

## MEMORANDUM OF UNDERSTANDING

Between

**National Institute of Electronics & Information Technology (NIELIT)**

And

**National Institute of Solar Energy (NISE)**

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and executed on 25th April 2025 ("Effective Date") at New Delhi.

### BY AND BETWEEN

**The National Institute of Electronics & Information Technology** an Autonomous Scientific Society under the administrative control of Ministry of Electronics & Information Technology (MeitY), Government of India, represented by Dr. Madan Mohan Tripathi, Director General, NIELIT, having its office at NIELIT Bhawan, Plot No.3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077, **hereinafter Called "NIELIT"**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators and assigns of the **first party**.

AND

**National Institute of Solar Energy (NISE)**, an Autonomous Institution of the Ministry of New and Renewable Energy (MNRE), Govt. of India, having its Headquarters at NISE Campus, Gurugram-Faridabad Highway, Gwal Pahari, Gurugram - 122003, Haryana (Hereinafter referred to as "Party Two" which expression shall unless repugnant to the context or meaning thereof, mean and include its successors, executors and permitted assigns) of the **Second Party**.

Both NIELIT and NISE are referred to individually herein as a "Party" and collectively as the "Parties"

**WHEREAS**, NIELIT is set up to carry out Human Resource Development and related activities in the field of Information, Electronics & Communications Technology (IECT). NIELIT is engaged both in Formal & in Non-Formal

Education in the area of IECT besides development of industry-oriented quality education and training programs in the state-of-the-art technologies. NIELIT objective to promote policy, research, design, development, standards, testing and training of various aspects related to clean energy particularly solar energy and it's components, and to take off academic courses such as M. Sc, M. Tech, B. Tech and Ph. D in solar energy. Additionally, the University is keen to conduct training programmes in the area of Solar PV for grid engineers and entrepreneurs in collaboration with NISE contributing towards the National Solar Mission.

**WHEREAS** NISE is the apex National R&D institution in the field of Solar Energy. The Government of India has transformed 25 years old Solar Energy Centre (SEC) under MNRE in October 2013 into an autonomous institution to assist the Ministry in implementing the National Solar Mission and to coordinate research & development, technology demonstration, capacity building and other related works.

NISE has assumed all technical activities of SEC and has also re-organized itself to undertake roles and responsibilities as assigned to it by the Ministry from time to time. The institute is involved in conceptualization, technology demonstration, standardization, interactive research, training and testing of solar technologies and systems; and

NISE is aiming to be an effective interface between the Government and Institutions, industry & user organizations for development, promotion and widespread utilization of solar energy in the country and abroad.


Both NIELIT and NISE, therefore, agree to work together in an integrated and collaborative manner in relation to Renewable Energy Sector, especially Solar Energy covering Industry, Utilities and all other involved stakeholders.

**NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES MADE AND THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:**

#### **1. UNDERSTANDING AND COLLABORATION POINTS:**

NIELIT and NISE have identified the following areas of mutual interest:

- i. Jointly work to accelerate, expand and achieve the objectives of National Solar Mission through training programs, workshops, skill development and capacity building programmes towards better employability; enhanced job creation and entrepreneurship;

  
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National Institute of Electronics and Information Technology (NIELIT)  
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NIELIT Bhawan, Plot No.3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077

डॉ. मोहम्मद रिहान / Dr. Mohammad Rihan  
महानिदेशक / Director General  
राष्ट्रीय सौर ऊर्जा संस्थान / National Institute of Solar Energy  
गुरुग्राम, हरियाणा-122003 / Gurgaon, Haryana-122003

- ii. Jointly work to conduct academic courses such as the PG diploma/ M. Sc, M. Tech, B. Tech and Ph. D in clean energy arena.
- iii. Share each other's facilities, infrastructure and resources for meeting the institutional and national objectives;
- iv. Invite each other's experts, faculty members, trainees and students to participate in various capacity building programmes, organized jointly or severally;
- v. NIELIT shall jointly work with NISE for summer internship programs, field/industrial visits, academic projects to the students in the identified sectors;
- vi. NISE shall cooperate with NIELIT in developing the NSQF aligned courses mainly in IECT areas;
- vii. NIELIT will provide training and capacity building programs to the trainees of NISE.

The above areas of co-operation are indicative only and may be expanded or curtailed through mutual consultation.

**2. IMPLEMENTATION PROCESS:** The NIELIT and the NISE will identify their respective nodal officers to define framework, including feedback process and coordinate this initiative. Both the parties may also form a sub-committee to deliberate upon the implementation methodology and to guide and monitor the progress of implementation of the MoU.

**3. ADDENDUM FOR OTHER PROJECTS:** If parties envisage any project requiring payment of fees, then both parties will sign a separate addendum on project-to-project basis.

**4. TERM OF THE MOU:** The MOU shall be effective from the date of execution and shall remain in-force for a period of FIVE (5) years unless terminated earlier in accordance with the MOU or completion of the obligations mentioned under this MoU.

**5. EXTENSION OF THE MoU:** After having a mutual discussion about the work completed during the running period, the additional opportunities can be included and the extension will be finalized after signing a separate document.

**6. DELIVERABLES & REPORTING:** All deliverables and reports pertaining to the project shall be elaborated in the proposal to be shared, whenever required.

**7. OBLIGATION OF THE PARTIES:** The parties agree to display NIELIT and NISE logos, in relation to a project on project site, its resource materials,

annual report(s), newsletters and its website. To this extent, both Parties shall ensure that the intellectual property rights of each other are not breached.

Parties shall exercise reasonable skill, care and diligence in the performance of the MOU. NIELIT and NISE shall ensure that all the project obligations are met as per project wise addendum, which is to be executed separately.

