

**MEMORANDUM OF
UNDERSTANDING(MOU)**

BETWEEN

Ambedkar College
Directorate of Higher Education
Government of Tripura

&

**National Institute of Electronics and
Information technology (NIELIT), Agartala**
Ministry of Electronics & Information Technology
Government of India

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 18th November 2019.

BETWEEN

Ambedkar College under Directorate of Higher Education, Govt. of Tripura located at Fatikroy, Unakoti, Tripura 799290 represented herein by its **Principal-in-charge** (hereinafter referred as '**First Party**', the institution 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), Agartala, an Autonomous Scientific Society under Ministry of Electronics & Information Technology (MeitY), Government of India located at R.K. Nagar, Khayerpur, Agartala, West Tripura, P.S - Bodhjungnagar, PIN-799008 and represented herein by its Academic 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).

Ambedkar College and National Institute of Electronics and Information Technology (NIELIT), Agartala may hereinafter collectively be referred to as "Parties" and individually as "Party"

WHEREAS:

- A) **Ambedkar College**, the first Party is a Higher Educational Institution in the state of Tripura.
- B) **National Institute of Electronics and Information Technology (NIELIT), Agartala**, the Second Party is engaged in Skill Development, Education and R&D Services in the fields of Information, Electronics & Communications Technology (IECT) and is aimed to facilitate the youth of Tripura to have easy access to education & training in a well-equipped state-of-the-art training infrastructure


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with qualified & trained faculty members, resulting in generation of quality & employable manpower

- C) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.
- D) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- E) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.

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

CLAUSE 1 - CO-OPERATION

1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.

CLAUSE 2 - SCOPE OF THE MoU

2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

2.2 **Curriculum Design:** Second Party will suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

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- 2.3 **Skill Development Programs:** Second Party will train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready. Second Party will actively engage to help the delivery of the Training of students of the First Party, as per National Skills Qualifications Framework (NSQF) curriculum. The First Party will provide its Labs/Classrooms and resources like internet connectivity, electricity for the hands-on training of the learners enrolled. The second party will provide the Skill Development training free to SC/ST candidates as per Govt. of India scheme and will also provide a discount of 50% on tuition fees to General/OBC students. The first party will collect the details of interested candidates before registration and send it to the second party in advance.
- 2.4 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available. The First Party to pay the fees towards the training programs (if required).
- 2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.6 There is no financial commitment on the part of the **Ambedkar College**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 - INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel 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

- 4.1 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. Implementation of the MoU would be monitored / reviewed on regular basis usually once in a one year by a steering committee comprising of at least two members each from First Party and Second Party.

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

CLAUSE 5 - RELATIONSHIP BETWEEN THE PARTIES

5.1 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 representations 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

6.1 The Parties acknowledge and agree that the discussions in relation to the Areas of Collaboration are being undertaken on a 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:

In the event of a dispute, either Party has notified the other Party of the nature of the dispute and of the measures that should be taken to rectify. The Parties will use their best efforts to settle such dispute amicably through direct negotiation. Any dispute that is not settled within sixty (60) days from the notified date, then, the same shall be referred to arbitration by an arbitrator mutually appointed by First Party and Second Party. The applicable law for arbitration will be, The Arbitration and Conciliation Act, 1996 or any of its statutory modifications or enactments thereof for the time being in force.

The place of Arbitration shall be Agartala, Tripura State, India for the purpose of this MoU and the Award shall be binding on the parties. The arbitrator's award shall be binding and final. In case, any of the party is still not satisfied with the decision of the arbitrators, clause mentioned under Governing Laws will be applicable.

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Falkar College, Falakroty,
Kroiti, Tripura.



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GOVERNING LAWS:

This MoU construed under the laws of India and subject to Arbitration above, the courts situated in Agartala, Tripura State, India shall have exclusive jurisdiction to adjudicate any disputes under this MoU.

This Agreement embodies the entire agreement amongst the Parties, any other negotiations or agreements are superseded by this Agreement.

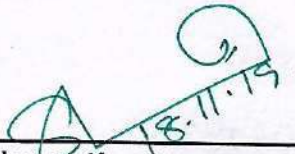
IN WITNESS THEREOF THE PARTIES IN THEIR FREE VOLITION AND FULL UNDERSTANDING WITH THE INTENT TO LEGALLY BIND THEMSELVES TO THIS AGREEMENT EXECUTE THIS AGREEMENT THROUGH THEIR DULY AUTHORIZED PERSONNEL'S

For and on behalf of

Ambedkar College, Fatikroy
Directorate of Higher Education
Government of Tripura

For and on behalf of

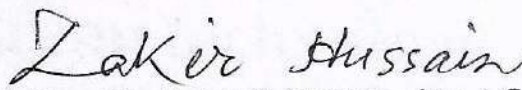
National Institute of Electronics and
Information technology, Agartala
Ministry of Electronics & Information
Technology
Government of India


18.11.19.
Dr. Subrata Sharma
Principal-In-Charge
Ambedkar College, Fatikroy
Ambedkar College, Fatikroy,
Unakoti, Tripura.

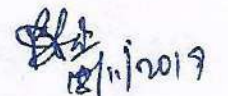

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Shri Niladri Das
Scientist - D
NIELIT Agartala Centre
Scientist-D & Academic In-Charge
NIELIT Agartala

Ambedkar College	National Institute of Electronics and Information technology, Agartala
Fatikroy, Unakoti, Tripura, Pin- 799290	R.K. Nagar, Khayerpur, P.S - Bodhjungnagar, West Tripura- 799008
03824-261916	0381-2391010
principalacfr@gmail.com	niladridas@nielit.gov.in

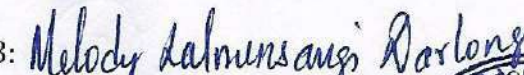
Witness1:


Zakir Hussain
(ASST. PROF. AMBEDKAR COLLEGE)

Witness2:


12/11/2019
(BINOY DAS)
STO

Witness3:


Melody Lalnunang
CASST. PROF. AMBEDKAR COLLEGE

Witness4:


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DR. SUBRATA SHARMA
Principal-In-Charge,
Ambedkar College, Fatikroy,

