

Memorandum of Understanding
between



Haflong Government College, Haflong

District – Dima Hasao, P.O.- Haflong, P.S.- Haflong, Pin – 788819, Assam, India

and



National Institute of Electronics and Information
Technology (NIELIT), Guwahati,

Assam

2025



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Assam

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Second Party : HAFLONG GOVERNMENT COLLEGE HAFLONG DIMAHASAO ASSA
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MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding ("MoU") is made on 22-08-2025 between Haflong Government College, Haflong, District – Dima Hasao, P.O.- Haflong, P.S.- Haflong, PIN – 788819, Assam, India (hereinafter referred to as "Haflong Government College" which expression thereof includes its successors, administrators and assigns) represented through Principal, who is duly authorised to execute this agreement of the first part.

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And

National Institute of Electronics and Information Technology (NIELIT), Guwahati having its main centre at AIRT&SC Building, NH 37, Jawahar Nagar, Khanapara, Guwahati, Assam 781022, (hereinafter referred to as “NIELIT” which expression shall, unless repugnant to the context of meaning, mean and include its successors and permitted assigns) of the second part.

Haflong Government College and NIELIT may hereinafter collectively be referred to as “Parties” and individually as “Party”.

Whereas, National Institute of Electronics & Information Technology (NIELIT), (erstwhile DOEACC Society), an Autonomous Scientific Society under the administrative control of the Ministry of Electronics & Information Technology (MoE&IT), Government of India, was set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology (IECT). NIELIT is engaged both in Formal & Non-Formal Education in the area of IECT besides development of industry-oriented quality education and training programmes in the state-of-the-art areas. NIELIT has endeavour to establish standards to be the country’s premier institution for Examination and Certification in the field of IECT. It is also one of the National Examination Body, which accredits institutes/organizations for conducting courses in IT in the non-formal sector. As on date, NIELIT has forty seven (47) centers across India.

1. PURPOSE

To establish a Study Centre of NIELIT Guwahati at Haflong Government College for conducting ICT-based skilling programs under the National Skills Qualifications Framework (NSQF) and jointly promoting digital empowerment and career-oriented skill development for the students of the region.

2. ROLES AND RESPONSIBILITIES

Haflong Government College shall:

1. Provide **rent-free space** for:
 - A **classroom** suitable for theory sessions.
 - An **IT laboratory** for practical sessions with basic computer facilities, furniture and fittings & electricity.
2. Provide permission to install software in the Computer LAB as per requirement of the course curriculum.
3. Provide permission to install power back up device, drinking water facility (if required as per scope of the modalities of exam conduction as and when required), CCTV camera etc for conduction of NIELIT Online examination as per requirement of the course.
4. Provide permission for hassle free movement of NIELIT faculty members, officials to the study Centre.

5. Facilitate and support student mobilization and awareness activities in collaboration with NIELIT Guwahati.
6. Provide necessary coordination support to NIELIT for smooth implementation of training programs and internship activities.
7. Provide permission to NIELIT Guwahati for fixing sign board of the Study Centre, in prominent location of the College / Institution.
8. Provide permission to NIELIT Guwahati for releasing newspaper advertisement of admission notice mentioning the study Centre details.
9. Provide permission to enrol and train students other than the registered students of the College / Institution also.

NIELIT Guwahati shall:

1. Conduct **NSQF-aligned courses** with **subsidized fee structures** for all categories of students.
2. **Depute qualified faculty members**, design and deliver the course curriculum, and conduct both theory and practical classes.
3. Conduct **internal assessments, final examinations**, and issue appropriate certificates upon successful completion.
4. Provide **internship opportunities** to deserving students enrolled through this MoU (on fee payment basis by students).
5. Pay a **token mobilization and administrative support amount** to the Institution to cover promotional and coordination-related costs (as per mutually agreed terms or as decided by NIELIT Guwahati). The amount shall be mutually decided and revised from time to time.
6. **Bear the [rationalised / pro rata basis] cost of:**
 - Internet connectivity in the computer lab.
 - Electricity charges incurred during training programs.

