

Draft Agreement

This agreement is made onbetween NIELIT- Kurukshetra (A unit of National Institute of Electronics and Information Technology, New Delhi, an Autonomous Scientific Society of Ministry of Electronics and Information Technology (MeitY), Government of India) herein after called **NIELIT** and University Institute of Engineering and Technology, Kurukshetra University, Kurukshetra, Haryana, herein after called (**U.I.E.T**). The agreement will take effect from the date of its signing, subject to the terms and conditions as set forth herein.

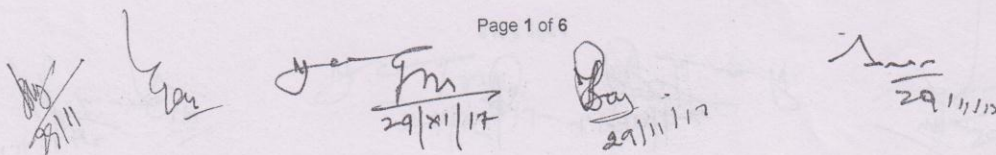
A. SCOPE OF WORK

1. Organize professional, summer training and project based computer training programs by NIELIT at Kurukshetra University, Kurukshetra through U.I.E.T, Kurukshetra University, Kurukshetra.
2. Take innovative actions in area of computer training and other ICT related activities in the interest of students of Kurukshetra University.

B. GENERAL TERMS AND CONDITIONS

I. Roles and Responsibilities of NIELIT:

1. NIELIT will run its well defined and structured computer training programs enclosed as Annexure-I in the U.I.E.T, Kurukshetra University, Kurukshetra to enable the students of the University to get IT education. More courses may be added with mutual consent.
2. NIELIT will provide the required technical manpower to conduct these training programs.
3. One Faculty and one Lab Instructor will be provided by NIELIT at U.I.E.T for the working of training courses and programs. Salary of these personnel will be deducted from the income generated by NIELIT excluding taxes and other charges.
4. The staff appointed by NIELIT will be paid by NIELIT but they will execute their duties under the guidance of the Director, U.I.E.T for training activities.

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5. The salaries of the faculties deputed at U.I.E.T will be disbursed by NIELIT according to the attendance certificate received from U.I.E.T and duly certified by Officer In Charge
6. The fees of all the courses will be received by NIELIT from students.
7. NIELIT will extend the benefits of Government funded projects (w.r.t. fee concession) to be executed from time to time, to the students of Kurukshetra University, Kurukshetra, wherever applicable.
8. NIELIT will be responsible for day to day functioning and maintenance of the computer labs established by U.I.E.T.
9. The first hand preventive maintenance of computers will be provided by NIELIT. This will include first hand troubleshooting, loading and configuring the required software, configuring, networking, loading operating systems etc. The technical faculty deputed by NIELIT will be responsible for coordinating with the Hardware Engineer of Service Provider for major problems and get them rectified.
10. No hardware will be removed or shifted from the lab except with prior written permission of the Director, U.I.E.T.
11. The lab/space/infrastructure will be used on time sharing basis in equal proportion. NIELIT will run its courses mutually agreed upon with U.I.E.T. The timings of lab will be shared in equal measure by U.I.E.T and NIELIT as mutually agreed upon.
12. All expenditure on promotion of the U.I.E.T and NIELIT joint training programs will be borne by NIELIT only.
13. NIELIT shall make available the allotted space, if so requested by the Director, U.I.E.T, in case of any exigency, computer/lab time out of its share to U.I.E.T. However, U.I.E.T shall ensure that such demand is made very selectively and if such time has to be sacrificed by NIELIT they will be compensated by allowing additional time.

II. Roles and Responsibilities of U.I.E.T:


1. U.I.E.T will provide adequate space for classroom and lab, furniture for classroom and lab, Lab Infrastructure computer systems (25-30 computers) with network connectivity and projectors etc.

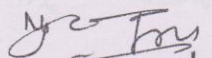
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2. U.I.E.T shall ensure that all the Computer Systems are in working condition.
3. U.I.E.T will be responsible for AMC (Annual Maintenance Contract) of computers and other related infrastructure installed at the Centre. All expenses towards major maintenance will be shared equally by both parties.
4. There will be one course coordinator (faculty member) and one technical staff member, who will be appointed by the Director, U.I.E.T. The Course Coordinator and Technical Staff member will be paid Rupees 3000/- and Rupees 2000/- per course respectively. The expenditure on the salary/wages of such faculty members/(s) and/or staff will be shared equally by both the parties.
5. Sitting arrangement of staff deputed by NIELIT will be made by U.I.E.T.

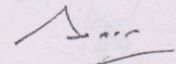
III. Other Terms and Conditions:

1. The income received from fees will be shared between NIELIT and U.I.E.T in the ratio of 50% and 50% respectively, after deducting the agreed expenditure from NIELIT programs. The expenditure will include salary/honorarium of staff deputed, advertisement, consumables for the courses run jointly by NIELIT and UIET. Further that claim received from MeitY or any other funding agency against imparting training to candidates belonging to SC/ST or any other section of society will be shared with UIET Kurukshetra in the year in which it is received.
2. NIELIT will maintain separate heads of accounts in its accounting software of the courses being organized jointly by NIELIT and U.I.E.T. The income sharing will be done after due audit accounts at NIELIT, Kurukshetra.
3. There would be an expenditure of Rupees 8,000/- for one Certificate Course (for 6-8 Weeks of duration) which will be linked to electricity, water, telephone, Lab expenses and other common office expenses. These expenses will be deducted from the income of the programme.
4. Share of income due to U.I.E.T, Kurukshetra University, Kurukshetra for the financial year ending 31st March will be paid within two (02) months.
5. Any major loss will be jointly shared by NIELIT & U.I.E.T.
6. U.I.E.T will give due credit to NIELIT in all university publications and annual reports in respect of training courses and other IT initiatives taken jointly at the


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U.I.E.T Centre and likewise NIELIT will acknowledge the contribution of U.I.E.T, in its quarterly magazine and annual report.

