



INDIA NON JUDICIAL

Government of Uttar Pradesh



IN-UP85230136057782W

e-Stamp



Certificate No. : IN-UP85230136057782W
Certificate Issued Date : 20-Jun-2024 04:01 PM
Account Reference : NEWIMPACC (SV)/ up14046104/ GAUTAMBUDDH NAGAR 2/ UP-GBN
Unique Doc. Reference : SUBIN-UPUP1404610466852456414804W
Purchased by : GALGOTIAS UNIVERSITY
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : GALGOTIAS UNIVERSITY
Second Party : Not Applicable
Stamp Duty Paid By : GALGOTIAS UNIVERSITY
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') made and executed at Gautam Buddha Nagar, Uttar Pradesh, on this 21 day of June 2024.

BETWEEN

The National Institute of Electronics & Information Technology, Gorakhpur, MMM University of Technology Campus, Deoria Road, Gorakhpur Uttar Pradesh - 273010., hereafter, referred to as "**NIELIT**" which expression, unless repugnant to the text or context thereof shall include its successors and permitted assigns of the **First Party**.

AND

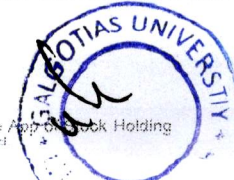
Galgotias University, having its campus at Plot No. 2, Yamuna Expy, opposite Buddha International Circuit, Sector 17A, Greater Noida, Uttar Pradesh 203201, through Dr. N.K. Gaur, Registrar, Galgotias University herein after referred to as "GU" which expression, unless repugnant to the text or context thereof shall include its successors, affiliates and permitted assigns, of the **Second Party**.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shikhesstamp.com' or using e-Stamp Mobile App or e-Stamp Book Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. In case of any discrepancy please inform the Competent Authority.

निदेशक/Director

गोखपर/गोखपर/NIELIT, Gorakhpur



PREAMBLE: The recent Indian educational policy framework, including the National Education Policy 2020, underlines the need for building skill-based capacity in the Indian youth through leveraging the capacity and capability of different institutions. To harness the same, it is important to enter into formal collaboration and MOUs with reputed institutions and industry for capacity building. There is a need for a strong collaboration between the universities and industries to come up with innovative ideas in research along with investments in R&D. The industry-academia collaboration has enhanced knowledge, innovation, and creativity and has played a decisive role in the economic growth of every nation. This agreement aims to bring together the industry, institutions, and academia for the development of better and skill-oriented all-around professionals to contribute to national development.

ABOUT NIELIT:

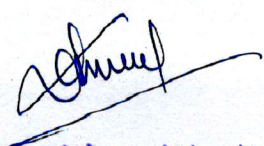
The National Institute of Electronics & Information Technology, hereinafter referred to as “**NIELIT**” is an Autonomous Scientific Society under the administrative control of the Ministry of Electronics & Information Technology (MeitY), Government of India, set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology (ICT). NIELIT is engaged both in Formal and non-formal Education in the area of IECT besides the development of industry-oriented quality education and training programmes in state-of-the-art areas.

ABOUT GALGOTIAS UNIVERSITY:

Galgotias University is a leading Educational institution based out of Greater Noida, Delhi NCR. A venture of the Smt. Shakuntla Educational and Welfare Society. The University has established itself as a high quality education provider with prime focus on holistic learning and imbining competitive abilities in students.

The University is approved by UGC and prides itself in being the only multi-discipline campus in the NCR, spread over 52 acres and equipped with world class facilities.

Galgotias University promises to become one of the India's leading universities with an acknowledged reputation for excellence in research and teaching. With its outstanding faculty, world class teaching standards, and innovative academic programmes, Galgotias intends to set a new benchmark in the Indian education system.



निदेशक/Director
रा.इ.सू.प्रौ.सं., गोरखपुर/NIELIT, Gorakhpur



The University has been accredited Grade "A+" by the National Assessment and Accreditation Council (NAAC).

And have hereby decided that both parties would adhere to the following responsibility charter listed below:

Section-1.0: MOU Signatories:

The signatories of the MOU will be First Party i.e. **NIELIT** and Second Party i.e. **Galgotias University**, Greater Noida.

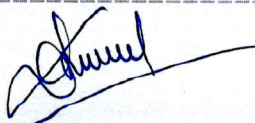
Section-2.0: Objective:

To develop skilled manpower through various Ability Enhancement and Skill Enhancement Courses (attached as Annexure to this MoU) and custom-designed courses in the domains of VLSI Technologies, C2S/SoC domain, Cyber Security, Artificial Intelligence, Cyber Law, Cyber Forensic, etc. through participatory modes such as formal & and non-formal training programs, summer internships, placements, field visits, workshops, conferences, exchange of Academic and non-Academic Staff to their respective campus etc.

