

MEMORANDUM OF UNDERSTANDING

between



NATIONAL INSTITUTE OF TECHNOLOGY, Arunachal Pradesh

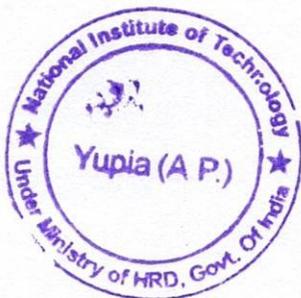
and

The ELECTRONICS SECTOR SKILLS COUNCIL OF INDIA

On

COLLABORATING FOR SKILL DEVELOPMENT PROGRAM OF ENGINEERING COLLEGE STUDENTS

30th June, 2021.



Memorandum of Understanding

This Memorandum of Understanding (MoU) is executed at Arunachal Pradesh on this 30th day of **June 2021**,
between

National Institute of Technology, Arunachal Pradesh, The National Institute of Technology, Arunachal Pradesh, currently functioning at Yupia, Dist : Papum Pare, Arunachal Pradesh, INDIA- 791112 and its campus is under construction at Jote, district Papum Pare (hereinafter referred to as the NIT Arunachal Pradesh & acting through its **Director** as its "Signing Authority", which expression shall, unless excluded by or repugnant to the context be deemed include its successors-in-interest and assigns) of the FIRST PART.

and

Electronics Sector Skills Council of India (ESSCI), a not-for-profit Company under Section 25 of the Companies Act 1956 having its registered office at 422, Okhla Industrial Estate, Phase-III, New Delhi – 110020, represented by its **Officiating Head**, Mr. Piyush Chakraborty (hereinafter referred to as "ESSCI"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the Institute's Secretariat created for implementation, executors and administrators of the SECOND PART.

NIT Arunachal Pradesh and ESSCI are hereinafter individually referred to as "Party" and collectively as "Parties",

Whereas;

National Institute of Technology, Arunachal Pradesh is a public engineering and research institution, governed by the National Institutes of Technology Act, 2007. It is a leading engineering and research institute.

Electronics Sector Skills Council of India envisions to enable a world class electronics manufacturing industry with an ecosystem for skill development and enhance employability of the large number of Indian human resource

This MoU aims to set out the framework for working relationship between Electronics Sector Skills Council of India (ESSCI) and National Institute of Technology Arunachal Pradesh.

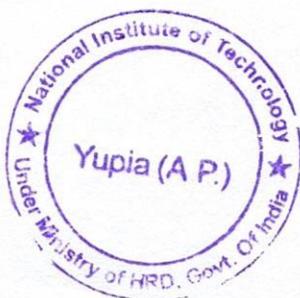
NOW THIS MOU WITNESSETH AS FOLLOWS:

Purpose:

The purpose of the MoU is to meet the requirement of National Institute of Technology Arunachal Pradesh, expansion for Skill development of Engineering College Students on various Electronics Courses.

A. Roles & Responsibilities

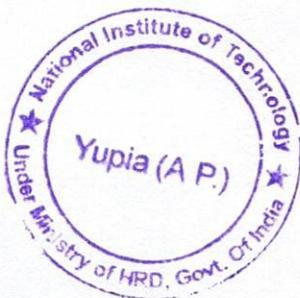
I. Electronics Sector Skills Council of India (ESSCI)



- i. ESSCI will explore the creation or alignments of its existing Qualification Packs (QP)/National Occupation Standards to the curriculum decided by NIT Arunachal Pradesh.
- ii. ESSCI and NIT Arunachal Pradesh will jointly work for mapping Skills requirements of the industry demand and student requirements.
- iii. ESSCI will support, National Institute of Technology Arunachal Pradesh in development of their training eco-System for imparting skill based training in electronics.
- iv. ESSCI will support NIT Arunachal Pradesh in training their faculty for imparting skill based training under the QPs of the NSQF
- v. ESSCI and NIT Arunachal Pradesh will mutually explore possibility of spreading the skilling model in other academic institutions affiliated or related to NIT Arunachal Pradesh.
- vi. ESSCI will align the training requirement of NIT Arunachal Pradesh to industry requirement
- vii. ESSCI will create awareness about the skills program among the NIT Arunachal Pradesh student and teaching community
- viii. ESSCI will support placement services for students of NIT Arunachal Pradesh who would get qualified & certified on the Qualification Packs designed by ESSCI through its job portal services.
- ix. ESSCI will offer all it new age offerings pertaining to Automation, Industry 4.0, Mechatronics, Cyber Security, Robotics, IOT and any other emerging field.
- x. ESSCI will offer its LMS and E-Skilling mechanism for online training including virtual simulation and experiential systems like AR / VR, Virtual Labs, DIY etc.
- xi. ESSCI will align its offering across levels from Certificate, ITI, Ploy-Technic, diploma, Advanced diploma, and degree levels as suited and desired by NIT Arunachal Pradesh

