

**Memorandum of Understanding
between**



Bihpuria College

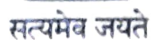
Bihpuria, Lakhimpur, Assam -784161

And



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

2023



Government of Assam

e-Stamp

Certificate No.	: IN-AS62952179724993V
Certificate Issued Date	: 18-Nov-2023 10:32 AM
Account Reference	: CSCACC (GV)/ ascscceg07/ AS-LKPAR0103/ AS-LK
Unique Doc. Reference	: SUBIN-ASASCSCEG0717795983944216V
Purchased by	: BIHPURIA COLLEGE
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: MEMORANDUM OF UNDERSTANDING
Consideration Price (Rs.)	: 0 (Zero)
First Party	: BIHPURIA COLLEGE
Second Party	: NIELIT
Stamp Duty Paid By	: BIHPURIA COLLEGE
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding ("MoU") is made on 21-11-2023 between Bihpuria College, Lakhimpur, Assam-784161 (hereinafter referred to as "Bihpuria College" which expression thereof includes its successors, administrators and assigns) represented through Principal, who is duly authorised to execute this agreement of the first part.

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Statutory Alert:

Statutory Alert:

1. The authenticity of the Stamp certificate should be verified at www.sharesstamp.com/ or using e-Stamp Mobile App of Stock Holding Corporation of India Ltd. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the user of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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.

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

Whereas, Bihpuria College is situated at the lower part of the Lakhimpur District of Assam and stands as a premier seat of learning. It has been imparting education exhibiting itself as a model institution in every aspect since the day of its inception on August 1, 1973. The college was brought under Deficit Grant-in-Aid system in the year

1985. The College was included UGC 2(F) and 12(B) in the year 1990. In its second phase NAAC (National Accreditation and Assessment Council) visited the college in the year 2022 and accorded B.

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.

1. PURPOSE

To build a technical relationship between the institutes in re-skilling 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 Bihpuria College** will conduct joint events like workshop, seminar, and training program.
- ii. **NIELIT Guwahati** shall intimate **Bihpuria College** regarding the availability of training programs (e.g., Short Term, Long Term, Internship Training, Summer Training, Final year projects etc.).
- iii. **NIELIT Guwahati and Bihpuria College** will share laboratories, and manpower whenever required.
- iv. **NIELIT Guwahati and Bihpuria College** shall collaborate to facilitate the placement of successful candidates on completion of the training.
- v. **Bihpuria College** 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 abetment 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.

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 **Bihpuria College** 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 **Bihpuria College** 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 **Bihpuria College** 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:

- 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.

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 Bihpuria College:



**Principal i/c
Bihpuria College
Bihpuria**

**Mr Utpal Deka
Principal i/c
Bihpuria College**

Date: 21-11-2023

Place: Bihpuria

Signed on behalf of NIELIT Guwahati:

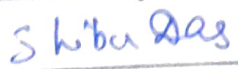

डॉ यूनम जयन्त सिंह / Dr. Yumnam Jayanta Singh
कार्यकारी निदेशक / Executive Director
रा. इ. सू. प्रौ. वे. गुवाहाटी / NIELIT Guwahati
इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी मंत्रालय
Ministry of Electronics and Information Technology
भारत सरकार / Government of India

**Dr. Y. Jayanta Singh
Executive Director**

Date: 21-11-2023

Place: Guwahati

Witnessed by:


Name: Dr Shibu Das

Designation: Asst Professor

Date: 21-11-2023

Place: Bihpuria

Witnessed by:

Name:

Designation: सौरभ महान्त / Saurav Mahanta
वीरगढ़ निदेशक / Senior Technical Officer
रा. इ. सू. प्रौ. वे. गुवाहाटी / NIELIT Guwahati

Date: इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी मंत्रालय
Ministry of Electronics and Information Technology
भारत सरकार / Government of India

Place: