classes/courses/sessions.
- d) Design activities and events for creating awareness for the program, enabling prospective students from the private sector, open market and government to submit their applications/candidature for the said program with support of PEC, Chandigarh.
- e) Engage eminent resource persons from Industry and Academia for sharing Industrial experiences as a resource person.



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2.3 ROLES AND RESPONSIBILITIES OF PEC, CHANDIGARH AND NIELIT ROPAR

- a) PEC, Chandigarh and NIELIT Ropar may jointly constitute a committee of 3 – 5 members for designing the course curriculum keeping in view latest industry requirements.
- b) Designing of course curriculum jointly keeping in view the latest industry requirements.
- c) Preparation of the program structure and program manual, if needed.
- d) Facilitate consultation and involvement of at least one industry/institution working in ICT / emerging technologies for the design and delivery of course curriculum of the Program.
- e) In order to attract best talents, PEC, Chandigarh and NIELIT Ropar shall jointly release advertisement through print and audio-visual media and conduct joint publicity programs at regular intervals.
- f) Successful candidates shall be awarded Certificate/Diploma jointly issued by PEC, Chandigarh and NIELIT Ropar.
- g) Preparation of a session-wise timetable, teaching material and to conduct online examination.
- h) This Memorandum of Understanding is a document of good faith and shall be followed by an Agreement on mutually agreed terms and conditions to detail out the financial implication and revenue sharing among the parties.
- i) Implementation of the MOU would be monitored on a six-monthly basis by a steering committee comprising of three members from PEC, Chandigarh and NIELIT Ropar each, who would decide on the detailed course curriculum and lay down the guidelines for admissions process and selection criteria.
- j) Any notice / communications required to be given by the parties shall be addressed to the parties at the address specified at the first page of this MoU.

3. OWNERSHIP OF THE PROGRAMME

NIELIT Ropar and PEC, Chandigarh shall own the IP rights over the "Structure of the Program" to the extent such educational initiatives can claim ownership and IP rights as per the prevailing practices and the laws of the country. The course curriculum, pattern, syllabus design, mode of delivery, Examination etc. of the aforesaid program shall be the sole right of NIELIT Chandigarh and PEC, Chandigarh. The structure of the program shall be governed as per the ordinance of the PEC, Chandigarh after getting approvals from the statutory bodies of PEC, Chandigarh and policies of NIELIT Ropar. The IP rights over the course content of the program shall vest with NIELIT Ropar and PEC, Chandigarh.




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4. CONFIDENTIALITY

- i. During the tenure of the MOU, both, (PEC, Chandigarh and NIELIT Ropar) will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.
- ii. Both, (PEC, Chandigarh and NIELIT Ropar) shall bind their respective personnel who come into possession or knowledge of any confidential information NOT to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this MoU or PROJECTS.
- iii. Further both (PEC, Chandigarh, and NIELIT Ropar) shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.
- iv. Confidential Information shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally disclosed by the disclosing party under this MoU or any subsequent addendum, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- a) Is or become publicly available through no fault of the receiving party
- b) Is already in the rightful possession of the receiving party prior to its receipt of such data or information.
- c) Is independently developed by the receiving party without reference to the confidential information of the disclosing party
- d) Is rightfully obtained by the receiving party from a third party or is in the public domain.
- e) Is disclosed with the written consent of the party whose information it is, or
- f) Is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

5. AMENDMENTS

Any amendment add/or addenda to the MoU shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the MoU and have the effect of modifying the MoU to the extent required by such amendments or addenda.

6. INDEMNITY

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.

7. PERIOD OF VALIDITY:

This MOU will be effective for a period of **03 years (three years)** from the date of signing and can be renewed for a further term if mutually agreed by both the parties. However, the agreement may be terminated from either side, if either party serves notice to other party at least three months before the commencement of the next Academic Session / Training Program.

8. FORCE MAJEURE

For the purpose of this MoU, the expression "**Force Majeure**" shall mean any cause affecting the performance of a party of its obligations arising from acts, events, omissions, happenings or non-happenings, beyond its reasonable control including (but without limiting the generality thereof) Governmental Regulations, fire, flood, earthquake, strikes, or any other disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening shall only be considered Force Majeure if it is not attributable to willful act, neglect or failure to take reasonable precautions of the affected party. Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever, including but not limited to any damages or abetment of charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations here under which is due to Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavors to continue to perform or resume performance of such obligations here under for the duration of such Force Majeure event.

9. TERMINATION

The present MoU can be terminated by either party by giving a notice of three months. 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 Programs 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 by both parties.

10. ARBITRATION/ JURISDICTION


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 General, NIELIT and an officer/office-bearer of suitable designation from PEC, Chandigarh, in a spirit of independence, mutual respect

and shared responsibilities, without any resort to arbitration or other form of legal remedy including resort to court of law. However, the MoU shall be subject to the exclusive jurisdiction of the courts at New Delhi

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date first above written.

For and on behalf of
Punjab Engineering College,
Chandigarh

For and on behalf of
National Institute of Electronics &
Information Technology, Permanent
campus Ropar


(Dr. Baldev Setia)
Director
PEC, Chandigarh
Dated: 13.01.2023
Director Punjab Engineering College Deemed to be University Chandigarh


(Subhanshu Tiwari)
Executive Director
NIELIT Ropar
Dated: 26-12-2022
EXECUTIVE DIRECTOR
नाइलिट रोपर


Prof. Divya Bansal
Head CSRC and Dean Alumni,
Corporate and International Relations
PEC, Chandigarh
Dated: _____
Dean Alumni Corporate & International Relations Punjab Engineering College, Deemed to be University Chandigarh


Dr. Manish Arora
Additional Director,
NIELIT Chandigarh
Additional Director, NIELIT Chandigarh
नाइलिट चण्डीगढ़

Witness 1

Witness 2

Name: _____

Name: _____

Designation: _____

Designation: _____