



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AG 303782

MEMORANDUM OF AGREEMENT (MoA)

This Memorandum of Agreement (MoA) (hereinafter called the 'Agreement') is made at Kolkata on this 15th November 2022 (hereinafter called the 'Effective date')

BETWEEN

National Institute of Electronics & Information Technology (NIELIT) Kolkata, an Autonomous Scientific Society under the administrative control of Ministry of Electronics & Information Technology (MeitY), Government of India, having its Office at Jadavpur University Campus, Kolkata – 700 032 and Headquarters at NIELIT Bhawan, Plot No. 3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077 hereinafter referred as NIELIT, Kolkata which expression shall, where the context so admits or implies includes its heirs, executors, successor and permitted assignees of the FIRST PART.

AND

Netaji Subhash Engineering College, Techno City, Panchpota, Garia, Kolkata-700152 hereinafter referred as "NSEC" which expression shall where the context so admits or implies includes its heirs, executors, successor and permitted assignees of the SECOND PART.

(NIELIT Kolkata and Netaji Subhash Engineering College shall herein after collectively be called as "Parties" and individually referred to as "Party").

WHEREAS:

NIELIT, Kolkata has been imparting training to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology (IECT) apart from implementing different projects at the State/Centre Level. It is under the administrative control of MeitY, Govt of India.

1/6

No. 979 Date 11-11-2014 Rs. 100/-
Name Metaji Subhas Engineering College.

Address Teekait - Baria. Dist-700152

SANKAR KUMAR SARKAR
STAMP VENDOR
SONARPUR A.D.S.R. OFFICE
24 PARGANAS (SOUTH)



WHEREAS:

Established in 1998, Netaji Subhash Engineering College (NSEC), give maximum importance to in-depth studies in IT and its related fields. Without diluting this basic goal and with an aim to produce professionals with sound knowledge in IT., NSEC also intend to further sharpen students by imparting specialized training in different advanced topics in management and technology so that our outgoing students can become not mere professionals knowledgeable in IT, but technically and managerially confident professionals with good communication skills - a more matured and better product. Apart from 4 years B.Tech the Institute also offers 2 years Masters of Technology Programmes and 3 years Masters Programme leading to MCA, approved by **Department of Higher Education, Govt. of West Bengal and All India Council for Technical Education (AICTE), Ministry of Human Resource Development, Govt. of India and affiliated to Maulana Abul Kalam Azad University of Technology, West Bengal (Formerly known as West Bengal University of Technology - WBUT).**

As per this MoA executed between NIELIT Kolkata and NSEC, NSEC will impart training to 500 beneficiaries in bridge course (90 hours) of Blockchain Technology.

NIELIT Kolkata will provide the requisite training of NSEC faculties under Training of Trainers (ToT) scheme and provide online infrastructure through LMS portal for conducting the bridge course in blended mode.

Term

This agreement shall be effective from 01st October, 2022 and shall remain in force initially for one year extendable up to one year from the effective date of this agreement depending on the status of the project. The term of this Agreement may be extended further on mutually agreed terms for such additional periods as may be mutually agreed upon amongst the Parties.

Objective of the MoA:

To create a re-skilling/ up-skilling ecosystem in Blockchain Technologies to facilitate continuous skill as well as knowledge enhancement of the IT professionals in line with their aspirations and aptitude in a self-paced digital skill environment.

The Programme would offer a robust online platform hosted on cloud to encourage anytime, anywhere, self-paced learning. The Programme would also seek to tap the untapped potential that emerging technologies bring along by causing a transition from traditional classroom learning methodologies, to an online and blended skilling framework.

Roles and Responsibilities of Each Parties:

NIELIT Kolkata

- 1) NIELIT Kolkata is recognized as Knowledge Partner for imparting training in Blockchain Technology Bridge Courses.
- 2) NIELIT Kolkata will provide the LMS portal and content of the course for conduction of the training.
- 3) NIELIT Kolkata will impart training to NSEC faculties under ToT scheme.

NSEC

- 1) It is responsibility of Spoke Institute (NSEC) to enroll the candidates on the FutureSkills PRIME platform in Blockchain Technology Bridge Course.
- 2) Spoke Institute (NSEC) should make necessary arrangement for the candidates to carryout theory, lab and project work.
- 3) To create awareness about FutureSkills PRIME Programme, the Spoke Institute can use name and logo of CDAC/NIELIT, NASSCOM & FutureSkills PRIME in their promotional content with due endorsement from NIELIT Centre.
- 4) NSEC is responsible to extend all support to the participants towards entire lifecycle of their involvement in the bridge course program.
- 5) NSEC will arrange for all infrastructure requirements including Computer Lab and Faculty for running an institute and will be responsible for completing the training modules as provided by NIELIT Kolkata.