3. FORCE MAJEURE

For the purpose of this MoU, the expression Force Majeure shall mean any clause affecting the performance of a party of its obligations arising from acts, events, omissions, happenings, or non-happenings, beyond its reasonable control including (but without limiting the generality thereof) Governmental Regulations, fire, flood, earthquake, strikes, or any other disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available.

Any act, event, omission, happening, or non-happening will be considered Force Majeure if it is not attributed to wilful act, neglect or failure to take reasonable precautions of the affected party. Neither party shall in any circumstances be liable to the other party for any loss of any kind whatsoever, including but not limited to any damages or abatement of charges whatever directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform or resume the performance of such obligations hereunder for the duration of such Force Majeure event.

4. DURATION, TERMINATION AND AMENDMENT

- i. The validity of this MoU would be for a period of **two (2)** years with effect from the date of signing of this MoU. The MoU may be renewed on mutually agreed terms between the Parties.
- ii. The present MoU can be terminated by either party by giving a notice of three months without assigning any reason. In this regard, neither party shall have any claim against the other party and its officials on account of the termination of this MoU. However, the responsibilities and duties of both parties in respect of students registered for any programs under this MoU shall not end with the termination of the MoU and these will remain valid in totality until completion of the evaluation of already registered students and reporting of their results by both parties.
- iii. Any amendment and/or addenda to the MoU shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the MoU and have the effect of modifying the MoU to the extent required by such amendment or addenda.
- iv. The amendment, termination and expiration of this MoU will not affect the terms of activities ongoing at the time of notification of the amendment, termination, and expiration unless otherwise agreed upon between the parties.

5. CONFIDENTIALITY

- i. During the tenure of this MoU, both Haflong Government College and NIELIT will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance of this MoU.
- ii. Both Haflong Government College and NIELIT shall bind their respective personnel who come into possession or knowledge of any confidential information NOT to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this MoU or PROJECTS.
- iii. Further, both Haflong Government College and NIELIT shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.
- iv. Confidential information shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under

this MoU or any subsequent addendum, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specially agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- a) Is or becomes publicly available through no fault of the receiving party
- b) Is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- c) Is independently developed by the receiving party without reference to the confidential information of the disclosing party.
- d) Is rightfully obtained by the receiving party from the third party or is in the public domain.
- e) Is disclosed with the written consent of the party whose information it is, or
- f) Is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

6. INDEMNITY

Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages/losses) arising out of or in connection with this MoU due to breach of any provisions of this MoU by such party or as a result of any act of negligence / omission or commission on part of such party and / or its employees, agents etc.

7. JURISDICTION


This MoU shall be subject to jurisdiction at the courts at Guwahati.

Any dispute arises if any shall be amicably resolved by the respective heads of both the parties.

In the event of any failure to resolve any dispute related to arbitration matter or any legal matter, through mutual discussion as above, the same shall be settled in the court of law with legal representatives appointed by both the parties

IN WITNESS WHERE OF the undersigned has executed this Agreement as of the date first above

Signed on behalf of Haflong Government College: Signed on behalf of NIELIT
Guwahati:

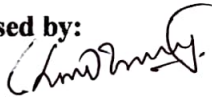
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Dr. Sarbojit Thaisen
Principal
Haflong Government College

Date: 26/9/25


Place: Haflong

Witnessed by:



Name: Dr. Anandendu Choudhury.
Designation: Associate Prof & HoD, Commerce.
Date: 26/9/25

Place: Haflong.



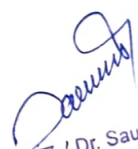
L. Lanuwabang
Director
NIELIT, Guwahati

Date:

Place:

एल. लानुवाबांग/L. Lanuwabang
निदेशक/Director
रा.इ.सू.प्रौ.सं. गुवाहाटी/NIELIT Guwahati
इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी मंत्रालय
Ministry of Electronics and Information Technology
भारत सरकार/Govt. of India

Witnessed by:


डॉ. सौरव महंत / Dr. Saurov Mahanta
वरिष्ठ तकनीकी अधिकारी/Senior Technical Officer
रा.इ.सू.प्रौ.सं. गुवाहाटी/NIELIT Guwahati
इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी मंत्रालय
Ministry of Electronics and Information Technology
भारत सरकार / Government of India

Name:

Designation:

Date:

Place: