Memorandum of Understanding

Between

All India Council for Technical Education

AND

ERNET India

Date: 19th July, 2023
This Memorandum of Understanding ("MoU") is executed at New Delhi on the 19th day of July, 2023.

By and Between

All India Council for Technical Education, a Statutory Body of Ministry of Education, Government of India, established under the All India Council for Technical Education Act, 1987 (52 of 1987), having its headquarter at Nelson Mandela Marg, Vasant Kunj, New Delhi-110070, hereinafter referred to as "AICTE", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its administrators, successors or assigns, as the case may be.

AND

ERNET India is an Autonomous Scientific Society of Ministry of Electronics & Information Technology, Government of India, registered under the Societies Registration Act' 1860 having its headquarter at 5th Floor, Block-I, A Wing, DMRC IT Park, Shastri Park, New Delhi - 110053, and its regional offices at Chennai and Bengaluru, hereinafter referred to as "ERNET India", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its administrators, successors or assigns, as the case may be.

Both the AICTE and the ERNET India have agreed to jointly collaborate towards improving Technical education system by utilizing emerging Information and Communication Technologies.

Objective of MoU:-
The AICTE will facilitate the ERNET India to reach out to its affiliated institutions to offer various solution in the agreed areas of collaboration. ERNET India and AICTE will work together towards the implementation of emerging ICT solutions in technical institutes.

For furthering the objective, this memorandum presents the following:

A. AREAS OF COLLABORATION:

i. Smart / e-Class rooms: Shortage of faculty members and quality of teaching is an important issue. This issue can be addressed to a large extent by having a network of technical institutions. In this regard the ERNET India has successfully implemented National Medical College Network (NMCN) at 50 medical colleges locations including 6 AIIMS, 2 PGI's, and other Premium medical colleges wherein state-of-the-art e-classrooms have been developed in these colleges. In the similar manner the ERNET India can establish e-Classroom networks for colleges affiliated with the AICTE. The AICTE will facilitate in development of e-classroom networks by issuing necessary instructions/guidelines to the technical institutions.

ii. Domain Services: ERNET is the exclusive domain registered to serve the educational and research institutions under the ac.in, edu.in and res.in along with its regional variant under विज्ञान भारत, विज्ञान भारत and शोध भारत. It is imperative that all the educational and research institutes should have their domain names using these domain names for proper identification. Accordingly, the AICTE will issue
necessary directives/guidelines to the technical institutions in the country and ERNET India will provide the domain names to such technical institutions. Further, ERNET India will provide helpdesk services for resolving domain registration and renewal.

iii. **Campus Networking Services (LAN /Wi-Fi):** Campus Wi-Fi and LAN based network services are important ingredient of digital education. These network services enable students and faculty members to access the secured Internet connectivity at anytime, anywhere basis on any smart IT enabled device. The AICTE will guide technical institutions to avail experience of ERNET India for deployment of Wired & Wi-Fi enabled campus network in academic institutions.

iv. **Eduroam:** ERNET India is an exclusive provider of Eduroam services in India. Eduroam services enable seamless Wi-Fi roaming across the educational campus (Colleges and Universities) which are registered with ERNET India for this facility. ERNET India can enable Eduroam services to all the colleges recognized by the AICTE. The AICTE will issue necessary instructions to all the technical institutions to register themselves on ERNET portal (https://eduroam.in) for the Eduroam services.

v. **Joint R&D:** The AICTE and ERNET India to jointly explore new areas for research in the field of emerging technologies to make India leader in future ICT technologies.

vi. **ICT Academy:** ERNET India and AICTE to work together to make an ICT Academy to initiate a project linked skill program in the domain of Quantum Communications, IoT, AI, etc. for Engineering students.

vii. **IPv6:** As per the GoI, all Websites and infrastructure need to be IPv6 enabled. Technical Institutions need to be in compliance with the latest internet technologies running on IPv6. ERNET is empanelled by DoT as well as by MEITY to enable and certify infrastructure to be running on IPv6. The AICTE will appoint ERNET India as a nodal agency for IPv6 compliance in all technical institutes in the country.

viii. **Website Content Accessibility:** As per the Rights of Persons with Disability Act 2016, all digital content needs to be accessible to the differently-abled persons in compliance with the Web Content Accessibility Guidelines (WCAG 2.1 - AA). ERNET India has set up a Lab based on the International Standards to test and certify WCAG and Institutions need to ensure compliance to the Accessibility Standards. The AICTE may appoint ERNET India as a nodal agency to make all websites of technical institutes to be in accessible format.

