

MEMORANDUM OF UNDERSTANDING

Between

NIELIT Deemed to be University

And

Gujarat University, Navrangpura, Ahmedabad

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and executed on day of 25th month November and year 2025 at New Delhi

NIELIT Deemed to be University, under the distinct category as per UGC (Institution Deemed to be Universities) Regulations, 2023, having its campus at NIELIT Ropar, Main Campus, Bada Phull, Rupnagar (Ropar), Punjab – 140001 ", (hereinafter referred to as "NIELIT Deemed to be University", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators and assigns of the **FIRST PARTY**.

AND

Gujarat University, established under the Gujarat University Act and having its main campus at Navrangpura, Ahmedabad – 380009, Gujarat, India; hereinafter Called "**Gujarat University**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators and assigns of the **SECOND PARTY**.

NIELIT Deemed to be University and **Gujarat University** are hereinafter collectively referred to as the "the Parties" and individually as "the Party".

WHEREAS, **NIELIT Deemed to be University** provides doctorate, post-graduate, undergraduate, and diploma programs primarily in IT and electronics, with a focus on emerging and industry-relevant fields like Artificial Intelligence, Cyber Security, and Cloud Computing. The university aims to offer research-oriented, industry-relevant education and also provides specialized skilling initiatives and foundational courses.

WHEREAS, **Gujarat University** provides a wide range of education, including undergraduate and postgraduate courses, professional training, and a system of external examinations. The university offers programs in various disciplines, conducts research, and provides financial aid to affiliated colleges.

AND, WHEREAS, both the Parties have held discussions and have agreed for collaboration with the purpose of synergizing their mutual strengths in public interest and to deliver a larger good for the society.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES MADE AND THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

NOW IT IS HEREBY AGREED:



5. **ADDENDUM FOR OTHER PROJECTS:** If the Parties envisage any project requiring payment of fees, then both Parties will sign separate addendums on project-to-project basis.
6. **TERM OF THE MoU:** The MoU shall be effective from the date of execution and shall remain in-force for a period of Five (5) years unless terminated earlier in accordance with this MoU or completion of the obligations mentioned under this MoU.
7. **EXTENSION OF THE MoU:** Based on mutual discussions about the work completed during the term of this MoU, any additional opportunities can be included and the extension will be finalized after signing a separate addendum for such additional activities within the broader scope of this MoU.
8. **DELIVERABLES & REPORTING:** All deliverables and reports pertaining to the project shall be elaborated in the proposal to be shared, whenever required.
9. **OBLIGATION OF THE PARTIES:** The parties agree to display NIELIT Deemed to be University and Gujrat University logos, in relation to a project-on-project site, its resource materials, annual report(s), newsletters, certificates and its website. To this extent, both Parties shall ensure that the intellectual property rights of each other are not violated. Both the Parties shall exercise reasonable skill, care and diligence in the performance of their respective obligations under this MoU. NIELIT Deemed to be University and Gujrat University shall ensure that all the project obligations are met as per project wise addendum, which is to be executed separately. There will be no financial obligations of either party to the other unless otherwise specified in the collaborative projects.
10. **TERMINATION:** Each Party has the right to terminate this MoU by giving 90 days advance notice to the other Party or on a mutually agreeable basis. Without prejudice to the foregoing, steps shall be taken to ensure that the termination of this MoU will not compromise or discriminate against any of the activities undertaken.

11. OTHER TERMS & CONDITIONS:

Amendment: The MoU shall be amended only by written mutual consent of both the Parties to the MoU.

No Relationship: Nothing in this MoU shall constitute or be deemed to constitute a partnership between the Parties, nor render one the agent of the other for any purpose whatsoever. Neither Party shall have the right or authority to assume, create or have the power to bind the other Party to contract or create any liability or obligation, expressed or implied, against, in the name of, or on behalf of another Party.

Force Majeure: A Party shall be excused from performing its obligations under this MoU to the extent its performance is delayed or prevented by a Force Majeure Event, provided that the affected Party promptly notifies the other of the occurrence of a Force Majeure Event. For the purposes of this clause, "Force Majeure Event" means circumstances beyond reasonable control of a Party, including but not limited to, change in government policy, fire, flood, epidemic, act of God, war and riot. In case the Force Majeure Event continues for a period exceeding thirty (30) days, either Party shall have the right to terminate this MoU with immediate effect, subject to fulfilling its outstanding obligations to ensure that the candidates undergoing such training programs are not impacted by termination of this MoU.



