

MEMORANDUM OF UNDERSTANDING

between

PUNJABI UNIVERSITY, PATIALA



and

**NATIONAL INSTITUTE OF ELECTRONICS AND
INFORMATION TECHNOLOGY (NIELIT)
PERMANENT CAMPUS AT BIRLA FARMS, BADA PHULL, ROPAR**



MEMORANDUM OF UNDERSTANDING BETWEEN
PUNJABI UNIVERSITY, PATIALA
AND
NATIONAL INSTITUTE OF ELECTRONICS AND
INFORMATION TECHNOLOGY (NIELIT), BIRLA FARMS, BADA PHULL, ROPAR

Whereas, National Institute of Electronics and Information Technology, (hereinafter referred to as "NIELIT", which expression shall unless repugnant to the context thereof, include its successors and permitted assigns), an autonomous scientific society under Ministry of Electronics & Information Technology (MeitY), Government of India and having its office and Permanent Campus at Birla Farms, Bada Phull, Roopnagar, Punjab 140001 and hereinafter unless the context otherwise requires be referred to as **NIELIT**.

Whereas, **Punjabi University, Patiala** has been a pioneer in introducing academic and research programs in Engineering areas under Pharmaceutical Sciences, Life Sciences, Engineering Sciences and Cluster Innovation Cell in Biotechnology as the hub of interdisciplinary and transactional research with a potential for technology transfer and commercialization of the innovative research products and hereinafter unless the context otherwise requires be referred to as **PUNJABI UNIVERSITY, PATIALA**.

WHEREAS, both Punjabi University, Patiala and NIELIT, now

- Recognizing the need to create momentum in Artificial Intelligence, Machine Learning, Big Data and other advanced technologies in the Punjab Region
- Desiring to create solutions using these technologies to impact society and this region
- Aiming to develop local talent to make the region self sufficient in these technologies

Intend to collaborate to train students in these advanced technologies and create a momentum in research, both applied and fundamental, that has the potential of addressing social problems in the region.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both Punjabi University, Patiala and NIELIT hereby acknowledge and agree to sign a Memorandum of Understanding (MOU) on 28th August, 2019 at Punjabi University, Patiala.


28.08.19


28/8/19

1:SCOPE OF THE MOU

The objective of this collaboration is to provide opportunity for global experience and to facilitate the advancement of knowledge on the basis of reciprocity, best effort, mutual benefit and frequent interactions

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

2: SCOPE AND TERMS OF INTERACTIONS

A. NIELIT:

- i. Provide industry ready Training in advanced technologies such as Machine Learning, AI, Cyber Security, IoT, Cloud Computing, etc. through its scheduled training programmes after payment of applicable fees.
- ii. Identify social problems for collaborative research work to find solutions.
- iii. Work with Punjabi University to bring funding for social projects.
- iv. Run Faculty Development Programmes as per applicable charges and organise dissemination workshops.
- v. Run awareness workshops in departments of the Punjabi University on how these advanced technolgies can help advance their own subject areas.
- vi. Co-teach modules on advanced technology areas.

B. PUNJABI UNIVERSITY, PATIALA

- i. Filter good students for six months internship/6-8 week Summer Training at the NIELIT.
- ii. Faculty to engage in research on socially valuable projects in tandem with NIELIT.
- iii. Provide mentorship to students on projects of interest.



- iv. Produce e-content for training students in topics of expertise.
- v. Provide a single point of contact that will actively participate in achieving the objectives of this MoU.

3: EFFECTIVE DATE AND DURATION OF MOU

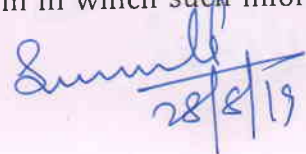
- i. The duration of the MOU shall be for a period of 5 years from the effective date.
- ii. During its tenancy, the MOU may be extended or terminated by a prior notice of not less than 3 months by either party. However, termination of the MOU will not in any manner affect the on-going projects or trainings being undertaken at that point of time under the MOU.
- iii. Any clause or article of the MOU may be modified or amended by mutual agreement of NIELIT and Punjabi University, Patiala.

4: IPR

Rights regarding publications, patents, royalty, ownership of product, design, process, code-base etc under the scope of this MOU, shall be decided by the two parties by mutual consent.

5: CONFIDENTIALITY

- i. During the tenure of the MOU, both PUNJABI UNIVERSITY, PATIALA and NIELIT 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 PUNJABI UNIVERSITY, PATIALA and NIELIT shall bind their respective personnel who come into possession or knowledge of any confidential information NOT to disclose the same to third party without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.
- iii. Further both PUNJABI UNIVERSITY, PATIALA and NIELIT 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 agreement or any subsequent agreement, 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:

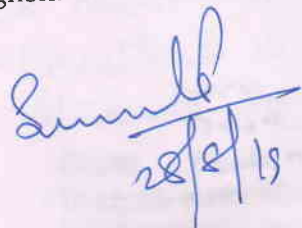
- a) Is or become publically available through no fault of the receiving party
- b) Is already in the rightful possession of the receiving party prior to its receipt of such data or information
- c) Is independently developed by the receiving party without reference to the confidential information of 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

6: AMENDMENTS

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

7: RESOLUTION OF DISPUTES

- i. This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Chandigarh.
- ii. The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT 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 Chandigarh and Language of arbitration shall be English.




8: MISCELLANEOUS

- i. The headings and subheadings are inserted for convenience only and shall not affect the construction of this Agreement.
- ii. Both PUNJABI UNIVERSITY, PATIALA and NIELIT shall not, during the term of this Agreement 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.
- iii. 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.
- iv. After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF 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 this day


Director
28-08-19
NIELIT Chandigarh
नि.इ.ए. चंडीगढ़
DIRECTOR
NATIONAL INSTITUTE OF ELECTRONICS
& INFORMATION TECHNOLOGY
CHANDIGARH, PERMANENT CAMPUS,
BIRLA FARMS, BADA PHULL, RUPNAGAR



28-08-19
DEAN ACADEMIC AFFAIRS
PUNJABI UNIVERSITY
PATIALA
Dean Academic Affairs
Punjab University,
PATIALA-147002

WITNESS 1:

Signature:

Name:

Address:



SWAYAN
SEETAR WASAN
NIELIT CHD.

WITNESS 2:

Signature:

Name:

Address:


DR. MUNRUCHI KAUR
Directorate of International
Students, PUP
Director
Directorate of International Students
Punjab University, Patiala

