



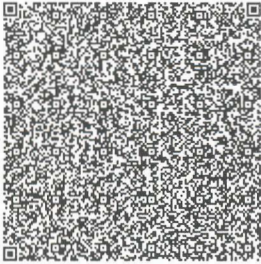
सत्यमेव जयते

## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

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Account Reference : IMPACC (IV)/ dl884903/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL88490394580757807501N  
Purchased by : NIELIT  
Description of Document : Article Others  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : NIELIT  
Second Party : IETE  
Stamp Duty Paid By : NIELIT  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



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#### Memorandum of Understanding

This Memorandum of Understanding (MoU) is made on 11<sup>th</sup> September 2015, at New Delhi between:

**National Institute of Electronics & Information Technology (NIELIT)**, an Autonomous Scientific Society under the administrative control of Department of Electronics & Information Technology (DeitY), Ministry of Communications & information Technology, having its registered office at Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi-110 003, and referred to as "NIELIT", which expression shall include its successors and permitted assigns.

#### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AND

**Institution of Electronics and Telecommunication Engineers (IETE)**, India's leading recognised professional society devoted to the advancement of Science and Technology of Electronics, Telecommunication & IT and have its registered office at 2, Institutional Area, Lodi Road, New Delhi 110 003, and referred to as "IETE", which expression shall include its successors and permitted assigns.

IETE and NIELIT will collectively be known as parties and individually as party

WHEREAS IETE, is an Institution that provides leadership in Scientific and Technical areas of direct importance to the national development and economy. Government of India has recognized IETE as a Scientific and Industrial Research Organization (SIRO) and also notified it as an educational Institution of national eminence;

AND WHEREAS IETE is also executing Capacity Buildings and Skill Development projects, under Skill Development Programmes in various States of India;

AND WHEREAS NIELIT is having the expertise and mandate to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technologies (IECT) and allied verticals.

AND WHEREAS NIELIT also Accreditates Institutes for conducting O, A, B and C level IT Courses based on the prescribed norms;

AND WHEREAS NIELIT also Grants permission to Institutes to act as Facilitation Centres to conduct Digital Literacy Courses based on the prescribed norms;

AND WHEREAS NIELIT also conducts Examination, Evaluation and Certification of various types of Courses;

AND WHEREAS NIELIT is a Key Implementing Agency in the execution of the two schemes of Government of India for skill development in ESDM (Electronics System Design & Manufacturing) which are being implemented in all the States and UTs of the country.

NOW, THEREFORE, IETE and NIELIT agree to join hands for imparting training in Skill Development and Capacity Building. Both the parties also agree for joint execution and implementation of future Skill Development / Capacity Building Projects.

It is agreed between the parties as under:

1. NIELIT/ IETE shall carry out the need assessment for the various training requirements in areas of interest on case to case basis.



2. Need assessment information shall be shared between two parties.
3. IETE / NIELIT shall give presentations to various funding agencies for allocation of funds for projects and training.
4. IETE / NIELIT shall develop project proposals for implementation of such projects in various states of the country.
5. IETE will get the Accreditation/Facilitation Status for their Training Centres for various IT and ESDM courses from NIELIT based on the prescribed norms.
6. IETE and NIELIT may utilize the resources of each other (e.g. venue, instructors etc.) as per mutually agreed terms on case to case basis.
7. NIELIT may conduct training of IETE's sponsored courses in IECT sector on mutually agreed terms and condition on case to case basis.
8. NIELIT will carry out Third Party Assessment for courses designed and developed by IETE on payment basis whereas NIELIT will carry out certification for those courses which are designed either by NIELIT or jointly by NIELIT & IETE.
9. All technical, commercial and financial terms for the Project will be on back to back basis for each other.
10. After mutual consultation, a joint team consisting of representatives of parties will be formed for various activities like technical discussions, manpower resource allocation and their period of involvement and preparation of proposals.
11. Both the parties will explore and work for the development of optional Business model for training that helps IECT sector from time to time.
12. On award of the work, mutually agreed roles and responsibility shall be decided between the parties.
13. Nothing in this MOU shall be deemed to constitute, create or give effect or recognize a Joint Venture, partnership or business entity of any kind.
14. This MOU shall be construed and governed by the laws of India and the parties hereby submit to the exclusive jurisdiction of the Delhi Courts of Law.
15. Any matter, which is not stipulated in the MOU, shall be settled in good faith by discussion among the parties in the spirit of understanding and cooperation.



**Validity:**

The term of this MOU shall be initially valid for 1(one) year extendable upto 3 years from the date of signing of this MOU. All obligations hereunder shall apply during the term of this MOU and to such obligations and commitments in relation to the projects, as may have been undertaken by the Parties.

**Indemnity:**

The parties agree to indemnify and keep each other protected and harmless against any claim or action made by any third party and/ or any loss and damage caused to either party as a result of failure on the part of the other party to discharge an obligation arising out of or in relation to this MOU.

**Force Majeure:**

The parties are not liable for any failure in performance of their obligation if such failure is as a result of Force Majeure only if such Force Majeure is accepted by the client and due concession for the same is granted by the client.

**Confidentiality:**

IETE and NIELIT agree to keep confidential all information shared with each other and will disclose the same to a third party only after taking prior written consent of the other. This clause excludes information available in Public domain. The confidentiality provisions of this MOU shall remain in full force and effect during the term of this MOU and 12 months thereafter.

**Dispute Resolution:**

In the event of any dispute or difference relating to the interpretation and, application of the provisions of this contract, such dispute or difference shall be jointly referred by the parties for Arbitration of a sole Arbitrator to be nominated by the Secretary to the Government of India in the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of legal affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary, whose decision shall be binding on the parties finally and conclusively.



The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

**Termination Clause:**

This MOU will be terminated in the event of

- a) Bankruptcy proceedings being initiated against any of the Party.
- b) Mutual agreement between the "Parties".
- c) Non-performance on the part of the either.

**Notices and other communications:**

Notices and other communications under this MOU shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in the MOU.

By signing this MOU, THE "Parties" acknowledge that it correctly records the understanding they have reached with regard to the project.

IN WITNESS HEREOF, each party hereto has caused this MOU to be executed in duplicate to be effective as on the Date herein above mentioned and signed now by its duly authorized representative.

**( For : IETE )**

Signature:



Name: Smt Smriti Dagur  
Designation: President  
Address: 2, Institutional Area,  
Lodhi Road  
New Delhi- 110003

**( For : NIELIT )**

Signature:



Name: Dr. Ashwini Kumar Sharma  
Designation: Managing Director  
Address: Electronic Niketan  
6, CGO Complex, Lodhi Road  
New Delhi - 110003

**Witness:**

Signature:

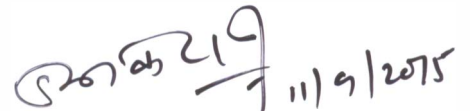


Name : Mayaben Pk Jaggi, USM (Retd)  
Designation: Secy Gen

Address: 2, Institutional Area,  
Lodhi Road  
New Delhi- 110003

**Witness:**

Signature:



Name : JANAK RAJ  
Designation: REGISTRAR, NIELIT

Address: Electronic Niketan  
6, CGO Complex, Lodhi Road  
New Delhi - 110003