Prohibition Excise & Registration Department, Government of Bihar

INDIA NON JUDICIAL

Other

First Party Name *	: Not Applicable
Second Party Name *	: NIT PATNA
Purchased By *	: NIT PATNA
Certificate Number	: BR038156541738212561844
Consideration Price	: ₹0.00/-
Stamp Duty Paid	: ₹100.00/-
Registration Fee & Other Fees	: ₹0.00/-
LLR & Proc Fee	: ₹0.00/-
Miscellaneous Fees	: ₹0.00/-
Discore SC	: ₹0.00/-
Total Amount	: ₹100.00/- (One Hundred)

This stamp paper will only be valid if embossed below with special RED ink impression ----------

Phone No:
Sold To/Issued To:
NIT PATNA
For Whom/ID Proof:
NIT PATNA

DSR OFFICE
PATNA SADAR
BIHAR

₹ 0000100/-

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereafter referred to as **MoU**) is made and entered into this day of 03.02.2025 (hereinafter referred to as "Effective Date") at Patna.

BY AND BETWEEN

E & ICT Academy, NIT Patna, located at Patna, Bihar, established at National Institute of Technology Patna established under NIT Act 2007,having PAN No. AAAAN5624Q GST No. 10AAAAN5624Q1ZJ (herein referred as the First Party), which expression unless repugnant to the context or meaning or hereof, shall include its sister companies, associated companies including Partnership firm, LLP(s) its successors(s), administrator(s) or permitted assignee(s) of the FIRST PARTY.

Jharkhand University of Technology, Jharkhand an organization duly incorporated under the provision of Jharkhand University of Technology, Jharkhand Act, with registered office Science & Technology Campus, Sirkha Toli, Kali Nagar, Namkum, Ranchi, Jharkhand 834010 having PAN No. AAAGJ0360D, GST No. 20AAAGJ0360D1ZA (herein referred as the Second Party), which expression unless repugnant to the context or meaning or hereof, shall include its successors(s), administrator(s) or permitted assignee(s) of the SECOND PARTY.

AND

BOTH FIRST & SECOND PARTIES are individually referred to as "PARTY" and collectively as "Parties or Consortium".

WHEREAS, the First Party is a recognized educational academy providing various faculty development programmes. The Ministry of Electronics and Information Technology, Government of India has instituted six Leading Academic Institutes of which, the E& ICT academy of NIT Patna is one. The Academy at NIT Patna aims to design and organize basic as well as specialized training programmes in niche areas of electronics and ICT for the development of required knowledge base, skills and tools to equip the teaching community with better knowledge and understanding.

WHEREAS, the Second Party is Jharkhand University of Technology, Jharkhand and it has been established by the Government of Jharkhand vide Jharkhand University of Technology, Jharkhand published in the Jharkhand Gazette.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND THE MUTUAL COVENANTS OF THE MOU HEREINAFTER SET FORTH, THE PARTIES HEREBY AGREE TO THE FOLLOWING:

1. AGREEMENT

1.1 Scope:

The scope of collaboration in this Memorandum of Understanding includes initiatives under the following categories

Organizing Faculty Development Program Jointly in HUB and SPOKE Model through NKN mode/Online/Blended learning mode.

1.2 FDP Content: FDP must meet certain minimum standards ("Course Criteria"):

a) Modules must meet high academic standards;

b) Modules must use multi-media content in a coherent, high production-value presentation;

c) FDP must include grading functionality;

d) Modules must support peer-to-peer interaction activities as well as new and innovative social collaboration methods;

e) Modules must be taught by qualified, respected, and engaging individuals("Instructor") chosen by the First Party, If FDP is proposed by Second Party then it would be decided by second party in consultation with First party.

1.3 **Course Collaboration**. The First Party will designate the main point of contact ("PoC"), other individuals as requested by the second Party to enable collaboration on matters pertaining to the Parties' duties under the Agreement.

The Second Party will designate a dedicated Program coordinator as the primary contact for the First Party on any issues relating to the Course Content, Course administration, and any related matters.

1.4 **Constitution of the Steering Committee.** It shall be the responsibility of both Parties to constitute a Steering Committee

("Steering Committee") with the following constitution with a view to operate the Agreement quite meaningfully and successfully.