The Blended Learning courses in Blockchain Technology envisage that Bridge Course would be conducted by NSEC as per syllabus attached as **Annexure-I**. Any other Bridge Courses introduced in future will be communicated to the NSEC.

Target allotted:

SI No	Course Category	Target allotted
1	Bridge Course	500

1. Infrastructure required for Conducting the Training Program

While Conducting the Training Program the Institute must assure the followings. This is an indicative list; it may vary with actual.

i. Infrastructure –

Hardware:

- a) Minimum 20 number of Computer (1:1) with following specifications, i5/i7, 8 GB RAM, 2TB SATA
- b) Internet Connectivity: Good & stable internet connectivity
- c) Projector
- d) Webcam, Speaker
- e) Printer & Scanner

Online Tools:

- a) Jitsi Meet used for conducting the online classes
- b) Remix, ethehream.org used for development and deployment of Smart contracts in Ethereum using Solidity
- c) CryptoWallet–Metamask
- d) andersbrownworth.com

Softwares: FREE

- a) Node js, web3.js, Hyperledgerfabric, Ubuntu.
- b) Local Blockchain Development tool using-Ganache
- c) Go language for Development of chaincode in Hyperledger using eclipseIDE
- d) SSL in Ubuntu for public key and private key generation demonstration.

2. Training fees (payable by the participants):

The course fees of bridge course is Rs 4000/- + GST. At present promotional offer is available Rs 1000/-+GST i.e., Rs. 1180/- (including GST)

3. **Details of Incentives / Financial Assistance to the participants:**
Incentive for Bridge Course: Those candidates who are placed or possess offer letter are eligible for 50% refund of the course fees through DBT after completion of the certification Examination which is conducted by NASSCOM after successfully completing the blended mode training being provided through LMS Portal. The maximum ceiling of incentive per course limited to a maximum of 50% of the course fee paid by the candidate which would not exceed Rs 3000/-. This is applicable till the scheme is valid.
4. **Amount Payable to NSEC by NIELIT Kolkata:**
70% of the course fees collected from the students will be paid to NSEC and 30% will be retained by NIELIT Kolkata.
5. **Training Location:**
The training will be in online/offline/blended learning mode at respective colleges/residents. Students will be allowed to use the LMS portal created for the Bridge Course training after successful registration in the NASSCOM portal.
6. **The eligible beneficiaries for FutureSkills PRIME Programme:-**
i) Fresh Recruits (who have been offered employment) but are yet to take up a job, as well as undergoing/ selected for Internship & Apprenticeship roles in IT/ ITeS are also expected to derive great value from the programme.
ii) IT employees in IT firms and non-IT firms (Non-IT employees aspiring to use new and emerging technologies in their respective domains).
iii) Further, the programme would also aim to re-skill/ up-skill employees whose skills for a particular job have become outdated and may no longer be employed.
iv) Central Govt. & State Govt. Employees including employees of PSUs & Autonomous bodies (Govt. Employees) would also benefit from the platform
7. **Assessment and Certification:**
After successful completion of the Bridge course candidates are required to take the Bridge Course Assessment conducted by a third-party agency identified by SSC NASSCOM.

Subsequent to the completion of a course by the candidate issuance of final certificate is subject to successfully passing the examination conducted by SSC NAASCOM.
8. **Registration of Students:**
a. The students are to be registered as per registration guideline.
b. The admission of a student will be confirmed after registration. Without valid registration the students cannot be given any confirmation by the institute.
c. Eligibility Criteria for students: Bachelor's Degree in Engineering / Technology / Statistics / Mathematics / Computer Science with 0-6 months of full-time experience OR Diploma (Computer Science / IT) with 2- 3 years of full-time experience. The full-time experience would include work, internship and apprenticeship undertaken post completion of regular graduation.
d. The student should submit necessary required documents like Aadhar Card & PAN Card/ Voter ID/ Passport/ Driving License along with the application form.
9. **At least five faculties of NSEC need to complete the ToT(Training of Trainers) . ToT will be provided by NIELIT Kolkata. No training charge will be taken by NIELIT Kolkata.**

10. Termination

This agreement shall be effective from the date of execution and shall remain in force initially for one year with the effective date 1st October, 2022, unless terminated in accordance with the relevant provisions of this agreement. The term of this agreement may be extended for such additional periods on mutually agreed terms between the parties

That the agreement shall stand immediately terminated if any of the party becomes insolvent, makes a general assignment to the benefit of creditors, suffers or permits the appointment of a receiver or is subject to any proceeding under any bankruptcy law, or has wound up or liquidated.