7. The arrangement shall be in place for a period of four (04) years commencing from the date of its signing. However, it shall be reviewed at the beginning of every academic session to mutually sort out the problems that may be experienced in the implementation of this agreement.
8. In the event of any difference or dispute arising between the NIELIT and U.I.E.T in connection with or concerning the observance of the terms and conditions or interpretation thereof, the same shall be jointly resolved by Director, U.I.E.T and Director In Charge NIELIT, Kurukshetra in the spirit of independence, mutual respect and shared responsibilities, failing which, each party shall appoint one arbitrator and two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator. The parties hereto shall not object that the arbitrator so appointed has to deal with the matters to which this Agreement relates and that in course of his duties and functions he has expressed view on all the matter in dispute or difference. The decision of the arbitrators shall be final and binding on parties hereto. The Arbitration and Conciliation Act, 1996 and Rules framed there under shall be applicable to the parties hereto.
9. Both parties reserve the right to terminate this MoU by either institutions giving three (03) months written notice to other. Where such termination occurs, the provisions of this MoU shall continue to apply to ongoing activities until their completion.

IV. Dispute Resolution:

- i. Save as aforesaid, the Courts at Kurukshetra under the jurisdiction of Hon'ble Punjab and Haryana High Court, Chandigarh shall have the jurisdiction.
- ii. Any dispute or difference that arises between the parties pursuant to this agreement shall be, in the first instance, resolved mutually by the parties.

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iii. Force Majeure: The parties are not liable for any failure in performance of their obligation if such failure is a result of circumstances beyond the reasonable control of the parties to this agreement.

In witness whereof the Director In Charge, NIELIT Kurukshetra and the Director, U.I.E.T, Kurukshetra University, Kurukshetra have hereinafter set their respective hands.

Director In Charge
NIELIT – Kurukshetra
Government Polytechnic Campus
Umri- Kurukshetra

Director U.I.E.T
Kurukshetra University
Kurukshetra, Haryana

Witness

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2. _____

Witness

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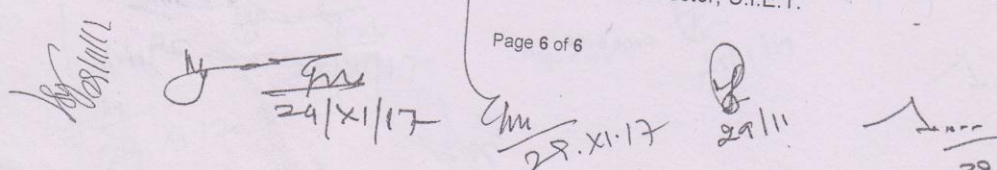
Annexure-I

Proposed Courses in Software

S.No	Courses Name	Duration	Job Roles
1.	Certificate Course in Web Designing	6-8 Weeks	Web Content Developer/ Web Designer
2.	Certificate Course in ASP Dot NET with VB Dot Net	6-8 Weeks	Web Application Developer
3.	Certificate Course in ASP Dot with C#	6-8 Weeks	Web Application Developer
4.	Certificate course in PHP with MySQL	6-8 Weeks	Web Application Developer
5.	Certificate Course in programming through C Language	6-8 Weeks	Programmer
6.	Certificate Course in programming in C++	6-8 Weeks	Programmer
7.	Certificate Course in Core Java	6-8 Weeks	Web Application Developer
8.	Certificate Course in Oracle SQL and PL/SQL	6-8 Weeks	Database Administrator
9.	Certificate Course in 2D Animation using Flash	6-8 Weeks	Graphic Designer
10.	Certificate Course in System Administration using Unix	6-8 Weeks	System Administrator
11.	Certificate Course in System Administration using Linux	6-8 Weeks	System Administrator
12.	Certificate Course in Linux, Apache, MySQL and PHP	6-8 Weeks	Web Administration/ Web Developer

Training Methodology:

1. The training will be conducted in batches on weekdays basis (Monday to Friday) with daily schedule of 2 hours which includes one hour theory and one hour practical session.
2. The content of training will include module training as per syllabus along with sessions on Business Writing, Personality Development and Communication Skills.
3. The batch size will be between 20-25 students and their timings will be mutually decided.
4. The training will include daily exercises and after 2 weeks of practical training, projects will be assigned which will be developed by students.
5. At the end of training, a theory and practical exam will be conducted.
6. Based on student's performance in theory and practical exam, the student will be awarded grade and accordingly he/she will be given a certificate which will be duly signed by competent authorities of NIELIT and the Director, U.I.E.T.



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KURUKSHETRA UNIVERSITY KURUKSHETRA

(Established by the State Legislature Act XII of 1956)
(‘A+’ Grade, NAAC Accredited)

Minutes of the meeting of the committee constituted by the Vice-Chancellor held on 29.11.2017 at 12:30 p.m. in the office of Dean Academic Affairs regarding MoU between NIELIT, Kurukshetra and UIET, K.U.K.

Member Present:

1. Dean Academic Affairs (.....in the Chair)
2. Dean, Faculty of Engg. & Technology
3. Director, UIET
4. Supdt. (Syllabus) Nominee of D.R. (Academic)
5. Director, NIELIT, Kurukshetra (Special invitee)

The Committee discussed the proposed MoU between NIELIT, Kurukshetra and UIET, K.U.K. and prepared the draft MoU after some modifications. The recommended draft MoU duly signed by all the members of the committee is as at Annexure-I.

Dean Academic Affairs 11/26/17

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