

MEMORANDUM OF UNDERSTANDING

Between

National Institute of Electronics & Information Technology (NIELIT)

And

Gnani.ai

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and executed on this 20th day of February, 2026.

BY AND BETWEEN

The National Institute of Electronics & Information Technology 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

Gnani.ai is an India-based conversational AI company, having its office at No 94, 1st Floor, R.V. Road, Basavanagudi, Bangalore South, Karnataka, India, 560004, **hereinafter Called "Gnani.ai"**, 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**.

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 in 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, Gnani.ai is an India-based conversational AI company that specializes in voice-first AI solutions, including automatic speech recognition (ASR), text-to-speech (TTS), and voice bots for enterprise customer service. Founded by Ganesh Gopalan, it supports over 15+ Indian languages and 40+ global languages, serving sectors like BFSI, telecom, and healthcare. The company provides a no-code platform for automation across voice, chat, and email.

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:

1. UNDERSTANDING AND COLLABORATION POINTS

This MoU aims to establish a strategic collaboration between NIELIT and Gnani.ai to:

- a) Enhance NIELIT digital platform with advanced AI-driven speech and language technologies.
- b) Work together to enable the NDU platform in multiple Indian and international languages.
- c) Strengthen research, innovation, and deployment of AI-based solutions in education, skilling, and e-Governance.
- d) Enable capacity building and skill development in AI, Speech Technology, and Language Processing.
- e) Develop scalable, secure, and citizen-centric digital solutions.

2. ROLES AND RESPONSIBILITIES

NIELIT shall:

- a) Provide access to the NDU platform and relevant digital infrastructure for integration.
- b) Identify use cases, language requirements, and implementation priorities.
- c) Facilitate coordination with government bodies and stakeholders where required.
- d) Provide domain expertise related to education, skilling, and e-Governance.

Gnani.ai shall:

- a) Provide AI-based multilingual Speech-to-Text, Text-to-Speech, and Conversational AI technologies.
- b) Work jointly with NIELIT to make the NDU platform multilingual in various languages.
- c) Customize AI models to meet platform-specific requirements.
- d) Ensure high accuracy, scalability, and security of deployed solutions.
- e) Provide technical documentation, APIs, and integration support.
- f) Provide on-going technical support, maintenance, and system upgrades as mutually agreed.

Joint Responsibilities of Both the Parties shall:

Both Parties shall:

- a) Establish a Joint Working Committee (JWC) for coordination.
- b) Define project timelines, milestones, and performance metrics.
- c) Ensure data privacy, confidentiality, and regulatory compliance.
- d) Share relevant knowledge, best practices, and technical insights.
- e) Conduct periodic review meetings to assess progress.
- f) Work collaboratively toward sustainable, inclusive, and scalable multilingual digital transformation.

2. IMPLEMENTATION PROCESS:

The NIELIT and the Gnani.ai will identify their respective nodal officers to define 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.

3. INTELLECTUAL PROPERTY RIGHTS (IPR)

3.1 Information on research results and study materials (reports, articles, books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. All Intellectual Property solely conceived and/or developed by Gnani.ai during the course of this MoU shall be owned by Gnani.ai. All Intellectual property solely conceived and or developed by NIELIT during the course of this MoU shall be owned by NIELIT. Intellectual property jointly conceived and or jointly developed by NIELIT and Gnani.ai will be jointly owned by NIELIT and Gnani.ai. Each party may use such property for research and study purpose. NIELIT and Gnani.ai will be committed to the protection of appropriate and application of such intellectual property for commercial or other purpose on mutually acceptable terms to be negotiated in good faith between NIELIT and Gnani.ai.

3.2 NIELIT and Gnani.ai shall acknowledge one another in any form of writing, publication or presentation based on research derived from the co-operative efforts of both parties under this MoU unless otherwise mutually agreed upon in writing by the parties.

4. **ADDENDUM FOR OTHER PROJECTS:** If the Parties envisage any project requiring payment of fees, then both Parties will sign separate addendums on project-to-project basis.

5. **TERM OF THE MOU:** The MOU shall be effective from the date of execution and shall remain in-force for a period of FIVE (5) years unless terminated earlier in accordance with the MOU or completion of the obligations mentioned under this MoU.

6. **EXTENSION OF THE MoU:** After having a mutual discussion about the work completed during this period, the additional opportunities can be included and the extension will be finalized after signing a separate document.

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 Gnani.ai logos, in relation to a project on project site, its resource materials, annual report(s), newsletters and its website. To this extent, both Parties shall ensure that the intellectual property rights of each other are not breached.

Parties shall exercise reasonable skill, care and diligence in the performance of the MOU. NIELIT and Gnani.ai 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 neither 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.

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) the date of transmission by telecopy or other electronic transmission service, 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

NIELIT Bhawan,

Plot No. 3, PSP Pocket, Sector-8, Dwarka, NewDelhi-110077

Gnani.ai

No 94, 1st Floor, R.V. Road, Basavanagudi,

Bangalore South,

Karnataka, India, 560004

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

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 Five (5) days before submitting the information to the statutory bodies.

The Parties shall not during or after 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, business or technical matters of both Parties.

12. GOVERNING LAW AND DISPUTE RESOLUTION:

12.1 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 Gnani.ai in connection with this MoU shall be referred to the designated officials of NIELIT and Gnani.ai for mutual discussions and negotiations.

12.2 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:

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

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Name: HIMANSHU MOHAN

For Gnani.ai

Ananti

Name: ANANTH.N

Designation: JOINT REGISTRAR

Designation: CTO

Stamp:

Stamp:

Witness:

Saket

Witness:

1. SAKET SAURABH

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