

NON-BINDING MEMORANDUM OF UNDERSTANDING

This Non-Binding Memorandum of Understanding ("MOU") is entered into between:


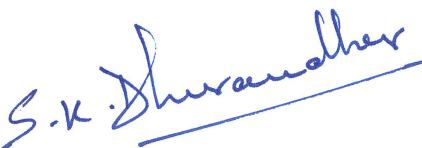
Intel Technology India Pvt Ltd., a company established and existing under the laws of India with its address at 23-56P, Devarabeesanahalli, Outer Ring Road, Varthur Hobli, Bengaluru-560103, Karnataka, India ("Intel"); and

NIELIT Deemed to be University and having its office at NIELIT Permanent Campus, Village Bada Phull, Rupnagar - 140001

The effective date of this MOU is November 17, 2025 ("Effective Date") and the expiration date of this MOU is November 16, 2027 ("Expiration Date").

In this MOU, Intel and Company are sometimes referred to individually as "Party" or collectively as "Parties."

Intel and Company wish to record in writing their non-binding proposals regarding potential engagement(s), as described in the Schedule ("Engagement").

For and on behalf of Intel:	For and on behalf of NIELIT Deemed to be University:
By: 	By: 
Print Name: Shweta Khurana	Print Name: Sanjay K. Dhurandhar
Title: Sr. Director – Asia Pacific & Japan, Government Partnerships & Initiatives, International Government Affairs, Intel	Title: Executive Director, National Institute of Electronics and Information Technology (HQ) Delhi
Date: November 17, 2025	Date: November 17, 2025

NOW IT IS HEREBY AGREED:

1. **Non-binding Nature:** The Schedule to this MOU and its contents are not legally binding. Except for the obligations in Sections 1 to 10, which are all legally binding, no contract for the Engagement will exist unless and until the authorized representatives of each Party sign a separate legally binding written agreement.
2. **Term and Termination:** This MOU will be effective on the Effective Date and will expire on the earlier of (a) the Expiration Date or (b) the date on which the Parties enter into a separate legally binding signed agreement relating to the Engagement. Either Party can, at any time for any reason and without any liability, end negotiations, or terminate this MOU immediately upon giving written notice to the other Party.
3. **Expenses:** Each Party is responsible for its own expenses in connection with all matters related to this MOU.
4. **Confidentiality and Public Announcement:** Each Party must treat the other party's Confidential Information (as defined in the CNDA) in accordance with the CNDA identified on the first page of this MOU. The CNDA obligations will survive the expiration or termination of this MOU. Neither Party will make any public announcement about the MOU (or the subject matter of this MOU), without the prior written consent of the other Party.
5. **License:** No license is granted under this MOU to either Party under any of the other Party's intellectual property rights.
6. **Nature of relationship:** The Parties are independent contractors, and no agency, partnership, franchise or joint venture is intended or created by this MOU. This MOU does not create an exclusive relationship between the Parties regarding the subject matter of this MOU.
7. **Entire Understanding:** This MOU constitutes the entire understanding between the Parties regarding its subject matter. Neither Party has relied on any statements or representations made by the other in connection with this MOU, which are not set out in this MOU.
8. **Exclusion of Liability:** Neither Party will have any liability whatsoever to the other Party under or in connection with this MOU or any Engagement, either in contract, tort or otherwise (including, without limitation, for negligence and misrepresentation), for: (a) loss of revenue; (b) loss of actual or anticipated profits; (c) loss of anticipated savings; (d) loss of reputation; (e) loss of, damage to or corruption of data; or (f) any indirect or consequential loss or damage howsoever arising. This exclusion of liability clause will not apply to any liability arising from breach of the obligations set out in Section 4 of this MOU. This exclusion of liability clause also will not apply to liability for fraud or other criminal acts, deceit, death or personal injury resulting from negligence, fraudulent misrepresentation, and any other liability that cannot be excluded by law.
9. **Governing Law & Dispute Resolution:**

This MOU shall be governed by the laws of the Republic of India. Any dispute arising out of or in connection with this MOU, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in India in accordance with the Arbitration Rules in India for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one arbitrator and the language of arbitration shall be English.
10. **Language, Amendments and Severability:** This MOU will be executed in English and the English language original of this MOU will prevail over any translation of it into any other languages. No amendments to this MOU will be effective unless made in writing and signed by authorized representatives of each Party. If any provision or part of these Sections 1 to 10 is held invalid or unenforceable under applicable law, the provision or part will be modified to the minimum extent necessary to make it valid and enforceable, or if it cannot be made valid and enforceable, the provision or part will be severed from this MOU.

SCHEDULE – PROPOSED ENGAGEMENT (Non-Binding)

This Schedule to the MOU and its contents are not legally binding. No contract for the Engagement will exist unless and until authorized representatives of each Party sign a separate legally binding written agreement. The Parties' proposed engagement is described as follows:

The Parties propose to work together towards building a digital-first mindset and building digital readiness by rolling out Intel® AI for Future Workforce program ("Program") in India.

Intel® AI for Future Workforce has the potential to empower the future workforce with the necessary AI skills for employability in the digital economy. The Program aims to create a good understanding of AI. It focuses on –

- Gaining AI technical confidence by demystifying AI and equipping the future workforce with technical confidence to learn and apply AI skills independently.
- Enhancing employability for AI-related jobs by building necessary technology, career growth, and social skills.
- Producing evidence for employability by demonstrating solutions through AI projects capturing industrial and/or social impacts

The program rollout may include:

- Localization of the Program for the Indian audience
- Program launch
- Orienting relevant stakeholders for Program deployment
- Showcasing Program impact on national and international platforms
- Creating required channels to help scale the Program in a sustainable manner

Roles and Responsibilities

Intel India may

- Localize Intel® AI for Future Workforce program to the Indian context
- Co-facilitate hosting of the Program on NIELIT Deemed to be University's website
- Support NIELIT Deemed to be University for the successful deployment of the Program by
 - Organizing orientation sessions for the NIELIT Deemed to be University's officials
 - Building capacities among the lead facilitators/ trainers identified by NIELIT Deemed to be University as coaches
- Provide co-branded certificates to trained students along with NIELIT Deemed to be University
- Define pathways for NIELIT Deemed to be University students to guide them for employment in relevant industries

NIELIT Deemed to be University may

- Launch deployment models as a certificate, diploma, or degree course subsequently
- Identify and make available faculty for lead facilitator training as coaches
- Co-facilitate hosting of the Program on the NIELIT Deemed to be University's website
- For successful deployment of the Program, facilitate
 - Orientation sessions for the officials in collaboration with Intel India.
 - Organize capacity-building sessions for the identified lead facilitators/ trainers along with Intel India.
 - Create internal and external synergies within the ecosystem to ensure Program outreach
- Popularize the Program through all media channels, circulate collaterals, and enable social media
- Provide co-branded certificates to trained students along with Intel India.