



# MEMORANDUM OF UNDERSTANDING

# **Between**

# National Institute of Technology Delhi (NITD)

# And

# Social Welfare and Development for Empowered Society (SWADES), Lucknow, Uttar Pradesh

#### **PREAMBLE**

This Memorandum of Understanding (hereinafter referred to as "MoU") is made on this 22 day of may, 2025

#### By and Between:

Ubiquitous Computing Lab, Computer Science & Engineering Department of National Institute of Technology Delhi (NITD), an Institution of National Importance under the Ministry of Education, Government of India, having its office at Plot No. FA7, Zone PI, GT Karnal Road, Delhi - 110036, hereinafter referred to as "Ubiquitous Computing Lab, CSE (NITD)" or the "First Party".

#### And

Social Welfare and Development for Empowered Society (SWADES), a not-for-profit society registered under the Societies Registration Act, 1860, having its registered office at Ashok Vihar Phase 1, Khurram Nagar, Lucknow – 226022, Uttar Pradesh, India, hereinafter referred to as "SWADES" or the "Second Party".

Ubiquitous Computing Lab, CSE (NITD) and SWADES are hereinafter individually referred to as a "Party" and collectively as the "Parties."



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#### **OBJECTIVE OF THE MOU**

This MoU aims to establish a partnership between Ubiquitous Computing Lab, CSE (NIT D) and SWADES to collaborate on various initiatives aimed at promoting vocational training, skill development, career advancement, and future-ready skilling programs for students. The collaboration will focus on designing and implementing industry-driven training programs, research-based educational initiatives, and employability-enhancing interventions that align with national priorities such as the Skill India Mission.

#### ARTICLE 1: OBJECTIVES AND SCOPE OF COLLABORATION

- 1.1. The primary objective of this MoU is to establish a framework for cooperation between Ubiquitous Computing Lab, CSE (NITD) and SWADES to jointly pursue research and development activities, educational programs, and skill-based technology training.
- 1.2. The Parties agree to collaborate with a mission to implement future-ready industry-oriented skilling and promote quality technical education.
- 1.3. The scope of collaboration under this MoU shall include, but not be limited to, the areas detailed in Article 2.
- 1.4. This MoU sets down the mutually agreed broad framework. Specific activities and projects will be detailed in subsequent written agreements, which will outline the scope, terms, conditions, and financial arrangements for each engagement.

#### ARTICLE 2: AREAS OF COLLABORATION

- 2.1 Implementation of industry-aligned training programs in areas such as AI, IoT, Big Data, and Coding & Programming.
- 2.2 Designing and delivering skill development and vocational training workshops tailored to industry needs.
- 2.3 Joint research initiatives on topics of mutual interest with a focus on social welfare and sustainable development.
- 2.4 Support for career advancement, including career fairs, job placements, and internships.
- 2.5 Certification of students through recognized industry and sector skill councils.
- 2.6 Engagement of trainers, mentors, and experts by SWADES.
- 2.7 Faculty development programs and training sessions.
- 2.8 Inclusion of EWS and marginalized sections for inclusive participation.
- 2.9 Integration of industry skill curriculum into academic framework.

#### **ARTICLE 3: IMPLEMENTATION AND ACTION PLAN**

3.1 An action/work plan document shall be jointly discussed and mutually designed, which will serve as a guidebook for handling the agreed activities.

3.2 This document shall provide an overall activities plan, the needed skills to accomplish various tasks, and important work goals for every six months.





3.3 The six-month task list of the work plan document shall be reviewed and updated in July and January of each year and be signed by the designated Single Point of Contacts (POCs) from both Parties.

#### **ARTICLE 4: DURATION AND TERMINATION**

- 4.1 This MoU shall come into effect on the date of its signing by both Parties and shall remain in force for an initial period of Three (3) years.
- 4.2 The MoU may be extended for further periods upon mutual written consent of both Parties.
- 4.3 Either Party may terminate the MoU by giving three months' prior written notice to the other Party.
- 4.4 The Parties agree to ensure the completion of all ongoing training programs and certification commitments during the notice period.

#### ARTICLE 5: FINANCIAL ARRANGEMENTS

- 5.1 The Parties acknowledge that initial funding for infrastructure, equipment, and staffing for joint projects may be sought from external sources such as Government schemes, CSR funds, or Industry partners.
- 5.2 This MoU in itself does not create any financial obligations for either Party.
- 5.3 The financial arrangements for specific collaborative activities, projects, programs, conferences, seminars, workshops, and the like will be decided and approved on a case-by-case basis through mutual written consent in separate project/activity agreements.

