

MEMORANDUM OF UNDERSTANDING

Between

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

And

The National Institute of Open Schooling (NIOS)

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and executed on 20th March 2026 ("Effective Date") at New Delhi.

BY AND BETWEEN

The National Institute of Electronics & Information Technology is an autonomous scientific society under the administrative control of Ministry of Electronics & Information Technology ('MeitY'), Government of India, 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

The National Institute of Open Schooling (NIOS), is an autonomous board established in 1989 by India's Ministry of Education, Government of India, having its office at A-24/25, Institutional Area, Sector-62, Noida, District Gautam Budh Nagar, Uttar Pradesh - 201309, **hereinafter Called "NIOS"**, 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 **SECOND PARTY**.

NIELIT and NIOS are hereinafter collectively referred to as the "the Parties" and individually as "the Party".

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 formal & 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.

WHEREAS, NIOS aims to "reach the unreached" by providing flexible, quality, and inclusive education up to pre-degree level through open and distance learning. It focuses on universalizing school education, catering to prioritized groups, and offering learner-centric, vocational, and academic courses without rigid time or place constraints.

AND, WHEREAS, both the Parties have held discussions and have agreed for collaboration with the purpose of synergizing their mutual strengths in public interest and to deliver a larger good for the society.

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

डॉ. आलोक सिन्हा
निदेशक (सूचना / कोशल) एवं मुख्य परीक्षा निदेशक
Director (Scheme/Staffing) & Chief Controller of Examinations
राष्ट्रीय इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी संस्थान (रा.इ.सू.प्रौ.सं.)
National Institute of Electronics and Information Technology (NIELIT),
नाईलिट भवन, प्लॉट नं. 3, पीएसपी पॉकेट, इस्टीट्यूशनल एरिया,
सेक्टर-8, द्वारका, नई दिल्ली-110077
NIELIT Bhawan, Plot No. 3, PSP Pocket, Institutional Area,
Sector-8, New Delhi-110077

Shakeel
कनिष्ठ निदेशक (सूचना / कोशल)
Colonel Shakeel
सचिव / Chief Controller of Examinations
राष्ट्रीय मुक्त शिक्षण बोर्ड
NIOS

1. PURPOSE OF MOU:

The purpose of this Memorandum of Understanding (MoU) is to establish a collaborative framework between the **National Institute of Electronics & Information Technology (NIELIT)** and the **National Institute of Open Schooling (NIOS)** to promote skill development, digital literacy, vocational education, and capacity building.

Through this collaboration, both institutions aim to:

- 1.1. Enhance access to quality ICT, electronics, and emerging technology education for learners under the NIOS ecosystem.
- 1.2. Integrate industry-relevant digital and vocational skills aligned with national initiatives such as **Digital India, Skill India, and NEP 2020**.
- 1.3. Improve employability, upskilling, and reskilling opportunities for school-level learners, out-of-school youth, and lifelong learners.
- 1.4. Leverage mutual expertise, infrastructure, and outreach for joint academic, training, certification, and awareness programs.

2. ROLES AND RESPONSIBILITIES:

NIELIT'S Responsibilities

- Design, develop, and provide **ICT, electronics, and emerging technology-based courses/modules**.
- Support **curriculum development, content customization, and academic inputs** suitable for NIOS learners, on mutually agreed terms.
- Provide **faculty support, training of trainers (ToT), and capacity-building programs** as mutually agreed.
- Facilitate **assessment, certification, and evaluation mechanisms**, wherever applicable, in coordination with NIOS, on mutually agreed terms.
- Offer access to its **centres, labs, digital platforms, and expertise** for joint programs, on mutually agreed terms.
- Assist in **skill alignment with industry requirements** and national occupational.
- Participate in **joint research, innovation, workshops, seminars, and outreach activities** under the collaboration on mutually agreed terms.

NIOS'S Responsibilities

- Facilitate **integration and implementation** of jointly agreed courses/programs within the NIOS framework.
- Provide access to its **learner base, accredited institutions, and study centres** for delivery of collaborative programs on mutually agreed terms.
- Support **academic approvals, learner enrollment, scheduling, and dissemination** of information related to the programs.
- Coordinate with NIELIT for **assessment, certification, and credit recognition**, as applicable.

Promote joint initiatives through **official communication channels and outreach mechanisms**.

Provide **administrative and logistical support** for smooth execution of collaborative activities on mutually agreed terms.

- Encourage participation of learners, educators, and institutions in the jointly developed programs.

Joint roles and responsibilities of NIELIT and NIOS

Both NIELIT and NIOS shall:

- Work collaboratively to **identify new areas of cooperation** and periodically review progress.
- Ensure **quality assurance, transparency, and compliance** with applicable rules, policies, and guidelines.
- Share responsibilities for **planning, monitoring, and evaluation** of joint initiatives.
- Protect **intellectual property rights and confidentiality** as per mutually agreed terms.
- Nominate **nodal officers** for coordination and effective implementation of activities under this MoU.

3. IMPLEMENTATION PROCESS: NIELIT and NIOS will identify their respective nodal officers to define & executive 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

4. ADDENDUM FOR OTHER PROJECTS:

(a) Separate Memorandum of Agreement (MoA) / Service Level Agreement (SLA): Notwithstanding anything contained in this MoU, it is hereby clarified that this MoU does not create any financial obligation on either Party. In the event that the NIOS requires the NIELIT to undertake any specific task, assignment, project, or service involving financial consideration, such engagement shall be governed through a separate **Memorandum of Agreement (MoA) or Service Level Agreement (SLA)** to be executed prior to the commencement of the said activity.