**8. TERMINATION:** Each Party has the right to terminate this MOU by giving 90 days advance notice to the other Party or on a mutually agreeable basis. Without prejudice to the foregoing, steps shall be taken to ensure that the termination of this MOU will not compromise or discriminate against any of the activities undertaken.


## 9. OTHER TERMS & CONDITIONS:

**Amendment:** The MOU shall be amended only by written mutual consent of both the Parties to the MOU.

**No Relationship:** Nothing in this MOU shall constitute or be deemed to constitute a partnership between the Parties, nor render one the agent of the other for any purpose whatsoever. Neither Party shall have the right or authority, to assume, create or have the power to bind the other Party to contract or create any liability or obligation, expressed or implied, against, in the name of, or on behalf of another party.

**Force Majeure:** A Party shall be excused from performing its obligations under this MOU to the extent its performance is delayed or prevented by a Force Majeure Event provided that the affected Party promptly notifies the other of the occurrence of Force Majeure Event. For the purposes of this clause, "Force Majeure Event" means circumstances beyond reasonable control of a Party, including but not limited to, change in government policy, fire, flood, epidemic, act of God, war and riot. In case the Force Majeure Event continues for a period exceeding thirty (30) days, either Party shall have the right to terminate this MOU with immediate effect.

**Notices:** All notices, reports and receipts shall be in writing and shall be deemed duly given on (i) the date of personal or courier delivery; (ii) the date of transmission by telecopy or other electronic transmission service, provided a confirmation copy is also sent no later than the next business day as in (i), or confirmation of receipt is received, or (ii) the date of receipt by any other means of delivery.

  
रजिस्ट्रार/Registrar  
राष्ट्रीय इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी संस्थान (रा.इ.सू.प्रौ.सं)  
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गुरुग्राम, हरियाणा-122003  
Gurgaon, Haryana-122003

The address for service of notice to the respective Parties is as given below:

**NIELIT**

NIELIT Bhawan,

Plot No. 3, PSP Pocket, Sector-8, Dwarka, NewDelhi-110077

**NISE**

NISE Campus, Gurugram-Faridabad Highway, Gwal Pahari, Gurugram -  
122003, Haryana Preet Vihar, Delhi – 110092

Either party may change its mailing address by written notice to the other Parties in accordance with this paragraph. The Parties may also later decide upon sharing each other's email ID for such notices etc.

## 10. ONFIDENTIALITY

The Parties shall keep all data or information disclosed by each other in connection with this MOU, confidential, use it only for the purpose of this Project, protect it from unauthorized use, reproduction, access and damage or destruction and employ the same degree of care as it would employ to protect its own confidential information. Under such an eventuality wherein the information is required to be shared with statutory bodies, each party must intimate the other party of such disclosure at least Five (5) days before submitting the information to the statutory bodies.

The Parties shall not during or after the termination of the MOU disclose to any third party any confidential information arising from the MOU (other than in the proper performance of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction) except with the prior written permission from the other Party.

For the purposes of this Clause, “Confidential Information” shall mean information relating to proprietary, technological, economic, financial, legal, administrative, business or technical matters of both Parties.

## 11. INTELLECTUAL PROPERTY RIGHTS (IPR)

11.1 Information on research results and study materials (reports, articles, books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. All Intellectual Property solely conceived and/or

developed by NISE during the course of this Agreement shall be owned by NISE. All Intellectual property solely conceived and or developed by NIELIT during the course of this agreement shall be owned by NIELIT Intellectual property jointly conceived and or jointly developed by NIELIT and NISE will be jointly owned by NIELIT and NISE. Patents will be as per NISE guidelines. Each party may use such property for research and study purpose. NIELIT and NISE will be committed to the protection of appropriate and application of such intellectual property for commercial or other purpose on mutually acceptable terms to be negotiated in good faith between NIELIT and NISE.

11.2 NIELIT and NISE shall acknowledge one another in any form of writing, publication or presentation based on research derived from the co-operative efforts of both parties under this MoU unless otherwise mutually agreed upon in writing by the parties.

## 12. GOVERNING LAW AND DISPUTE RESOLUTION:

In case of any dispute or difference between the NIELIT & NISE relating to the interpretation and application of the provision of MoU, efforts shall be made by the Senior Officers of both the parties to resolve the same amicably and if the dispute is not mutually settled, then such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE Office Memorandum no. 05/0003/2019-FTS- 10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

With respect to such arbitration, the following provisions shall apply:

- The arbitration proceedings shall be conducted in English;
- The seat of arbitration shall be at Delhi;
- In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at Delhi shall have exclusive jurisdiction;
- The costs of arbitration shall be borne as determined in the arbitration award;
- The decision of the arbitrator(s) shall be final and binding on the Parties.

रजिस्ट्रार/Registrar

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महानिदेशक/Director General

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गुरुग्राम, हरियाणा-122003/Gurugram, Haryana-122003



IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this mutually binding Memorandum of Understanding as on the date first written above.

For NIELIT

Name: DR. S.K. DHURANDHER

Designation: EXECUTIVE DIRECTOR

Stamp:

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राष्ट्रीय इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी संस्थान (रा.इ.सू.प्रौ.सं)  
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NIELIT Bhawan, Plot No.3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077

Witness:

1.

For NISE, Haryana

Name: Prof. Mohammed Rihan

Designation: Director General  
National Institute of Solar Energy  
Gurugram

Stamp:

डॉ. मोहम्मद रिहान / Dr. Mohammad Rihan  
महानिदेशक / Director General  
राष्ट्रीय सौर ऊर्जा संस्थान / National Institute of Solar Energy  
गुरुग्राम, हरियाणा-122003 / Gurugram, Haryana-122003

Witness:

1.