II. National Institute of Technology Arunachal Pradesh

- i. NIT Arunachal Pradesh shall approve the required Qualification pack (QP) for training
- ii. NIT Arunachal Pradesh shall demand requirement of new QPs as per specific needs.
- iii. NIT Arunachal Pradesh shall develop the labs, classrooms and teaching infrastructure as advised by ESSCI for each QP
- iv. NIT Arunachal Pradesh shall develop requisite infrastructure for imparting training in specific QPs and deploy all tools and aides as suggested by ESSCI.
- v. NIT Arunachal Pradesh shall provide faculty for imparting the training and ESSCI will support in capacity building of the faculty for teaching the QPs
- vi. NIT Arunachal Pradesh will explore the opportunity of setting up Centre of Excellence (CoE) in consultation with industries & ESSCI support for imparting state of the art training to its own students, to those in nearby education clusters and other institutions any way connected to NIT Arunachal Pradesh, as they deem fit.



- vii. NIT Arunachal Pradesh shall establish a Hub & Spoke Model to expand the reach and operating field.

B. General Provisions

- I. **Validity of Agreement:** This arrangement shall be effective up to maximum of **Three** years, starting from the date of signing of the Agreement and its continuance will be subject to annual review of the scheme and deliverables.

This Memorandum of Understanding is a document of good faith and implementation of the MoU would be monitored on a six-monthly basis

- II. **Resolution of dispute:** This Agreement shall be governed by and constructed in accordance with the laws of India. Any dispute between the parties arising in connection with the performance of this MoU shall be resolved amicably between the parties through a process of negotiation by the representatives of both the parties.

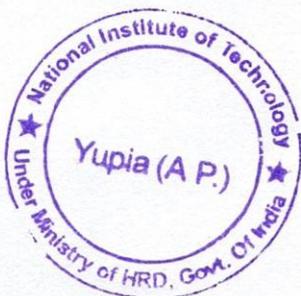
Either Party may give written notice of a dispute to the other Party within (10) days of the occurrence of the event which gives rise to such Dispute or the date such event comes to the notice of the applicable Party. Any dispute between ESSCI and NIT Arunachal Pradesh, in connection with this Agreement shall be referred to the designated officials of ESSCI and NIT Arunachal Pradesh for mutual discussions and negotiations.

If no settlement can be reached through mutual discussions and negotiations within 15 days, then such matter shall be referred for arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any other statutory amendments or modifications thereof ("Arbitration Act"). The Director, NIT Arunachal Pradesh shall act as the Arbitrator for the purpose. If either party cannot agree with the award of arbitrator, 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. With respect to such arbitration, the following provisions shall apply:

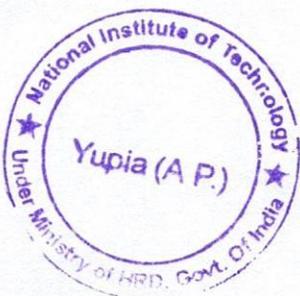
- a. The arbitration proceedings shall be conducted in English;
- b. The place of arbitration shall be Delhi;
- c. In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at Delhi shall have exclusive jurisdiction;
- d. The costs of arbitration shall be borne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

- III. **Termination:** Either of the parties, in their sole discretion, by giving prior notice of **one month** in writing to the other party, may terminate this agreement without assigning any reason.

At the time of termination neither party shall be liable to other hereunder or in relation hereto for more than the fees paid, including the amounts invoiced but not yet paid.



