

**Memorandum of Understanding  
between**



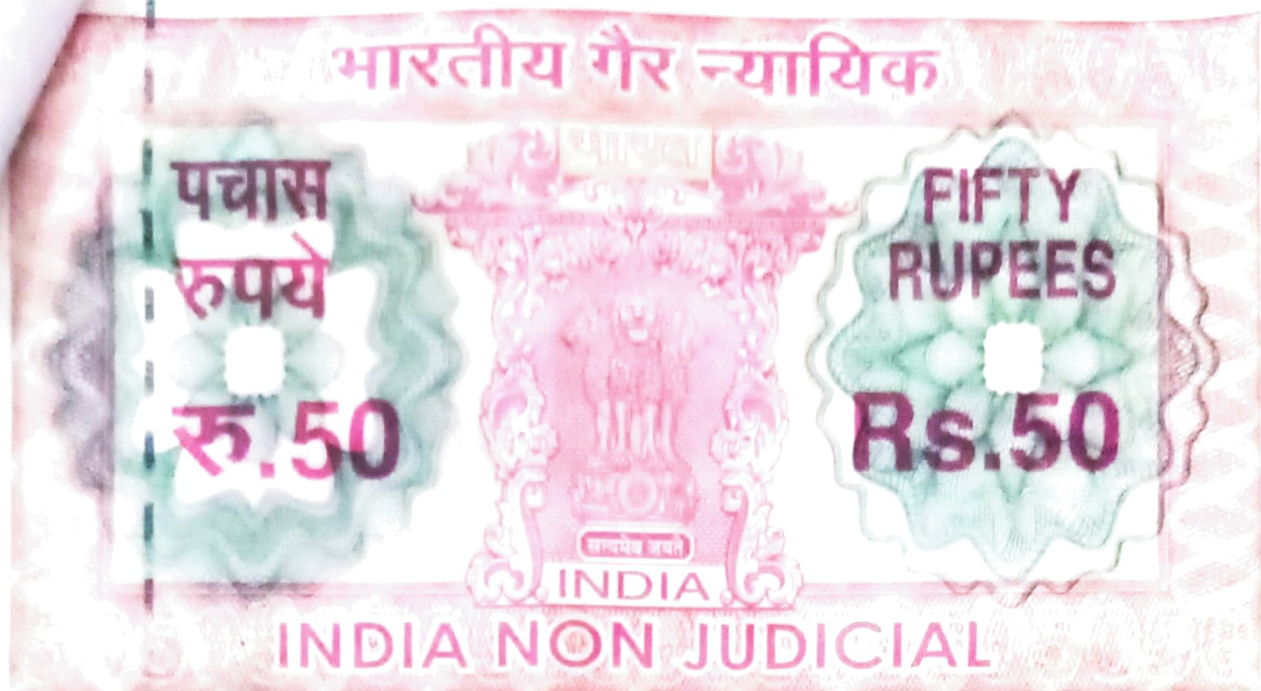
**Tezpur College, Tezpur**

**And**



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

**2024**



असम ASSAM

G 568172

### MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding ("MoU") is made on 27-03-2024 between Tezpur College, Tezpur - 784001, Sonitpur, Assam (hereinafter referred to as "TC" which expression thereof includes its successors, administrators and assigns) represented through Principal, who is duly authorised to execute this agreement of the first part.

And

National Institute of Electronics and Information Technology (NIELIT), Guwahati having its main centre at AFC Building, Md. Shah Road, Paltanbazar, Guwahati-781008, Assam (hereinafter referred to as "NIELIT" which expression shall, unless repugnant to the context of meaning, mean and include its successors and permitted assigns) of the second part.

TC and NIELIT may hereinafter collectively be referred to as "Parties" and individually as "Party".

Whereas, Tezpur College, established in 1965 and affiliated to Gauhati University, Jalukbari, Guwahati, Assam offers undergraduate courses in Arts, Commerce and Science streams.

Whereas, National Institute of Electronics & Information Technology (NIELIT), (erstwhile DOEACC Society), an Autonomous Scientific Society under the administrative control of the Ministry of Electronics & Information Technology (MoE&IT), Government of India, was set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology (IECT). NIELIT is engaged both in Formal & Non-Formal Education in the area of IECT besides development of industry oriented quality education and training programmes in the state-of-the-art areas. NIELIT has endeavoured to establish standards to be the country's premier institution for Examination and Certification in the field of IECT. It is also one of the National Examination Body, which accredits institutes/organizations for conducting courses in IT in the non-formal sector. As on date, NIELIT has forty seven (47) centers across India.