That any termination of this agreement, by whatsoever reason, shall not affect any accrued rights or liabilities of either party nor shall it effect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

Notwithstanding anything contained in contrary, this agreement can be terminated by either party by giving a six months' notice in writing in advance to the other party to this agreement.

11. Communication

Any communication or notice or intimation shall be addressed to the Nodal contacts of the respective parties and sent to their registered address and such a communication sent by e-mail, tele-fax, registered air-mail shall be deemed to be sufficient.

12. Confidentiality

The Parties hereto shall at all times maintain and keep all information secret and confidential and shall not disclose or divulge the same or any part thereof to any Third Party without the prior written consent of either Party in that behalf. However, NIELIT Kolkata reserves the right to call for any information from NSEC in respect of this agreement.

Any matter relating to Right to Information in respect of this training programme will be dealt with by NSEC/NIELIT Kolkata depending on the information sought and the area of jurisdiction.

Any software/hardware material, product specifications, designs, financials, information, documents shall be deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the party which owns it.

13. Force Majeure:

Should either party be prevented from performing any of its obligations under this proposal for reasons of any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, assumes performance as soon as such factors disappear or are circumvented. If under this clause either party is excused performance of any obligations for a continuous period of 30 days, then the other party may at any time hereafter while such performance continues to be excused, terminate this agreement without liability, by notice in writing to the other.

14. Intellectual Property and Ownership:

NIELIT Kolkata will have exclusive intellectual property rights relating to any assignment under this proposal.

15. Arbitration:

All disputes arising out of this contract shall be settled amicably by NIELIT Kolkata and the NSEC. In the event of failure to reach amicable settlement, the same shall be settled by an Arbitrator appointed as per the provisions of Arbitration and Conciliations Act, 1996 or any of its statutory modifications or enhancements thereof for the time being in force. The decision of the Arbitrator shall be final and binding.

16. Other Terms and Conditions:

The parties are responsible for their individual acts of commission and /or omission, due to their negligence, and non-compliance of statutory liabilities and obligations,

1. The engagement is on a principal-to-principal basis and no party shall hold each other as agent and or principal of the other for any liability.
2. This engagement is not intended nor shall be construed as creating a joint venture, partnership or other form of business association.
3. In no event shall both the parties will be liable for any incidental, punitive, direct, indirect or consequential damages whatsoever, (including but not limited to damages for loss of profits or confidential or other information, for any kind of interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, negligence, and any other pecuniary or other loss whatsoever) or otherwise in the event of fault, tort (including negligence), misrepresentation, strict or product liability, breach of contract or breach of warranty and even if the party has been advised of the possibility of such damages.

For the implementation & co-ordination of this project, **Dr. Anupam Haldar**, Assistant Professor – Department of Mechanical Engineering, on behalf of NSEC and on behalf of NIELIT Kolkata, **Mr. Tapas Trivedy**, Scientist-D will be the in-charge.

IN WITNESS WHEREOF the parties hereto have hereunder set their respective hands and seals the day, month and year above written.

Ghosh
15/11/2022

PROF. (DR.) AMAL K GHOSH

PRINCIPAL

Netaji Subhash Engineering College
Techno City, Garia,
Kolkata - 700 152

Signed, sealed and delivered by the Authorized Signatory for and on behalf of NSEC, in the presence of:

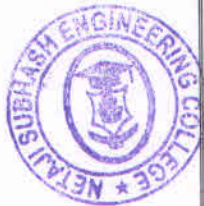
WITNESSES

1 DR. SUKUMAR ROY, DEAN-ACADEMIC AFFAIRS

Roy
15/11/2022

2 DR. ANUPAM HALDAR, Asst. Prof - M.E.

Haldar
15/11/2022



V. Krishnamurthy
V. Krishnamurthy
Executive Director

Signed, sealed and delivered by the Executive Director of National Institute of Electronics & Information Technology (NIELIT) Kolkata Centre for and on behalf of NIELIT Kolkata in the presence of:

National Institute of Electronics & Information Technology, Kolkata
(इलेक्ट्रॉनिक्स और सूचना प्रौद्योगिकी महालय, भारत सरकार के अधीन)
(Under Ministry of Electronics & IT (MeitY), Govt. of India)

WITNESSES

1. TAPAS TRIVEDY, SCIENTIST "D"

Tapas Trivedy 15/11/22

2. DEBAPRIYA BHATTACHARYA, PTO

Debapriya Bhattacharya
15/11/2022

