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कोणासाठी N.2.E.L.1.7 किन
हस्त

हाशम मी. तैय्यब
स्टॅम्प वेंडर
पत्तना क्र. 3101006
पेठा रोड, औरंगाबाद.

MEMORANDUM OF UNDERSTANDING

Between

National Institute of Electronics and Information Technology
(NIELIT) Aurangabad

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मुद्रांक कोणाकडे सादर करावयाचे -	
मुद्रांक खरेदीचे कारण -	
मुद्रांक विकत घेणाऱ्याचे नाव -	Lakshman. Ic
रहिवासी पत्ता -	
मुद्रांक विक्रीबाबतची नोंदवही अनुक्रमांक :	दिनांक :
मुद्रांक विकत घेणाऱ्याची सही	
परवानाधारक मुद्रांक विक्रेत्याची सही	परवाना क्र. ३१०१००५
मुद्रांक विक्रेत्याचे नांव : हाशम मो. तैय्यब	मुद्रांक विक्रीचे ठिकाण : कोर्ट, औरंगाबाद

And

**Dr. Babasaheb Ambedkar Technological University
Lonere**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and entered into on this day of July, 2023;

BETWEEN

National Institute of Electronics and Information Technology (NIELIT) Aurangabad is a Public educational institution that promotes Electronics, IT and knowledge-based enterprises by developing appropriate human resources and intellectual property. (Hereinafter referred to as "NIELIT Aurangabad")

AND

Dr. Babasaheb Ambedkar Technological University, Lonere, Taluka-Mangaon, District Raigad, (Hereinafter referred to as "DBATU"), through the Registrar, of the Other Part.

WHEREAS, NIELIT Aurangabad, offers, inter alia, various Training Programmes in the field of IECT to equip the students with necessary knowledge of the industry practices and skills to be fruitfully employed besides providing exposure to live projects and hands-on practical training.

AND WHEREAS the DBATU provides education in the fields of Engineering, Technology, Pharmacy, Architecture, Hotel Management, etc. and is committed to provide guidance and direction in quality technical education, research and development to meet the needs of industry, businesses, and society at large.

AND WHEREAS both parties have held discussions and agreed that NIELIT Aurangabad will impart the requisite training and award credits for the training conducted on its own, to the registered students of DBATU campus & affiliated colleges/institutes.

AND WHEREAS both the parties have a common objective of employability enhancement of students covered under the programme and set forth the modus operandi to provide Training in the field of

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IECT and all related areas by NIELIT Aurangabad to students of DBATU campus & affiliated colleges/institutes.

AND WHEREAS NIELIT Aurangabad and DBATU desire to cooperate in the promotion of teaching and research and to enter into a Memorandum of Understanding for that purpose;

NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. SCOPE OF COOPERATION:

(1) Both parties agree to provide Employability Enhancement of the students covered under the programme and to set forth the modus operandi to provide Training in the field of IECT and all related areas by NIELIT Aurangabad to students of Dr. BATU affiliated colleges / institutes under following categories:

- a. Semester / Industrial Training Programmes of 5-6 Months duration
- b. Summer Training Programmes of 6-8 weeks duration

The aim of the programme is to equip the students with necessary knowledge of the key industry practices and skills to be fruitfully employed besides providing exposure to live projects and hands-on practical training.

(2) Both parties agree to encourage Research, Innovation, Entrepreneurship and Academics by exchange of faculty, staff and resources between them, and to establish procedures by which





these activities can run effectively to serve mutual interest of both the parties.

2. TERMS OF COOPERATION

2.1 NIELIT Aurangabad agrees to take students of DBATU and its affiliated colleges/institutes for admissions through its campus at Aurangabad to its Scheduled Semester/Industrial and Summer Training Programmers or any other training programme as deemed fit, in the best interest of students, mutually decided with DBATU specially customized for DBATU incorporating NIELIT Aurangabad's trademark structured as follows:

2.1.1 Semester Training Programmes

2.1.1.1 Semester Training IT (Computer Science) Programme (5-6 months)

- a) Core concepts: Cyber Security and Digital Forensics, Object Oriented Databases, Turing machine and Von Neumann Architecture, Memory, Data structures, Process Layers Beneath the program, Software Engineering Project Management, Norms, Protocol, Digital Image Processing, Operating Systems, Artificial Intelligence, Machine Learning, Robotics process Automation.
- b) Soft Skills business Communication, Government procurement practices, GeM, e-

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Waste management, Legal aspects, IPR, IT Act, International norms.

