

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

The ICFAI University, Sikkim

&

**National Institute of Electronics and
Information Technology**

(NIELIT), Gangtok

Ministry of Electronics & Information Technology
Government of India

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (here in after called as the 'MOU') is entered into
On this the August 28th, 2024

BETWEEN

The ICFAI University Sikkim located at Lower Sichey, Ranka Road, Gangtok Pin code: 737101 represented herein by its **Registrar** (herein after referred as '**First Party**', the University which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

National Institute of Electronics and Information Technology (NIELIT), Gangtok, an Autonomous Scientific Organization under Ministry of Electronics & Information Technology (MeitY), Government of India located at Bengthang Pacheykhani, Pakyong-737106 and represented herein by its Director-In-Charge (hereinafter referred to as "**Second Party**", the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

The ICFAI University, Sikkim and **National Institute of Electronics and Information Technology (NIELIT), Gangtok** may hereinafter collectively be referred to as "Parties" and individually as "Party"

WHEREAS:

- A) **The ICFAI University Sikkim**, the first Party is a Higher Educational Institution. Presently the Institute offers UG, PG and Certificate/Diploma courses in several various field such a Law, Management, Hospitality & Tourism, Information Technology and Liberal Arts.
- B) **National Institute of Electronics and Information Technology (NIELIT), Gangtok**, the Second Party is engaged in Skill Development, Education and R&D Services oriented with the industry requirement in the fields of Information, Electronics & Communications Technology (IECT) and is aimed to facilitate the youth/student of Sikkim to have easy access to education & training in the field of IECT with well-equipped state-of-the-art training infrastructure with qualified & trained faculty members, resulting in generation of quality & employable manpower meeting the demands of the industry
- C) First Party & Second Party believe that strong technical collaboration and co-operation between institution will promote more effective utilization of resources

And provide each of them with enhanced opportunities.

- D) The Parties intent to cooperate and focus their efforts on cooperation within the areas of Skill Based Training/Capacity Building and Education.
- E) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest taking advantage of the individual strengths

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE1-CO-OPERATION

- a. The Parties shall keep each other informed of potential opportunities and shall exchange appropriate information that may be relevant from time to time.
- b. First Party and Second Party cooperation will facilitate effective utilization of the intellectual capabilities, technical knowledge, and resources of both the parties and develop a suitable environment for advanced education and training in the growing ICT domain

CLAUSE2- SCOPE OF THE MoU

The budding students/graduates from the institutions could play a key role in technological knowledge up-gradation, innovation, meeting the emerging demands of the industry in the IT sector. Both parties believe that close co-operation between the two would be of major benefit to the youth/student community in the region to enhance their skills and knowledge. Both the parties will suitably cooperate to enable the students in both the institutions to be industry-ready and academically strong through skill development and capacity building programmes.

I. Skill Development Programs: Both parties will train the students on the emerging technologies in order to bridge the skill gap and meet the demands of the industry. The second Party will actively engage to help the delivery of the Training both (short term and long term) to students of the First Party. The First Party will provide physical resources like Labs/Classrooms, resource persons, internet connectivity etc for the hands-on training of the learners enrolled. The first party will collect the details of interested candidates before registration and send it to the second party in advance.

- II. **Faculty Development Programs:** Both parties will have Faculty Exchange & Faculty Development Programs as per requirement/need basis.
- III. **Student Exchange Programs for Internships:** Both parties will have Student Exchange Programs for the purpose of internships to gain academic knowledge, research interests, and practical experience in emerging technologies.
- IV. **Amendment:** Any provision of this MoU may be amended or modified at any time by mutual consent among the parties.

CLAUSE 3 - INTELLECTUAL PROPERTY

Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4-VALIDITY

This MoU will be effective up to three years from the date of signing, which may be further extended by mutual consent of both Parties.

Both Parties may terminate this MoU upon 30 calendar days' notice in writing. In the event to Termination, both parties have to discharge their obligations

CLAUSE 5- RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representation or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

CLAUSE 6- NON EXCLUSIVE DISCUSSIONS

The Parties acknowledge and agree that the discussions in relation to the Areas of

Collaboration are being undertaken on a mutually non-exclusive basis and either Party shall be free to enter into or consummate transactions similar to the Areas of Collaboration with any other Party in India or elsewhere.

DISPUTE RESOLUTION:

Both the ICFAI University Sikkim and NIELIT Gangtok agree that provisions content in this MoU does not create any legal obligations between the parties.

In the event of any dispute or difference in connection with this MOU shall be resolved and settled amicably by mutual discussions between Registrar, The ICFAI University Sikkim and Director-In-charge, NIELIT Gangtok.

IN WITNESS THEREOF THE PARTIES IN THEIR FREE VOLITION AND FULL UNDERSTANDING WITH THE INTENT TO LEGALLY BIND THEMSELVES TO THIS AGREEMENT EXECUTE THIS AGREEMENT THROUGH THEIR DULY AUTHORIZED PERSONNEL'S

For and on behalf of The ICFAI University, Sikkim	For and on behalf of National Institute of Electronics and Information technology (NIELIT), Gangtok
 Dr. Rohit Rathi Registrar	 Sh. Khagendra Sharma Director In-charge NIELIT Gangtok

The ICFAI University Sikkim	National Institute of Electronics and Information technology, Gangtok
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Witness1:


Sandhya R. Pant

Witness2:


10-9-24