#### **ARTICLE 6: CONFIDENTIALITY**

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- 6.1 Both Parties agree to maintain the confidentiality of any information, data, designs, documents, source code, test plans, test results, and any related information shared by one Party with the other for mutually agreed joint programs, which is designated as confidential or which by its nature is confidential ("Confidential Information").
- 6.2 Neither Party shall disclose Confidential Information received from the other Party to any third party without the prior written consent of the disclosing Party, except as may be required by law.
- 6.3 The obligations of confidentiality shall remain in effect even after the termination or expiry of this MoU for a period as mutually agreed upon in specific project agreements.

#### ARTICLE 7: INTELLECTUAL PROPERTY RIGHTS (IPR)

7.1 Any intellectual property (including but not limited to patents, copyrights, designs, trademarks, know-how) owned or controlled by a Party prior to or developed independently of this MoU ("Background IP") shall remain the property of that Party.

7.2 Intellectual Property Rights (IPR) for any work, ideas, designs, documents, source code, or products developed jointly under the scope of this MoU ("Foreground IP") shall be jointly owned by NITD and SWADES.





- 7.3 The brand value and any IP in process arising from joint activities would be jointly shared between both entities.
- 7.4 Specific terms regarding the ownership, protection, commercialization, and sharing of benefits arising from jointly created Foreground IP shall be mutually agreed upon in writing on a case-bycase basis in separate agreements.
- 7.5 Both Parties will take all necessary steps to protect the Intellectual Properties generated during the process or shared by the Parties.
- 7.6 Joint patent publications will be pursued for patentable outcomes of collaborative research.

#### **ARTICLE 8: RESOURCE REQUIREMENTS**

- 8 To successfully establish and operate the joint research and development activities, the Parties acknowledge the need for resources including, but not limited to:
  - Funding: Initial and ongoing financial support for infrastructure, equipment, staffing, research projects, scholarships, and operational costs.
  - Infrastructure: Access to or development of state-of-the-art laboratories equipped with training hardware, computational facilities, and software tools, as per project requirements and mutual agreement.
  - Human Resources: Recruitment or deputation of qualified researchers, faculty, students, and support staff for administration and technical assistance. Joint Ph.D. guidance will be encouraged.

#### **ARTICLE 9: DISPUTE RESOLUTION**

- 9.1 The Parties shall use their best efforts to settle amicably any dispute, controversy, or claim arising out of or relating to this MoU or the breach, termination, or invalidity thereof.
- 9.2 If a dispute cannot be settled amicably through negotiation between the designated POCs or project leaders, it shall be referred to the Director of NIT Delhi and the President of SWADES (or their nominated senior representatives) for resolution.
- 9.3 The decisions so arrived at shall be binding on both Parties.

### **ARTICLE 10: FORCE MAJEURE**

10.1Neither Party shall be liable for any failure to perform any of its obligations under this MoU if the performance is prevented, hindered, or delayed by a Force Majeure event. A "Force Majeure Event" means an event which is beyond the reasonable control of the Party concerned, including but not limited to unavailability of communication systems, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, pandemic, or epidemic.

10.2The Party affected by a Force Majeure Event shall notify the other Party as soon as reasonably

practicable and shall make all reasonable efforts to mitigate the effects of such event.





10.3If the Force Majeure condition continues beyond two (2) months, the Parties shall mutually decide about the future course of action.

# ARTICLE 11: NOTICES AND SINGLE POINT OF CONTACTS (POCs)

11.1Each Party shall nominate a Single Point of Contact (SPOC) for smooth coordination and implementation of the agreed activities.

11.2All official communications and notices under this MoU shall be in writing and delivered via email or registered post to the designated SPOCs of the Parties.

**SIGNATORIES** For Social Welfare and Development for **Empowered Society (SWADES)** Name: Dr. Rajeev Nigam Designation: President For Social Welfare And Development For Empowered Society Witnesses: velopment

For National Institute of Technology Delhi (NITD) Name: Prof. Ajay K Sharma Designation: Director

Signature:

Witnesses:

1. Dr. Karan Verma

Associate Professor, CSE Dept. NIT Delhi

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2. Dr. Anurag Singh

Associate Professor, CSE Dept. NIT Delhi