Director
NIT Patna
xxxxxxxxxxxxxxxxxxxxx

Vice-Chancellor
Jharkhand University of Technology, Jharkhand
xxxxxxxxxxxxxxxxxxxxxx

The Committee shall promulgate guidelines and act as an escalation point on matters involving modifications & takedown of University Course Content, Course pedagogy, and any other course-related matter.

2. CONTENT RIGHTS.

2.1 Course Content: As between the Parties, The First Party retains all rights in the Course Content.

2.2 Marks Usage License: Each Party grants the other a non-exclusive, non-assignable, limited, worldwide license (without the right to sublicense) to use its name, brand name, service marks, and logos (the "Marks") solely in connection with the offering of Course Content, on the certificates issued to Learners who successfully complete a Course (or bundled Course offering), and in the marketing, promotion, and

advertising of each Party's brand and services, solely in accordance with the granting Party's policies and guidelines. First Party's logo and trademark usage policies are provided below and may be updated from time to time. The Parties agree that any and all permitted use of the other Party's Marks and any goodwill established in connection therewith will inure to the exclusive benefit of the granting Party. The Marks of a granting Party is and will remain the sole and exclusive property of that Party

First Party Logo	
Second Party Trademark /LOGO Guidelines:	

2.3 Grant of Course Certificates: The Parties agrees that First Party shall issue certificates to learners who have successfully completed the course. The Second Party further authorizes the First Party to use the logo of the Second Party and wording substantially similar to the following given sample copy of certificate, or other languages as may be approved in advance by the Parties.

2.4 Employed License: Except as otherwise expressly granted in this Agreement, no license or other rights under a Party's intellectual property rights are granted to the other Party, by implication, estoppel, or otherwise.

3. Role & Responsibilities:

a. First Party Responsibilities:

1. Scrutiny of the received FDP proposal based on E & ICT Academy NIT Patna (Following Ministry of Electronics and Information Technology, Government of India) guidelines and to align the course as per current Industry requirements.
2. Intimation of approval of FDP to Second party with First party coordinator name and contact information.
3. To decide on and invite Academic & Industry Experts to take online live & Recorded sessions under this course if FDP is floated by First party.
4. Preparation of information brochure by the First party FDP Coordinators and sharing the same with the second party.
5. Preparation of detailed schedule of the FDP by the party initiated the FDP proposal.
6. Creation of registration link for the participants and sharing to the second party.
7. Sharing the account details of the E & ICT Academy NIT Patna for receiving registration money to the second party.
8. Creation and sharing of joining link of FDP to the second party for conduction of FDP.
9. Issuance of FDP certificates to learners upon successful completion of the course followed by assessment process, maintaining 70% attendance in all sessions of the FDP.
10. Providing all support to Second party as per E & ICT Academy NIT Patna norms to conduct the FDPs in HUB and SPOKE model.

b. Second Party Responsibilities:

1. To instruct, educate and raise awareness of the FDP for the purpose of promoting the Course to the Learner(s) irrespective of caste, creed, sex, religion, or any other reason whatsoever.
2. To decide on and invite Academic & Industry Experts to take online live & Recorded sessions under this course if FDP proposal is initiated by second party.
3. To align the course as per current Industry requirements/aligned with MeitY Scheme/policies on emerging area/High Priority area in the line of Make In India/Digital India/NEP 2020 etc. of if FDP proposal is initiated by second party.

4. To be responsible for managing the sessions and maintaining the attendance records and evaluating the performance of the Learner in the FDP.
5. Second Party must ensure registration of at least 40 participants (Faculty members in Engineering/Science/Arts/Commerce College/Academic institutions including trainers in Polytechnic, it is and other PGT educator, candidates permitted to teach in these institutes) in the said FDP otherwise FDP cannot be conducted.
6. After completion of the FDP all signed copy (by coordinators of FDP) of bills and other records (participants list in prescribed format, payment receipts of participants resource persons bills, UC etc) must be submitted in hard copy to First party within 7 working days after completion of FDP.

4.Financial Obligations:

The first party will disburse the fund to the Second Party at the rate Rs. 4000/- per participants or provision made by MeitY, Govt. of India.