Section-3.0: Engagement and Scope:

The scope of the Memorandum of Understanding is as under –

- (a) To incorporate and mandatorily offer NIELIT's Skill Enhancement and Ability Enhancement Courses in the existing curriculum of various stream of Engineering and Non-Engineering Courses of Galgotias University. (List of Ability and Skill Enhancement Courses are attached as Annexure to this MoU)
- (b) To mutually collaborate, design, and deliver formal (Diploma/Degree) & and non-formal training programs in VLSI Technologies, C2S & SoC domain, Cyber Law, Cyber Security, Cyber Forensic, Artificial Intelligence, and Cyber Law and the domain of mutual interest for students, academicians, and industry professionals at the national and international level on mutually agreed terms.
- (c) To recognize NIELIT's qualification as part of existing students' curricula and assign equivalent credits as per NEP.
- (d) To undertake collaborative research/consultancy in the relevant domains and new areas of expertise with the involvement of teams from Galgotias University, Greater Noida, and NIELIT.
- (e) To mutually plan and conduct lectures/ workshops/ symposia/


निदेशक/Director
रा.इ.सू.प्रौ.सं०, गोरखपुर/NIELIT, Gorakhpur

conferences/other similar events in mutually agreeable areas at the national/international level.

- (f) To mutually conduct Faculty/Employee Development Programs as per the expertise on a need basis on mutually agreed terms.
- (g) To offer NIELIT students summer internships, field visits, academic projects, and exchanges in areas of common interests.
- (h) To offer NIELIT training programs to Galgotias University, Greater Noida on mutually agreed terms.
- (i) To collaborate with NIELIT and offer training programs through NIELIT Virtual Academy and any other training platform of NIELIT or Galgotias University, Greater Noida on mutually agreed terms.

Section-4.0: Intellectual Property:

All Intellectual Property, including, but not limited to, copyrights, software and database rights, patents, trade secrets, trademarks, rights in designs and all other Intellectual Property or other proprietary rights ("Intellectual Property") owned by one Party prior to the date of this MOU will continue to be owned by that party. All Intellectual Property rights made available by one Party to the other Party in connection with this MOU, or otherwise, will remain the sole property of, and vest in, the first Party or its licensors. Neither Party will gain, by virtue of this MOU, any rights in or to any Intellectual Property rights owned by the other Party. Any Intellectual Property rights created by one Party without use of or reference to the Intellectual Property rights or Confidential Information of the other Party will be and will remain the sole and exclusive property of the first Party.

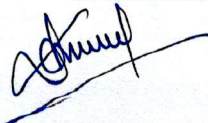
Section-5.0: Duration of Engagement:

This MOU will be valid for a period of 3 years from the date of signing. Once the initial period of 3 years is over, the MOU will be extended for a further period of 3 years, with suitable changes (as per applicability) with mutual consent. If for any reason, any one entity of the MOU is desirous not to continue with the engagement, the same can be done by giving advance notice of one month.

Section-6.0: Governing Law and Dispute Resolution:

This MOU shall be governed by and constructed in accordance with the laws of India, in the following manner:

- (a) The Parties shall attempt to amicably settle all disputes arising out of

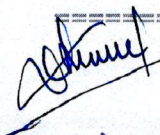

निदेशक/Director
रा.इ.सू.प्रौ.सं., गोरखपुर/NIELIT, Gorakhpur

this MoU and the obligations here under ("Dispute"). Either Party may give written notice of a dispute to the other Party within (10) days of the occurrence of the event which gives rise to such Dispute or the date such event comes to the notice of the applicable Party. Any dispute between Galgotias University, Greater Noida, and NIELIT in connection with this MoU shall be referred to the designated officials of Galgotias University, Greater Noida, and NIELIT for mutual discussions and negotiations. If no settlement can be reached through mutual discussions and negotiations within [15 days] of either Galgotias University, Greater Noida or, NIELIT, delivering a notice of the dispute to the other Party, then such matter shall be finally settled by arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any other statutory amendments or modifications thereof ("Arbitration Act"). If both parties cannot agree on a common arbitrator within 30 (Thirty) days of receiving the notice for arbitration by either party from the other party, neither party can approach the Court, by way of filing a petition under section 11 of the Arbitration and Conciliation Act, 1996 and seek appointment of a neutral person to preside over as the Arbitrator. With respect to such arbitration, the following provisions shall apply:

- The arbitration proceedings shall be conducted in English;
- The place of arbitration shall be at Noida;
- In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at, Gautam Buddha Nagar, Uttar Pradesh, shall have exclusive jurisdiction;
- The costs of arbitration shall be borne equal share as determined in the arbitration award; and
- The decision of the arbitrator(s) shall be final and binding on the Parties.

Section-7.0: Confidentiality

The Parties will use reasonable efforts to cause its respective agents, employees, and representatives to minimize distribution and duplication and prevent unauthorized disclosure of the Confidential Information of the other party. Each Party shall maintain all of the other Party's Confidential Information in strict confidence and in a secure environment and shall protect such information with the same degree of care that such Party exercises with its own confidential information. Except as provided in this MOU,


निदेशक/Director
रा.इ.सू.प्रौ.सं., गोरखपुर/NIELIT, Gorakhpur

no Party shall use or disclose any confidential information of the other Party without the express prior written consent of the other Party.