*Jyoti Karmal Hazarika*

### 1. PURPOSE

To build a technical relationship between the institutes in reskilling and empowering the students in areas of ICT (either in Digital Literacy or Industry oriented areas or Livelihood activities)

### 2. ROLE/COMMITMENTS

- i. **NIELIT Guwahati and TC** will conduct joint events like workshop, seminar, and training program.
- ii. **NIELIT Guwahati** shall intimate **TC** regarding the availability of training programs (e.g., Short Term, Long Term, Internship Training, Summer Training, Final year projects etc.).
- iii. **NIELIT Guwahati** and **TC** will share laboratories, and manpower whenever required.
- iv. **NIELIT Guwahati** and **TC** shall collaborate to facilitate the placement of successful candidates on completion of the training.
- v. **TC** will provide eligible students from time to time to NIELIT Guwahati.

### 3. FORCE MAJEURE

For the purpose of this MoU, the expression Force Majeure shall mean any clause affecting the performance of a party of its obligations arising from acts, events, omissions, happenings, or non-happenings, beyond its reasonable control including (but without limiting the generality thereof) Governmental Regulations, fire, flood, earthquake, strikes, or any other disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening, or non-happening will be considered Force Majeure if it is not attributed to wilful act, neglect or failure to take reasonable precautions of the affected party. Neither party shall in any circumstances be liable to the other party for any loss of any kind whatsoever, including but not limited to any damages or abatement of charges whatever directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform or resume the performance of such obligations hereunder for the duration of such Force Majeure event.

*Jyoti Kamal Hozarika*

#### 4. DURATION, TERMINATION AND AMENDMENT

- i. The validity of this MoU would be for a period of **two (2)** years with effect from the date of signing of this MoU. The MoU may be renewed on mutually agreed terms between the Parties.
- ii. The present MoU can be terminated by 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 the termination of this MoU. However, the responsibilities and duties of both parties in respect of students registered for any programs under this MoU shall not end with the termination of the MoU and these will remain valid in totality until completion of the evaluation of already registered students and reporting of their results by both parties.
- iii. Any amendment and/or addenda to the MoU shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the MoU and have the effect of modifying the MoU to the extent required by such amendment or addenda.
- iv. The amendment, termination and expiration of this MoU will not affect the terms of activities ongoing at the time of notification of the amendment, termination, and expiration unless otherwise agreed upon between the parties.

#### 5. CONFIDENTIALITY

- i. During the tenure of this MoU, both TC and NIELIT will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance of this MoU.
- ii. Both TC and NIELIT shall bind their respective personnel who come into possession or knowledge of any confidential information NOT to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this MoU or PROJECTS.
- iii. Further, both TC and NIELIT shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.
- iv. Confidential information shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this MoU or any subsequent addendum, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specially agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which :

*Yoshi Kameel Haganika*

- a) Is or becomes publicly available through no fault of the receiving party
- b) Is already in the **rightful possession** of the receiving party prior to its receipt of **such data** or information;
- c) Is **independently developed** by the receiving party without reference to the confidential information of the disclosing party.
- d) Is **rightfully obtained** by the receiving party from the third party or is in the public domain.
- e) Is disclosed with the written consent of the party whose information it is, or
- f) Is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

## **6. INDEMNITY**

Both the parties shall indemnify and keep the other party indemnified 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.

## **7. INTELLECTUAL PROPERTY RIGHT**

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

*Handwritten signature:*  
Jyoti Kameel Hegdekar

## 8. JURISDICTION

The MoU shall be subject to jurisdiction at the courts at Guwahati.

IN WITNESS WHEREOF the undersigned has executed this Agreement as of the date first above

Signed on behalf of TC:



**Dr Jyoti Kamal Hazarika,**  
**Principal, Tezpur College**  
Principal  
Tezpur College, Tezpur  
(Assam)

Date: 27/03/2024

Place: Tezpur

Signed on behalf of NIELIT Guwahati:

**Dr. Y. Jayanta Singh**  
Executive Director  
Dr. Yumnam Jayanta Singh  
सहायक निदेशक/Executive Director  
रा.इ.सू.प्रौ.सं. गुवाहाटी/NIELIT Guwahati  
इलेक्ट्रॉनिक एवं सूचना प्रौद्योगिकी मन्त्रालय  
Ministry of Electronics and Information Technology  
भारत सरकार/Government of India

Date: 27/03/2024

Place: Guwahati

Witnessed by:

**Name:** Rita Saiikia Dutta  
**Designation:** Associate Professor  
Date: 27/03/2024

Place: Tezpur

Witnessed by:

**Name:** PRANKRISHNA TAMBOLE  
**Designation:** Sc-B  
Date: 27/03/2024

Place: Tezpur