- c) Specialization in one area of technology such as Web Designing (HTML5 Java Script), PHP with MySQL, CMS, Cloud Computing, Big data, Mobile Application Development using Android, ASP.Net with VB/C# etc.
- d) Aptitude preparation module to prepare the students for competitive exams.

2.1.1.2 Semester Training Electronics programs (5-6 months)

- a) Core Concepts: Internet of Thing (IoT), Semiconductor Electronics, Industrial Automation, Analog and Digital Electronics Concepts, Electronics Circuits and devices, Printed Circuits Boards, VLSI Design, Power Electronics, 3D Printing, Additive Manufacturing, CAD/CAM, CNC machines, Opto-Electronics.
- b) Soft Skills and Business Communication, Government Procurement Practices, Legal Aspects- IPR, IT act International norms.
- c) Specialization in one area of Technology such as Internet of things, Embedded System Design, AVR/8051/PIC/ARM/Programming with Arduino, Raspberry Pi with Python, Printed Circuit Boards, SCADA, LabView, MATLAB etc.

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- d) Aptitude preparation module to prepare the student for competitive exams.

2.1.2 Summer Training Programmes (6/8 weeks)

Short Duration Programmes in students chosen field/Languages/Technology with exposure to live projects being undertaken by NIELIT Centers. All the courses mentioned in the MOU signed with AICTE by NIELIT, will also be part of this MoU.

- 2.2 DBATU may inform to all its affiliated collages/Institutes about semester/ summer training programmes available at NIELIT Aurangabad for internship/training.
- 2.3 Any financial implications emerging out shall be worked out and the decision will be taken with mutual agreement.

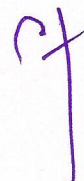
2.4 Delivery Mode

- 2.4.1 Concerned NIELIT Centre will announce the Schedule of the Skill training modules in accordance with the Academic Calendar of DBATU.
- 2.4.2 The various programmes on different topics under the MoU will consist of Theory and Hands-on Training Sessions supplemented with structured academic contents.
- 2.4.3 Practical sessions shall be held in *flexi-mode* that shall expose the students to various IECT equipment in terms of their operations.

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- 2.5 Locations: The Training would be imparted at NIELIT Aurangabad co-located within the premises of Dr. BAMU (Dr Babasaheb Ambedkar Marathwada University) or at DBATU campus or DBATU affiliated Institutes in both residential and non-residential modes.
- 2.6 DBATU will nominate one coordinator for all programmes being offered by NIELIT Aurangabad for its affiliated colleges who shall be the single point of contact for the same.
- 2.7 NIELIT Aurangabad will nominate one coordinator for all programmes on behalf of NIELIT Aurangabad.
- 2.8 NIELIT Aurangabad shall be responsible for:
- 2.8.1 Enrolment of the students
 - 2.8.2 Conduct of Training
 - 2.8.3 Assessment & Certification
 - 2.8.4 Infrastructure/modalities related to the conduct of the courses.
- 2.9 DBATU will display the information related to the programs on its website.
- 2.10 **Attendance:** Assessment and certification of only those candidates will be done, who have attended a minimum of 75% in the program.
- 2.11 **Assessment and Certification:** The Assessment will be done based on written and practical examination/project of the candidates of the respective courses subjected to minimum attendance as required.



- 2.12 Commencement and duration of the Programmes under the MoU will be strictly as per the schedule mutually agreed upon.
- 2.13 NIELIT reserves the right to cancel the registration of the students not adhering to NIELIT Aurangabad's code of attendance and discipline.
- 2.14 Both parties will share their facilities and infrastructure to promote & encourage research, academics and organizing conferences, workshops etc. for mutual benefits.
- 2.15 The MoU also includes the organization of workshops, STTPs conferences, seminars and other events, jointly at the National and International levels and training for faculty & staff.
- 2.16 The MoU will facilitate to provide information about on-going activities in order to establish contacts and collaborations between professionals/ organizations working within the same field as per the mutual understanding.
- 2.17 Both the parties will formulate the procedure to grant and transfer the credits to the courses undertaken by the students.
- 2.18 This MoU will stimulate and facilitate the development of collaborative and mutually beneficial programs which serve to enhance the intellectual capabilities at both the parties.
- 2.19 Present Agreement can be terminated by the either party by giving a notice of **three** months without assigning any reason. In this regard neither party shall have any claim against the



other party and its officials on account of termination of this agreement. However, the responsibilities and duties of both parties in respect of the students already registered for any of the programmes under the MoU shall not end with the termination of agreement, and these will remain valid in totality until completion of evaluation of the already registered students and reporting of their result by both parties.

