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Party Name : NETAJI SUBHAS INSTITUTE OF TECHNOLOGY AMHARA BHTA
Purchased by : NETAJI SUBHAS INSTITUTE OF TECHNOLOGY AMHARA BIHTA
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Reg. Fee (Rs.) : 0 (Zero Only)
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Miscellaneous Fee (Rs.) : 0 (Zero Only)
Discore SC (Rs.) : 0 (Zero Only)
Total Amount (Rs.) : 100 (One Hundred Only)



MEMORANDUM OF UNDERSTANDING (MOU)

Between

Netaji Subhas Institute of Technology, Bihta

and

**National Institute of Electronics and Information Technology, Patna
(NIELIT)**

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into records on the Twenty Eighth day of April Month of 2023 between Netaji Subhas Institute of Technology.



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at <https://enibandhan.bihar.gov.in> or using enibandhan Mobile App. Any discrepancy in the details on this Certificate and as available on the website/Mobile App renders it invalid.
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IN 2300008893

(NSIT) and National Institute of Electronics and Information Technology, Patna (NIELIT).

Netaji Subhas Institute of Technology(NSIT), Bihta, the First Party represented herein by its Principal / Head of Institution, And **National Institute of Electronics and Information Technology, Patna (NIELIT)**. The Second party, and represented herein by its Centre Head / Director.

WHEREAS:

a) First Party is a Higher Educational Institution named: Netaji Subhas Institute of Technology, Bihta, a leading engineering college in Bihar.

b) Second party, NIELIT Patna aims to co-ordinate the activities of the various NIELIT Centres in the Eastern Region and to undertake the pro-active role for promotion of NIELIT activities in the region thereby, extending the access of NIELIT to promote knowledge and skill development in Information, Electronics and Communications Technology (IECT) at various levels which will meet the requirement of the industry, thereby making the overall development of the region especially in Bihar State.

c) NIELIT Patna is desirous to associate with NSIT on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both organizations. That, relying on the principle of good faith, by virtue of which they will carry out all the possible actions for their due fulfilment,

And relying also on their common bonds and concerns, they state their interest in strengthening their relationships through academic cooperation, and for this end they are of one accord in entering this MoU.

d) 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.

e) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.

NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS:

1 CO-OPERATION

1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.

1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

2 SCOPE OF THE MoU



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2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries. NIELIT will Conduct Internship Program/Short term course for students of NSIT in emerging technologies/future skills programmes. Based on the interest of students a short term courses in the emerging technology will be offered in each semester. Participants will be trained in the same technology in a sequential and progressive manner so that they get expertise in a particular technology by the time they complete their formal program. This will provide confidence & smooth transition for students work.

2.2. Awareness/publicity of various skill development programs/schemes conducted by NIELIT

2.3 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in-house requirements.

2.4 Placement of trained students: second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.

2.5 There is no financial commitment on the part of the NSIT, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.

2.6 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

3 VALIDITY


3.1 This Agreement will be valid for a period of 5 years with effect from the date of signing the agreement and may be renewed after that period.: MoU may be brought to an end during period of validity by either party agreeing to do so with prior notice of 1 month and in writing.

4 RELATIONSHIP BETWEEN THE PARTIES

4.1 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.

5. Intellectual Property Right Clause

"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

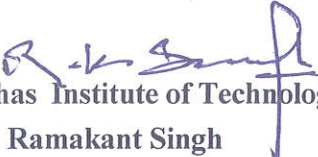
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or Confidential Information of the other Party will be and will remain the sole and exclusive property of the first Party."

6. Dispute Resolution Clause

(a) The Parties shall attempt to amicably settle all disputes arising out of this MoU and the obligations hereunder ("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 NSIT and NIELIT Patna in connection with this MoU shall be referred to the designated officials of NSIT and NIELIT Patna for mutual discussions and negotiations. If no settlement can be reached through mutual discussions and negotiations within [15 days] of either NSIT or, NIELIT Patna, 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 the parties cannot agree on a common arbitrator within 30 (Thirty) days of receiving the notice for arbitration by either party from the other party, then either 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.


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Dean (Administration)
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