

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
KYNDRYL SOLUTIONS PRIVATE LIMITED  
AND  
National Institute of Electronics and Information Technology  
(NIELIT)

THIS AGREEMENT is made on February 13, 2024, at New Delhi, by and between: -

1. **KYNDRYL SOLUTIONS PRIVATE LIMITED**, a company registered under the Companies Act, 2013 and having its Registered Office at 2<sup>nd</sup> to 4<sup>th</sup> Floor, Block D, Embassy Golf Links, Domlur, Bangalore 560071, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its heirs, successors, executors and permitted assigns) (hereinafter referred to as "KYNDRYL").
2. **National Institute of Electronics and Information Technology**, NIELIT Bhawan, Plot No. 3, PSP Pocket, Sector-8, Dwarka, New Delhi-11007, through its (hereinafter referred to as **NIELIT** which expression shall, unless repugnant to the context or meaning thereof be deemed to include its executors, successors in title and permitted assignees) of the **SECONDPART**.

**KYNDRYL** and **NIELIT** are hereinafter individually referred to as a "Party", and collectively referred to as the "Parties"

**WHEREAS:**

- A) Kyndryl works towards designing and implementing large-scale development sector projects and conducting research and impact assessment studies; it provides comprehensive project implementation solutions for the development sector as a part of its corporate social responsibilities.
- B) NIELIT an Autonomous Scientific Society under the administrative control of 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 endeavored 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.
- C) The Parties have decided to collaborate to work together in the areas of skill development, quality education and training, content and certifications and any other services that may be decided from time to time on the below agreed terms and conditions.



NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HEREBY AGREE AS FOLLOWS:

**1. Below are the possible thematic areas for the partnership:**

- 1) Skill Development
- 2) Quality Education and Training in advanced Technologies such as Development, Security and Operations (DevSecOps), Cloud Operations and Resilient Systems.
- 3) Content and certifications
- 4) Any other mutually agreed area/technology.

**2. FEE:** If Parties envisage any project requiring payment of fees then Parties will sign a separate addendum on project-to-project basis.

**3. SCHEDULE:** NIELIT and KYNDRYL will sign a separate addendum on project-to-project basis.

**4. TERM OF THE AGREEMENT:** The AGREEMENT shall be effective from the date of execution and shall remain in-force for a period of three (3) years unless terminated earlier in accordance with the AGREEMENT or completion of the obligations mentioned under this agreement.

**5. DELIVERABLES & REPORTING:** Parties will sign a separate addendum on project-to-project basis and all deliverables and reporting pertaining to the project shall be elaborated in the addendum.

**6. PROMOTIONS, BRANDING & PUBLISHING:**

6.1 It is agreed and understood that all press releases or other public communications of any sort relating to this Agreement, or the transactions contemplated between the Parties, including the method of release of the publication, other than the announcement approved herein, shall be subject to the mutual approval of Parties.

6.2 The Parties shall own their respective creations, trademarks, copyrights, and other intellectual property rights. To the extent this Agreement envisages permitted use of each other's logo, mark or name, the Party to which such logo, mark or name belongs shall be deemed to have licensed such permitted use to the other Party under this Agreement. Notwithstanding, Parties will take the written consent of the other Party, before using other Party's name, logo, or mark. Before any publication is made, the written approval of the other Party shall be obtained.

**7. OBLIGATION OF THE PARTIES:**

7.1. The parties agree to display KYNDRYL and NIELIT 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 is not used for any unauthorized purpose.

7.2. Parties shall exercise reasonable skill, care and diligence in the performance of the AGREEMENT.



7.3. NIELIT and KYNDRYL shall ensure that all the project obligations are met as per project wise addendum to be executed separately.

## 8. TERMINATION:

8.1 Each Party has the right to terminate this AGREEMENT by giving 30 days advance notice to the other Party or on a mutually agreeable basis. In such event, neither party shall be liable to pay each other any further dues.

8.2 Without prejudice to the foregoing, steps shall be taken to ensure that the termination of this Agreement will not compromise or discriminate against any of the activities undertaken.

## 9. OTHER TERMS & CONDITIONS

9.1. **Amendment:** The AGREEMENT shall be amended only by written mutual consent of both the Parties to the AGREEMENT.

9.2. **No relationship:** Nothing in this AGREEMENT shall constitute or be deemed to constitute a partnership between the Parties, nor render the other 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, express or implied, against, in the name of, or on behalf of another party.

9.3. **Force Majeure:** A Party shall be excused from performing its obligations under this AGREEMENT 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 AGREEMENT with immediate effect

9.4. **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 (iii) the date of receipt by any other means of delivery.

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

### **KYNDRYL**

2<sup>nd</sup> to 4<sup>th</sup> Floor, Block D,  
Embassy Golf Links, Domlur,  
Bangalore 560071



**NIELIT**

NIELIT Bhawan,  
Plot No. 3, PSP Pocket, Sector-8, Dwarka,  
New Delhi-110077

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.

**10. CONFIDENTIALITY**

10.1. The Parties shall keep all data or information disclosed by each other in connection with this Agreement, 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 of the party must intimate to the other party of such disclosure at least 5 days before submitting the information to the statutory bodies.

10.2. The Parties shall not during or after the termination of the AGREEMENT disclose to any third party any confidential information arising from the AGREEMENT (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.

10.3. 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.

**11. GOVERNING LAW & JURISDICTION**

11.1. This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to its choice of laws rules and shall be submitted to the exclusive jurisdiction of the courts of New Delhi.



**12. DISPUTE RESOLUTION**

The Parties shall resolve any dispute amicably by the designated senior executives/Officers of the good office of both Parties and if any dispute remains unresolved then it shall be settled by arbitration, by a single arbitrator to be appointed by the Parties. The venue of arbitrator to be appointed by the parties. The venue of arbitration shall be in New Delhi. The arbitration shall be conducted under the provision of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force and the award of such Arbitrator shall be final and binding upon the Parties hereto.

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties have caused this Agreement to be executed on the date first written above:

**FOR AND ON BEHALF OF  
KYNDRYL SOLUTIONS PRIVATE LIMITED**

Authorized Signatory

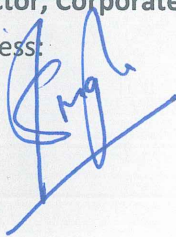
Name: **Smt. Girija Mukund**

Designation:

**Director, Corporate Social Responsibility**

Witness:

1.



**FOR AND ON BEHALF OF  
NIELIT**

Authorized Signatory

Name: **Smt. Sheetal Chopra**

Designation:

**Registrar I/c**

Witness:

1.