- 3 Both Parties shall indemnify and keep the other party indemnify and harmless against any and all claims, actions proceedings by third party (including all costs, expenses, damages / losses) arising out of or in connection with this MoU due to breach of any provisions of this MoU by such party or as a result of any act of negligence / omission or commission on part of such party and/or its employees, agents etc.

4 REVIEW OF ACTIVITIES:

Progress of the activities to be carried out under this MoU will be reviewed periodically as mutually agreed.

5 **INTELLECTUAL PROPERTY AND CONFIDENTIALITY:**

- (1) All intellectual property rights (IPR) solely conceived and/or developed by the DBATU during the course of this MoU shall be owned by DBATU and all IPR solely conceived and/or developed by the NIELIT Aurangabad during the course of this MoU shall be owned by the NIELIT Aurangabad.



- (2) In respect of each project and programs of co-operation, the Universities shall negotiate and mutually agree in writing on their respective rights to intellectual property and commercial exploitation of the same, including without limitation, trademarks and service marks, copyright, patents, designs, and confidential information pertaining thereto.
- (3) Neither Party shall, at any time disclose to any third party any confidential information of the other party which is acquired during the course of activities carried out under this MoU, without the prior written consent of the other Party.
- (4) The confidentiality obligations herein will not apply to information in the public domain, information in the possession of the receiving party prior to the disclosure of the information; information which is independently developed by the receiving party, information required to be released by law and information which is rightfully received by the receiving party from third parties without any breach of confidentiality obligations.

6 NON-BINDING NATURE OF MOU:

Nothing in this MoU shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. This MoU is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration.



7 EFFECTIVE DATE AND DURATION OF MOU:

This MoU shall be effective from the date it is signed by the parties hereto. The duration of the MoU will be initially for a period of five years from the effective date, unless or otherwise terminated earlier, as per Clause 9.

8 AMENDMENT TO MOU:

No amendment to this MoU shall be valid unless the same is made in writing jointly by the parties hereto or their authorized representatives and specifically stating the same to be an amendment to this MoU.

9 TERMINATION OF MOU:

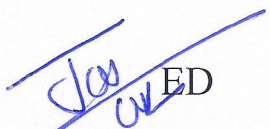
- (1) The MoU can be terminated by either party giving the other party, a prior written notice of not less than ninety days of its intention to do so but without dishonoring any commitment entered into prior to the date of termination notice.
- (2) This MoU shall also stand terminated for any reason such as legal processes, Acts of the State or similar such exigencies beyond the normal control of the party concerned and which disabled any of the parties hereto from functioning further.
- (3) Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights.

10 DISPUTE RESOLUTION:

In the event of any difference or dispute arising between the parties in connection with or concerning the observance of the terms and conditions or interpretation thereof, the same shall be jointly resolved by Executive Director, NIELIT, Aurangabad and the Hon'ble Vice- Chancellor, Dr. BATU in a spirit of independence, mutual respect and shared responsibilities, falling which both parties shall appoint a mutually agreed arbitrator. The decision of the arbitrator shall be final and binding on parties hereto. The Arbitration and Conciliation Act, 1996 as mentioned from time to time and rules framed there under shall be applicable to the parties hereto.

IN WITNESS WHEREOF this MoU is executed by the Parties on the date and year hereinabove mentioned.

For and on behalf of
National Institute of
Electronics and Information
Technology, Aurangabad


ED
NIELIT Aurangabad



For and on behalf of
Dr. Babasaheb Ambedkar
Technological University


Registrar
REGISTRAR
Dr Babasaheb Ambedkar Technological University
LONERE - 402 103.
Tal Mangaon, Dist. Raigad, (Maharashtra)
Dr. Babasaheb Ambedkar
Technological University

Witnesses:

1.

Lakshman

Dr. Lakshman Korra
Scientist 'D'

NIELIT, Aurangabad
Dean Skill Development

2.

Narayan
Dr. S.L. Narbalkar
Dean (Academics)