The First Party can develop and test the new monetization models in the future if the requirement arises and the same shall be discussed with the second party before implementation.

Payment Terms.

a) **Electronic Fund Transfer Information:** The Second Party must provide the First Party with its wire transfer information, including bank account details and wire instructions in order to allow the First Party to send the Second Party through PFMS. The First Party will ensure that such information is only shared with authorized employees and contractors and will treat such information as Confidential Information.

b) Taxes. Each Party will be responsible for the payment of all federal, state, and local sales, use, value-added, or other taxes that are levied or imposed on it by reason of the transactions under this Agreement (other than for taxes based on the other Party's income).

c) If a Party is required to pay any such taxes for which the other party is responsible, then the taxes will be billed to and paid by such other Party.

d) The Second Party agrees that all the expenses for the Registration Fees, Stamp Duty engrossing and other incidental charges for the present MoU shall be borne by the Second Party.

5. CONFIDENTIALITY AND PUBLICITY:

5.1 Definition: "Confidential Information" means information disclosed by (or on behalf of) one party to the other party under (or in connection with) this Agreement that is marked as confidential or would normally under the circumstances be considered confidential information of the disclosing party, but in any event, Confidential Information does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient or that was lawfully given to the recipient by a third party.

5.2 Confidentiality Obligations: The recipient of any Confidential Information will not disclose that Confidential Information except to affiliates, employees, agents, and professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use such Confidential Information only to exercise rights and fulfill obligations under this Agreement while using reasonable care to protect it. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the disclosure if permitted by law.

5.3 Return: Each Party hereby agrees to, within 30 days after Termination of the Agreement: (i) return all documents and tangible items it or its employees or agents have received or created pursuant to this Agreement pertaining, referring, or relating to the other Party's Confidential Information and (ii) return or certify in a writing attested to by a duly authorized officer of such Party that it has destroyed all copies thereof.

5.4 Publicity: Neither party may make any public statement regarding the relationship contemplated by this Agreement without the other's prior written approval.

6. DATA PROTECTION:

6.1 DATA PROTECTION: In connection with the personal data of Students, the parties undertake to comply with the relevant data protection laws and regulations and keep personal data secure, and only use such data in accordance with such applicable data protection laws and regulations.

6.2 Allowable Marketing: Second Party may only send emails to Learners regarding Partner sponsored activities if permitted under Data Protection Laws, and such emails must be consistent

with The First Party's high standards and not impose an unreasonable intrusion on a Learner's time or resources.

7. **Tenure and Termination:**
   This MoU will remain valid for a period of five years with effect from signing this MoU and may be amended, renewed, terminated by mutual agreement. The termination shall be by a prior notice of not less than three months by either of the parties. In the event of termination, both parties shall ensure that the interest of students working/projects under this MoU is safeguarded to the extent possible.

8. **Legal Relationship:**
   This MoU shall be construed as a statement of purpose to promote a genuine and mutually beneficial collaboration between the Parties and nothing in this MoU shall create any legal relationship whatsoever between the Parties.

In witness thereof, the parties have jointly executed this Memorandum of Understanding on the 03rd day of February, 2025.

For and on-behalf of NIT Patna

Signed by:

निदेशक/Director
राष्ट्रीय प्रौद्योगिकी संस्थान पटना
National Institute of Technology Patna
पटना-800 005, बिहार/Patna-800 005 Bihar, India

Prof. Pradip Kumar Jain
Director
National Institute of Technology, Patna

Date: 3rd Feb 2025
Place: Patna

Witness (Name & Signature)

1. Dr. Asit Narayan
   Registrar
   National Institute of Technology, Patna

2. Prof. M.P Singh
   Professor & Head
   Department of Computer Science & Engineering
   National Institute of Technology, Patna

For and on-behalf of JUT, Jharkhand

Signed by:

Prof. D.K. Singh
Vice-Chancellor
Jharkhand University of Technology, Jharkhand

Date:
Place:

Vice-Chancellor
Jharkhand University of Technology
Ranchi

Witness (Name & Signature)

1. Nishant Kumar
   Registrar (I / C)
   Jharkhand University of Technology, Jharkhand

2. Sneh Kumar
   Director (Curriculum Development)
   Jharkhand University of Technology, Jharkhand