

MEMORANDUM OF  
UNDERSTANDING (MOU)

BETWEEN

University Institute of Engineering and  
Technology, Kurukshetra University,  
Kurukshetra (Haryana)

&

CENTRE FOR DEVELOPMENT OF ADVANCED  
COMPUTING(C-DAC), A-34, Industrial Area,  
Phase-VIII, Mohali (Punjab)

## MEMORANDUM OF UNDERSTANDING

✓ This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the Friday of December Two Thousand Nineteen (13-12-2019), at UIET, Kurukshetra University, Kurukshetra.

### BETWEEN

University Institute of Engineering and Technology, Kurukshetra University, Kurukshetra (Haryana), the First Party represented herein by its Director (hereinafter referred to as 'First Party', the institution <sup>of</sup> which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

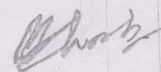
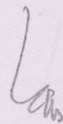
### AND

Centre for Development of Advanced Computing (C-DAC), Plot No. A-34, Industrial Area, Phase-VIII, Mohali-160071 (Punjab), having its registered office at Pune (Maharashtra), the second party and represented herein by its Executive Director, (hereinafter referred to as "Second Party", a Scientific Society of Ministry of Electronics and Information Technology, Government of India, of which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

### WHEREAS:

- A) First Party is a Higher Educational Institution named:
- University Institute of Engineering and Technology, Kurukshetra University, Kurukshetra (Haryana)
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.



- C) The Parties intend to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **Centre for Development of Advanced Computing(C-DAC) Mohali**, the Second Party, a Scientific Society of Ministry of Electronics and Information Technology, Government of India, is engaged in Skill Development Training, Education and R&D Services in the fields of Information Technology and Electronics and related fields. The second party is engaged in design and development of world class Electronic and IT solutions for economic and human advancement. It caters to the training, consultancy, design and product development needs of Electronics and Information Technology industry and its allied sectors. In the Education and training domain, it offers M.E. Programmes in VLSI Design, Electronic Product Design and Technology (EPDT), Embedded Systems and IT (Part-Time). The major thrust areas of the Centre include training and R&D in;
- Multilingual and Heritage Computing,
  - Software Technologies including e-governance solutions, e-learning technologies, open source software, etc.
  - Professional Electronics covering electronic devices and embedded systems, etc.
  - Information and Cyber Security—including intrusion detection and prevention, malware analysis, cyber forensics, network security, etc.
  - Health Informatics including medical electronics, hospital information systems, electronic medical records, telemedicine, ubiquitous computing, etc.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:**

**CLAUSE 1 CO-OPERATION**

1.1 Both Parties are united by common interests and objectives and they shall

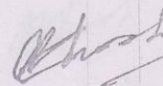
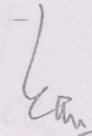
 

establish channels of communication and co-operation that will promote and advance their respective operations within the Institutions and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

- 1.2 First Party and Second Party's co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof. The MOU may be done for 5 years duration.

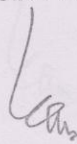
#### CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably suggest on

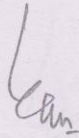


customizing the curriculum so that the students fit into the industrial scenario meaningfully.

- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party is to permit the Faculty and Students of the First Party to visit its Centre and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party. The Second Party shall offer a discount of 20% on the fee remitted by each student of its Summer training and Industrial training courses to the students enrolled with First Party and other Engineering / Technical departments of Kurukshetra University, for a batch of minimum 20 students.
- 2.4 **Internship and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Computer Science, Information Technology, Electronics and related technological field.**
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready. The Second Party shall offer a discount of 20% on the fee remitted by each student of its Certificate and Diploma courses to the students enrolled with First Party, for a batch of minimum 20 students. Second party may also organize / conduct short term certificate / diploma courses at KUK campus on the mutual agreed subjects / topics, timing and financial terms decided as and when applicable.



- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sectors, if available.
- 2.9 **Products/Solutions/Services:** Second Party has designed & developed various software solutions for institutions of higher education namely **eAkadmik-An integrated Academic ERP solution, eMulazim-Employee Management System, Cyber Security Technology solutions based on Honey pot technology**, etc. The Second Party is also engaged in design and development of customized software solutions for web and mobile platform using latest technologies such as Artificial Intelligence, BigData, & IoT. The First Party agrees to evaluate and implement the products/solutions of the Second Party as per the requirement and Second Party agrees to implement the products/solutions on mutually agreed techno-financial terms.
- 2.10 **Entrepreneurship Development/Innovation/Hackathon:** The Second Party is actively involved in organizing Entrepreneurship Awareness Camps and Technology Based Entrepreneurship Development Programmes to make faculty and students aware of the various facets of Entrepreneurship. The Parties agrees to jointly organize Entrepreneurship Development Programmes, Start-Up Events, Innovation Competition, Idea Competition, Hackathon, etc. in order to inculcate a culture of product innovation, design thinking and a mindset of problem solving amongst students enrolled with the first party.
- 2.11 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein



- 2.12 There is no direct financial obligation on either party unless specifically agreed to. The financial requirement of second party to take up any program mentioned in MoU would be dealt separately.

### CLAUSE 3 INTELLECTUAL PROPERTY

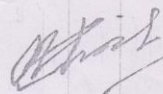
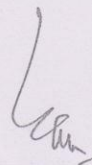
- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

### CLAUSE 4 VALIDITY

- 4.1 This MOU will be valid initially for a duration of five years, which would be revised further for another term of five years based on mutual consent, until it is expressly terminated by either Party on mutually agreed terms, during which period **Centre for Development of Advanced Computing(C-DAC)**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Centre for Development of Advanced Computing(C-DAC)**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
- 4.2 Both Parties may terminate this MOU by giving 30 calendar days' notice in writing. In the event of Termination, both the parties have to discharge their obligations.

### CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 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.



Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the first Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Kurukshetra.

**AGREED:**

For University Institute of Engineering & Technology (Kurukshetra University) Kurukshetra

For Centre for Development of Advanced Computing (C-DAC), Mohali

Authorized Signatory  
Prof. (Dr.) C.C. Tripathi  
Director

Director (UIET)  
Kurukshetra University

Authorized Signatory  
Dr. P.K. Khosla  
Executive Director

Executive Director  
Centre for Development of Advanced Computing  
A-34, Industrial Area, Phase-VIII, Mohali-160071

University Institute of Engineering and Technology	Centre for Development of Advanced Computing (C-DAC)
Kurukshetra University, Kurukshetra (Haryana) - 136119	Plot No. A-34, Industrial Area, Phase-VIII, Mohali-160071 (Punjab),
Contact Details: 01744-239155	Contact Details: 0172-2237072, 0172-2237050 (Fax)
E-mails: director.uiet@kuk.ac.in	E-mails: director.mohali@cdac.in
Web: www.uietkuk.org	Web: www.cdac.in

Witness 1:

*[Signature]*  
12/12/19

Witness 3:

*[Signature]*  
13.12.19

Date:

*[Signature]*

Witness 2:

*[Signature]*  
13/12/19

Witness 4:

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