If the Receiving Party is required to disclose the confidential information, in lieu of and as a part of a judicial process, government investigation, legal proceeding, or other similar process, the Receiving Party will give prior written notice of such requirement to the disclosing Party.

Section-8.0: Notices

Any notice or other information required to this MOU will be communicated by a Party to the other Party through the registered mode of service only.

In case of any change to the communication address of the Parties, the same shall be communicated to the other side within 15 days, of the change of that address.

Any and all notices, consents, claims, requests, or other communications required or permitted to be given under any of the provisions of this MOU shall be in writing either through facsimile or by mail to be delivered by hand or by post/courier against acknowledgement. The notice shall be deemed to have been received on the next day of transmission if sent through Email and five days of date of dispatch if sent through regular post. The notice aforementioned shall be given in attention of the concerned persons at the following addresses (or to such other address as any Party may specify by notice to other Party): -

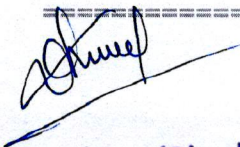
Section-9.0: Indemnification

Both Parties shall indemnify, defend, and hold each other harmless from and against, any liabilities, claims, damages, interest, judgments, costs, or expenses, including without limitation fees and expenses of the legal counsel or other professionals, made against or suffered by the other party that may arise under this MOU.

Section-10.0: Amendment

The present MOU, work plans, and programs may be modified and supplemented by mutual consent of the Parties. All the amendments, supplements, and annexes to the present MOU form an integral part of this MOU and has legal force subject to that it has been done in written form and signed by authorized signatories of the Parties.

Section-11.0: Force Majeure and Natural Calamity



निदेशक/Director
रा.इ.सू.प्रौ.सं., गोरखपुर/NIELIT, Gorakhpur



For the purposes of this MOU, force majeure shall mean and include an Act of God (including but not limited to flood, earthquake, typhoon, epidemic or other natural calamity) war or armed conflict or the serious threat of the same (including but not limited to prohibition or restriction of importation or exportation) or any other cause beyond the reasonable control of the Parties hereto including but not limited to industrial relation problem involving government/quasi-government organization /banks/ transportation / Associations/others public bodies. In case of force-majeure, the parties shall inform the second party about the liabilities to be carried out by them and are free from them after receiving an MOU of force-majeure acceptance and it shall be based on the expiration of the corresponding part or as a whole of the MOU. Documents confirming the condition of force-majeure will be required for submission during the negotiation process, and Parties shall mutually consult each other to decide the course of action to be adopted.

Section-12.0: Severability

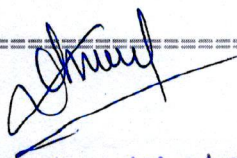
If any provision of this MOU shall be found by any Government or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this MOU and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute/Ancillary any invalid or unenforceable provision, with an authentic valid or enforceable provision which achieves the spirit specifically in lieu of the economic, legal and commercial objectives.

Section-13.0: Waiver

The failure of either Party to enforce compliance with any term or condition of this MOU shall not constitute a waiver of such term or condition of this MOU or the right to subsequently enforce such term or condition in the future. No waiver, by either Party, of any provision of this MOU shall, in any event, become effective unless the same shall be in writing and such waiver shall be effective only in the specific instance described and for the purpose that the waiver is given.

Section-14.0: Miscellaneous:

No addition or change in the terms of this MOU shall be effective or binding on either of the Parties unless reduced to writing and executed by the duly authorized representative of each of the Party.



निदेशक/Director
रा.इ.सू.प्रौ.सं., गोरखपुर/NIELIT, Gorakhpur



Section-15.0: Assignment: -

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this MOU, or rights or obligations arising hereunder, either wholly or in part, to any third party.

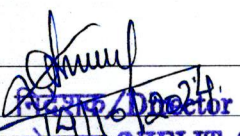

Section-16.0: Relationship

Nothing in this MOU Shall be construed to make the party a partner, agent, or legal representative of the other for any purpose.

Section-17.0: Entire MOU

This MOU and the Schedules (if any) hereto represent the entire MOU as to the subject matter hereof and supersede any prior understandings between the Parties relating to the subject matter hereof.

In Witness Whereof, the Parties have set their hands and seals hereto on the day and date first mentioned.

For on behalf of First Party i.e. The National Institute of Electronics & Information Technology, Gorakhpur	For on behalf of Second Party i.e. Galgotias University
	
Signature:-	Signature:-
Name:- Dr. D.K. Mishra	Name:- Dr. Nitin Kumar Gaur
Designation:- Director, NIELIT Gorakhpur	Designation:- Registrar, Galgotias University
Date:-	Date:- 21/06/2024
Place:- Noida	Place:- Greater Noida
Witness:- 1	Witness:- 2