

MEMORANDUM OF UNDERSTANDING

Provisioning of skill trainings, crash courses, summer training and internships for augmenting students' knowledge in emerging technologies and future skills areas for better employability and industry orientation



NOVEMBER 1, 2022

NATIONAL INSTITUTE OF ELECTRONICS & INFORMATION TECHNOLOGY (NIELIT), KURUKSHETRA
AND
OM STERLING GLOBAL UNIVERSITY, HISAR
HARYANA

MEMORANDUM OF UNDERSTANDING

Between

National Institute of Electronics and Information Technology (NIELIT), Kurukshetra, Government Polytechnic Campus, Umri, Kurukshetra, Haryana

and

Om Sterling Global University, Hisar, Haryana

Whereas, National Institute of Electronics and Information Technology, Kurukshetra, hereinafter referred to as "NIELIT", which expression shall unless repugnant to the context thereof, include its successors and permitted assigns), is an autonomous scientific society under Ministry of Electronics & Information Technology (MeitY), Government of India and having its office in Government Polytechnic Campus, Umri, Kurukshetra and hereinafter unless the context otherwise requires be referred to as **NIELIT**.

Whereas, Om Sterling Global University, Hisar hereafter referred to as "OSGU" which expression shall unless repugnant to the context thereof, include its successors and permitted assigns, established in Hisar, Haryana and hereinafter unless the context otherwise requires be referred to as "OSGU".

WHEREAS, both OSGU and NIELIT, now :

- i. Recognize the need to create momentum in capacity building of students in demand oriented areas like Artificial Intelligence, Machine Learning, Advance Web Development, IoT, Mobile Applications Development and others in the State of Haryana.
- ii. Are aiming to develop local talent to make the region self sufficient in these technologies.
- iii. Intend to collaborate to train students in these advanced technologies to enhance their skills to increase their employability.

Now, therefore, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both OSGU and NIELIT hereby acknowledge and agree to sign a Memorandum of Understanding (MOU) on date 9/11/22 at _____.

1.) Object of MoU:

NIELIT to deliver skill trainings, crash courses, summer training and internships to students of OSGU in latest areas of technologies so that students are oriented for industry and knowledge & skilling gaps are bridged for better employability.

2.) Scope of MoU:

- i. The objective of this collaboration is to provide opportunity to facilitate the advancement of knowledge on the basis of reciprocity, best effort, mutual benefit and frequent interactions.
- ii. Exchange of intellectual knowhow and resources.
- iii. Partnership in entrepreneurship driven opportunities and resources so as to launch the skill oriented, tailor made courses in line with Govt. of India's vision of Skill India, Digital India and Make in India.

- iv. Create the best academic and industry content for educating local talent attuned to the local requirements in advanced technologies.
- v. Conduct workshops and training courses for students and faculties.
- vi. Work towards creating socially responsible manpower that benefits the individual trainees as well as society, and support social entrepreneurship amongst students.
- vii. Bridge the gap between availability of capable, employable technical manpower and demand for the same.
- viii. Any other mutually agreed collaboration that is beneficial to the nation, state, society or students.

3.) Modus Operandi:

- i. Courses shall be finalized as per industry needs by a team comprising experts from both organization and in consultation with industry representatives.
- ii. NIELIT will prepare annual separate academic calendar for the assignment in consultation with OSGU at the time of start of academic year.
- iii. The same would be circulated widely by both organizations.
- iv. Nominations be invited online. If response in more than the planned batches, more batches would be added subject to availability of resources.
- v. Industry connect of NIELIT would be leveraged for placement support.
- vi. Based upon feedback, results and experiences, corrections were incorporated through a process of review.
- vii. Facilities of Institutions would be leveraged for delivering of training wherever feasible subject to availability. Also this would be extended to other institutions students too in the larger interest of student's community.

4.) Responsibilities of NIELIT:

- i. Develop innovative models and courses for training interventions for students and other resources as & when needed.
- ii. Execute training & skilling programmes as finalized and put in calendar.
- iii. Schedule workshops as per need for students.
- iv. Facilities at OSGU would be leveraged for cost effectiveness and enhanced utilization.
- v. Need analysis for continuous improvement.

5.) Responsibilities of OSGU:

- i. Collaborate with NIELIT for training interventions for students
- ii. Assign training programmes to NIELIT
- iii. To extend all possible support, facilities to training programmes.
- iv. OSGU to partner in developing training at NIELIT for students

6.) Financial Model:

- i. Course fees would be charged as per costing norms of NIELIT.
- ii. Cost advantage of utilizing the facilities of institution would be passed to beneficiary.
- iii. If resources from Institutions are engaged for course delivery, remuneration would be paid to individuals as per NIELIT Norms.
- iv. Any benefit from Government Scheme for any course, if admissible, would be availed and passed to beneficiary

7.) Effective Dates and Duration of MoU:

The effective date would be the date of signing of this MoU and the duration of the MOU shall be for a period of Three/03 years from the effective date. During its tenancy, the MOU may be extended or terminated by a prior notice of not less than 3 months by either party. However, termination of the MOU will not in any manner affect the on-going projects or trainings being undertaken at that point of time under the MOU. Any clause or article of the MOU may be modified or amended by mutual consent of both institutions.

8.) Confidentiality

During the tenure of the MOU, both Institutes 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 to this MOU. Both institutes 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. Further both Institutes shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

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 MOU, 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:

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

9.) 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 amendment or addenda.

10.) Resolution of Disputes

This MOU shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Kurukshetra. The dispute or difference whatsoever arises between parties in relation to or in connection with this MOU both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of The Arbitration and

Conciliation (Amendment) Act, 2015. The venue of arbitration shall be Kurukshetra and Language of arbitration shall be English.

11.) Miscellenaous

The headings and subheadings are inserted for convenience only and shall not affect the construction of this MOU. Both OSGU and NIELIT shall not, during the term of this MOU directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

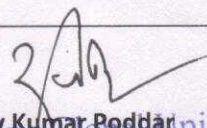
After this MOU has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

Director-In-Charge
NIELIT KURUKSHETRA

Om Sterling Global University
NH-52, Hisar-Chandigarh Road,
HISAR, Haryana-125001

12.) In witness where of the

Parties hereof have caused this Memorandum of Understanding (MoU) to be signed in their respective names as of the day and year written first herein above.

Signed on the <u>9th</u> day of <u>Nov</u> month, year 2022 by	
 (Mr. Shiv Kumar Sharma) Director Incharge NIELIT Kurukshetra	 Prof. (Dr.) Ajay Kumar Poddar Pro Vice Chancellor Om Sterling Global University, Hisar
Witness :  Mr. Jitesh Kumar Prajapat Scientist-B, NIELIT Kurukshetra	Witness:  Prof. (Dr.) Shobhna Poddar Dean CRT ,Om Sterling Global University, Hisar