The MoA/SLA shall clearly specify the scope of work, deliverables, timelines, financial terms including service charges or fees, payment terms, and any other mutually agreed conditions, including provisions relating to delay or non-performance. No financial commitment shall be made by NIOS, nor shall any work with financial implications be initiated by NIELIT, solely on the basis of this MoU.

(b) Determination of Rates and Financial Terms: The rates, charges, or fees payable by NIOS to NIELIT for any activity involving financial implications shall be mutually agreed upon and specified in the respective MoA/SLA executed for each such project or task. Such rates shall be reasonable, transparent, and in accordance with applicable Government of India guidelines, financial rules, and the **General Financial Rules (GFR)** as amended from time to time.

NIOS may seek detailed cost estimates, justification of rates, and a breakup of charges from NIELIT prior to the execution of any MoA/SLA. No expenditure shall be incurred by NIOS unless the MoA/SLA has been duly approved and executed by the competent authorities of both Parties in accordance with their respective financial and administrative procedures. Any revision in rates during the execution of an ongoing MoA/SLA shall require prior written notice to NIOS and shall be affected only through a formal amendment to the concerned MoA/SLA.

डॉ. आलोक त्रिपाठी / Dr. ALOK TRIPATHI
निदेशक (योजना/कोशल) एवं मुख्य परीक्षा निदेशक
Director (Scheme Planning & Chief Controller of Examinations)
राष्ट्रीय इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी संस्थान (NIELIT)
National Institute of Electronics and Information Technology (NIELIT)
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सेक्टर-8, द्वारका, नई दिल्ली-110077

6. **EXTENSION OF THE MoU:** Based on mutual discussions about the work completed during the term of this MoU, any additional opportunities can be included and the extension will be finalized after signing a separate addendum for such additional activities within the broader scope of this MoU.
7. **DELIVERABLES & REPORTING:** All deliverables and reports pertaining to the project shall be elaborated in the proposal to be shared, whenever required.
8. **OBLIGATION OF THE PARTIES:** The parties agree to display NIELIT and NIOS logos, in relation to a project-on-project site, its resource materials, annual report(s), newsletters, certificates and its website. To this extent, both Parties shall ensure that the intellectual property rights of each other are not violated. Both the Parties shall exercise reasonable skill, care and diligence in the performance of their respective obligations under this MoU. NIELIT and NIOS shall ensure that all the project obligations are met as per project wise addendum, which is to be executed separately.
9. **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.
10. **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, subject to fulfilling its outstanding obligations to ensure that the candidates undergoing such training programs are not impacted by termination of this MoU.

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) or other electronic transmission service such as E-Mail, 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.

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

NIELIT

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Director (Scheme/Skilling) & Chief Controller of Examinations
राष्ट्रीय इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी संस्थान (नई दिल्ली)
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कर्मचारी राष्ट्रीय
Colonial
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NATIONAL INSTITUTE
Rajiv Gandhi Education
New Delhi
110077

NIOS

A-24/25, Institutional Area, Sector-62,
Noida, District Gautam Budh Nagar,
Uttar Pradesh - 201309

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.

11. CONFIDENTIALITY:

For the term of this MoU, 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 Three (3) days before submitting the information to the statutory bodies.

The Parties shall not during or after one year of 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, personal identification information, business or technical matters of both Parties.

12. INTELLECTUAL PROPERTY RIGHTS (IPR):

Intellectual Property (IP) solely created by either Party during this MoU shall remain the property of that Party. Any IP in NIOS's services or its platform shall be subject solely to the terms and conditions present in the addendum mutually executed by the Parties, pursuant to which the services or the platform access was provided.

13. GOVERNING LAW AND DISPUTE RESOLUTION:

13.1 The Parties shall attempt to amicably settle all disputes arising out of this MoU and the obligations hereunder ("Dispute"). Either Party may give written notice of a dispute to the other Party within ten (10) days of the occurrence of the event which gives rise to such Dispute or the date such event comes to the notice of the applicable Party. Any dispute between NIELIT and NIOS in connection with this MoU shall be referred to the designated officials of NIELIT and NIOS for mutual discussions and negotiations.

13.2 If no settlement can be reached through mutual discussions and negotiations within 15 days or if both the Parties fail to agree on a common arbitrator within 30 (Thirty) days of receiving the notice for arbitration by either Party from the other Party, then either Party can approach the court, by way of filing a petition under Section 11 of the Arbitration and Conciliation Act, 1996 and seek the appointment of a neutral person to preside over as the Arbitrator. With respect to such arbitration, the following provisions shall apply:

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The arbitration proceedings shall be conducted in English;
the place of arbitration shall be at Delhi;
in respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts shall have exclusive jurisdiction;

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- iv. The costs of arbitration shall be borne as determined in the arbitration award;
v. The decision of the arbitrator(s) shall be final and binding on the Parties.

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 Alok Tripathi

For NIOS

Name: Dr. Alok Tripathi

Name: Shabzeel Ahmad
Colonel Shabzeel Ahmad

Designation: Director (Scheme/Skilling)

Designation: Secretary, NIOS

Stamp: डॉ. आलोक त्रिपाठी / Dr. ALOK TRIPATHI
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Sector-8, New Delhi-110077

Stamp: कर्नल शाकील अहमद
Colonel Shabzeel Ahmad

राष्ट्रीय
NATE

निदेशक
R-01/2017/11

Witness:

1. Alok Tripathi

Witness:

1.