ix. **Web Services - (Development, Hosting and Management):** ERNET India provides website Development, Hosting and Management also over secured cloud infrastructure as per requirement of users with various flavors of Operating Systems, Databases, Development platforms etc. with SLA. These services can be availed by the technical institutes as per their requirements.

x. **VSAT Communication:** ERNET India provides VSAT communication services through GSAT satellite to facilitate Internet & Intranet access to Government’s education and research institutions located all over the country in C-BAND for stable and uninterrupted services. The AICTE may avail VSAT services of ERNET India for connecting technical colleges in remote and inaccessible areas.
xi. **University and College Management solution**: ERNET India has expertise in providing end to end university/College management solution. The AICTE may advise to all technical universities and colleges to avail this service as per their requirements.

xii. **Any Other Activity**: AICTE and ERNET India in furtherance of its mandate may identify any other ICT activity mutually agreed upon to improve ICT infra and its usage in the field of technical education.

### B. ENGAGEMENT SPECIFICS

i. The engagement is pro-bono. There is no commercial motive in this engagement. Accordingly, this MoU has no financial bearing. All financial aspects would be incorporated on mutually agreed terms in separate specific MOU/Agreement on a case-to-case basis. No financial commitment from any party will be assumed unless a formal approval / acceptance to that effect for the work/ services has been accorded through signed documents by both the parties prior to starting of the work.

ii. AICTE and ERNET India will maintain confidentiality of information exchanged between both the parties.

iii. **INTELLECTUAL PROPERTY RIGHTS**: Ownership of any and all intellectual property created / developed through collaborations under this MOU will be determined between the Parties through mutual consultation and recorded in writing as an addendum/amendment/agreement separately on a case- to -case basis.

iv. For carrying out the objectives of the MoU, both the parties will designate one officer to act as a nodal officer/Coordinator.

v. **OUTCOME**: All AICTE approved institutions would be targeted to become hub of smart e-classes and ICT Academy as proposed would be instrumental in capacity building of faculty in the areas of ICT.

### C. TERMS AND TERMINATION

i. **Terms and Termination**: The terms of this MoU shall be for a period of THREE YEARS from the last date of execution, unless terminated earlier by a written notice of thirty (30) days by a Party seeking such termination to the other Party, hereto. However, all commitments and obligations till the date of termination will be honored by both the parties.

Neither party shall assign or transfer the privileges and obligations under this MOU without the prior written consent of the other party.

ii. **Governing Law**: This MoU shall be governed by and shall be construed in accordance with the laws of India and the competent Courts in New Delhi, India shall have the exclusive interpretational, injunctive and supervisory jurisdiction over the disputes arising out of this MoU.

iii. **Dispute Resolution- Negotiation**: Any and all disagreements/differences / disputes arising hereunder shall be resolved amicably by the designated senior executives/officers of the good offices of both Parties. This MoU contains the
entire understanding between the Parties hereto and supersedes all prior arrangements, understandings, and agreements, written or oral, on the subject hereof. Any part of this MoU which is not enforceable due to any reason whatsoever will be deemed to be inoperative and the rest of the MoU will continue to be valid and binding on the Parties hereto.

If any disagreement/difference/dispute still remains unresolved in that event it shall be resolved as per the provisions contained in the Office Memorandum No. 334774/DoLA/AMRD/2019, dated 31 March 2020, Department of Legal Affairs, Ministry of Law & Justice, Government of India...

D. INDEMNIFICATION: Either party shall keep other party, it affiliates, officers, employees, agents, representatives, users, indemnified and harmless form and against any and all cost, liabilities, losses, and expenses (including, but not limited to, reasonable attorney’s fees) arising out of any claim, suit, action or proceedings for any act(s) and omissions of such party under any proposal (s) or any resulting contract therefrom or any incidental matter or any way arising therefrom.

E. RELATIONSHIP: Nothing in this MoU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose, or prevent either party to enter into MoU with other institutions/organizations.

IN WITNESSWHEREOF, the undersigned have executed this MoU, in duplicate, as of the date set forth above through their authorized representatives.

For and on behalf of AICTE

By: Dr. T G Sitharam
Name: Dr. T G Sitharam
Designation: Chairman, AICTE

For and on behalf of ERNET India

By: Shri. Sanjeev Banzal
Name: Shri. Sanjeev Banzal
Designation: Director General, ERNET India

WITNESS: Naveen Choudhary