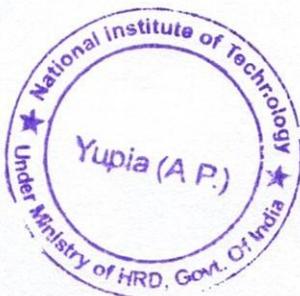
- IV. **Severability:** The construction, interpretation and enforcement of this MoU shall be governed by the present judicial laws available. Should any portion of this MoU be judicially determined to be illegal or unenforceable, the remainder of the MoU shall continue in full force and effect, and either party may re-negotiate the terms affected by the severance
- V. **Limitation:** No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this MoU.
- VI. **Amendments:** Each party may request changes to this MoU. Any revisions which are mutually agreed upon by the parties to this MoU shall be incorporated in a written instrument. The amended agreement shall take effect when executed and signed by all parties to this MoU.
Documents containing such additions, deletions and/or alterations and signed by all the Parties shall form addenda to this MoU and be deemed to be part of this MoU.
- VII. **Intellectual Property Rights:** 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.
However, Intellectual Property Rights (IPR)/ Patents flowing out of the work undertaken vide this MoU will be governed by applicable laws related to inventors' hip and ownership.
The protection of intellectual property rights shall be enforced in conformity with the national laws, rules and regulations of the Institutions and with other international agreements signed by the government or the authorized organization in the Institutions' country.
- VIII. **Non Disclosure:** In case of joint research and/or consultancy projects undertaken, neither party will provide the other with confidential information, including any export-controlled information-without first executing a separate Non-Disclosure Agreement. All information obtained and derived from exchange of information either in writing or otherwise shall be treated as confidential during and after the expiration of this MOU unless otherwise mutually agreed upon in writing by the Parties.
- IX. **Financial Obligation:** This Memorandum of Understanding will not give rise to any financial obligation by one institution to the other.
Each institution will bear its own cost and expenses in relation to the academic activities under this Memorandum of Understanding. There shall be no financial commitment on the part of both the parties.
In case there arises any financial consideration, it will be dealt separately as per respective regulatory norms and such provisions will be worked out mutually between ESSCI and NIT Arunachal Pradesh as the relationship progresses and both the parties will respect these provisions after the same is finalized.



- X. **Force Majeure:** Neither party shall be liable to the other for failure or delay in the performance of any of its obligations under this MOU for the time and to the extent such failure or delay is caused due to acts of God, natural disaster, fire, floods, explosions or earthquake, epidemic or quarantine restrictions, serious accidents, war, insurrection or riots, strikes, legal necessity or Labour troubles, or any other cause beyond the affected party's reasonable control, provided that sufficient notice of such occurrence of force majeure is communicated to the other party.
- XI. **Miscellaneous:** 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.
- XII. The use of the name, logo and/or official emblem of any of the Institutions as the case may be, on any publication, document and/or paper is prohibited without the prior written approval of either Institution.
- XIII. The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum of Understanding in accordance with the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this Memorandum.
- XIV. If at any time either party is unable to perform their duties or responsibilities under this MoU consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.
- XV. The provisions of this MoU are intended only to assist the parties in determining and performing their obligations under this MoU. The parties to this MoU intend and expressly agree that only parties signatory (Designation thereof) to this MoU shall have any legal or equitable right to seek to enforce this MoU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MoU, or to bring an action for the breach of this MoU.

In witness whereof, the parties to this MoU through their duly authorized representatives have executed this MoU on the days and dates set out below, and certify that they have read, understood and agreed to the terms and conditions of this MoU as set forth herein.

The effective date of this MoU is the date of the signature last affixed to this page.



SO AGREED,

For and on behalf of Electronics Sector Skills Council Of India		For and on behalf of National Institute of Technology Arunachal Pradesh.	
 		 Director National Institute of Technology Yupia, Arunachal Pradesh	
Name	Mr. Piyush Chakraborty	Name	Prof. Pinakeswar Mahanta
Designation	Officiating Head	Designation	Director
Date	30th June 2021	Date	30th June 2021
Place	New Delhi	Place	Yupia
Phone	+91 11 46035050	Phone	9435734561
E-Mail	ceo@essc-india.org	E-Mail	director@nitap.ac.in
In the presence of -			
 		 Registrar National Institute of Technology Arunachal Pradesh, Yupia	
Name	Saleem Ahmed	Name	Dr. Uday Kumar Khanikar
Designation	VP-BD	Designation	Registrar
Date	30th June 2021	Date	30th June 2021
Place	New Delhi	Place	Yupia
Phone	+91 11 46035050	Phone	9435034245
E-Mail	saleem@essc-india.org	E-Mail	registrar@nitap.ac.in