Notices: All notices, reports and receipts shall be in writing and shall be deemed duly given on (i) the date of personal or courier delivery; (ii) or other electronic transmission service such as E-Mail, provided a confirmation copy is also sent no later than the next business day as in (i), or confirmation of receipt is received, or (ii) the date of receipt by any other means of delivery.

The address for service of notice to the respective Parties is as given below:

NIELIT Deemed to be University

NIELIT Ropar, Main Campus,
Bada Phull, Rupnagar (Ropar), Punjab – 140001

Gujarat University

University in Ahmedabad, Gujarat
Navrangpura, Ahmedabad, Gujarat 380009

Either Party may change its mailing address by written notice to the other Parties in accordance with this paragraph. The Parties may also later decide upon sharing each other's email ID for such notices etc.

12. CONFIDENTIALITY:

The Parties shall keep all data or information disclosed by each other in connection with this MoU, confidential, use it only for the purpose of this Project, protect it from unauthorized use, reproduction, access and damage or destruction and employ the same degree of care as it would employ to protect its own confidential information. Under such an eventuality wherein the information is required to be shared with statutory bodies, each party must intimate the other party of such disclosure at least Three (3) days before submitting the information to the statutory bodies.

The Parties shall not during or after one year of the termination of the MoU disclose to any third party any confidential information arising from the MoU (other than in the proper performance of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction) except with the prior written permission from the other Party.

For the purposes of this Clause, “Confidential Information” shall mean information relating to proprietary, technological, economic, financial, legal, administrative, personal identification information, business or technical matters of both Parties.

13. INTELLECTUAL PROPERTY RIGHTS (IPR):

- a. Research results and study materials (e.g., reports, articles, or publications) may be exchanged freely, subject to mutually agreed IPR terms.



- b. Intellectual Property (IP) solely created by either Party during this MoU shall remain the property of that Party.
- c. Jointly developed IP shall be co-owned and used based on terms mutually agreed in good faith.

Both Parties shall acknowledge each other appropriately in any publication or presentation arising from joint efforts under this MoU, unless otherwise agreed in writing.

14. GOVERNING LAW AND DISPUTE RESOLUTION:

14.1 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 ten (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 NIELIT Deemed to be University and Gujarat University in connection with this MoU shall be referred to the designated officials of NIELIT Deemed to be University and Gujarat University for mutual discussions and negotiations.

14.2 If no settlement can be reached through mutual discussions and negotiations within 15 days or if both the Parties fail to 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 the appointment of a neutral person to preside over as the Arbitrator. With respect to such arbitration, the following provisions shall apply:

- i. The arbitration proceedings shall be conducted in English;
- ii. The place of arbitration shall be at Delhi;
- iii. In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at Delhi shall have exclusive jurisdiction;
- iv. The costs of arbitration shall be borne as determined in the arbitration award;
- v. The decision of the arbitrator(s) shall be final and binding on the Parties.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this mutually binding Memorandum of Understanding as on the date first written above.

For NIELIT Deemed to be University

Name: Dr. M M Tripathi

Designation: Director General

Stamp:
डॉ. मदन मोहन त्रिपाठी / Dr. Madan Mohan Tripathi
महानिदेशक / Director General
राष्ट्रीय इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी संस्थान (रा.इ.सू.प्रौ.सं.)
National Institute of Electronics and Information Technology (NIELIT)
नाइलिट भवन, प्लॉट नं० ३, पीएसपी पॉकेट, इंस्टीट्यूशनल एरिया
NIELIT Bhawan, Plot No. 3, PSP Pocket, Institutional Area
सेक्टर-८, द्वारका, नई दिल्ली-110077
Sector-8, Dwarka, New Delhi-110077

Witness:

1. SARET SAURABH

For Gujarat University

Name: Dr Neerga Gupta

Designation: Vice-Chancellor

Stamp:
Vice-Chancellor
Gujarat University
Ahmedabad-380 009.

Witness:

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