



## MEMORANDUM OF UNDERSTANDING

Between

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

And

**BYOT Media and Advertisements Private Limited**

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and executed on day of ~~19<sup>th</sup>~~ month *May* and year *2025* 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

**BYOT Media and Advertisements Private Limited** is a Private Limited company incorporated under Section 2(68) of the Companies Act, 2013, having its registered office at G-1321, Third floor, Chittaranjan Park, New Delhi, 110019 **hereinafter Called "BYOT"**, 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**.

BYOT and NIELIT 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**, BYOT is a private limited company engaged in strategic communication, branding, media outreach, and institutional engagement. BYOT aims to strengthen digital skilling and innovation ecosystems by facilitating global collaborations, strategic partnerships, and outreach opportunities for institutions involved in capacity building, education, and entrepreneurship.

**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:**

- 1.1. To jointly explore and facilitate the global implementation of training, assessment, and certification programs designed and delivered by NIELIT, including NSQF-aligned courses, with a focus on emerging technologies, digital skills, and entrepreneurship.
- 1.2. To identify and engage with international universities, institutions, CSR foundations, and ecosystem enablers to build sustainable partnerships for NIELIT's skilling and innovation initiatives.
- 1.3. To enhance access to multilingual, affordable, and high-quality learning opportunities for diverse learner groups—youth, professionals, and marginalized communities—across geographies through online and offline delivery modes.
- 1.4. To contribute to the creation of a digitally empowered global workforce by combining NIELIT's academic and infrastructure strengths with BYOT's outreach, branding, and partnership capabilities.

## **2. ROLES AND RESPONSIBILITIES OF NIELIT:**

- 2.1 NIELIT may independently develop and provide the training content, certification frameworks, academic guidelines, and delivery resources for its skilling and incubation programs, including but not limited to NSQF-aligned and internationally adaptable courses.
- 2.2 NIELIT may be solely responsible for the **assessment and certification** of learners, ensuring credibility and alignment with its internal academic quality standards and relevant national/international frameworks.
- 2.3 NIELIT may ensure the **timely and effective delivery** of programs—both online and offline—maintaining academic integrity, certification processes, and learner support across all delivery platforms.
- 2.4 NIELIT may retain full control over course structure, pedagogy, certification, faculty qualification criteria, and learning outcomes, and will have discretion to deploy its programs through its own infrastructure or affiliated institutions, including those facilitated through this collaboration.
- 2.5 NIELIT may, at its discretion, develop and deliver content in **multiple languages** to suit the requirements of international learners or regional partner institutions.

### **3. ROLES AND RESPONSIBILITIES OF BYOT:**

- 3.1. BYOT may identify and facilitate partnerships with international institutions, universities, CSR organizations, digital education bodies, and other relevant stakeholders for the global promotion and implementation of NIELIT's skilling and innovation programs.
- 3.2. BYOT may support digital branding campaigns, and other relevant activities to enhance visibility and adoption of NIELIT programs across the world.
- 3.3. BYOT may assist in structuring and formalizing international collaboration proposals, including commercial models, legal frameworks, and programme management mechanisms, in consultation with NIELIT.
- 3.4. BYOT may provide ongoing advisory, and relationship management support for smooth onboarding of international partners.

### **4. JOINT ROLES AND RESPONSIBILITIES OF NIELIT AND BYOT:**

- 4.1. Both Parties may jointly identify potential international collaboration opportunities, review proposals, and provide strategic direction to ensure alignment with NIELIT's vision and BYOT's facilitation goals.
- 4.2. Both Parties may monitor the progress of each partnered initiative through periodic reviews and jointly address operational, academic, or outreach-related challenges to improve effectiveness and impact.
- 4.3. Both Parties may collaborate to co-create program-specific communication materials, and evaluation frameworks for international and institutional stakeholders.
- 4.4. A mechanism may be established to facilitate structured implementation, reporting, and review of ongoing international partnerships under this MoU.

**5. IMPLEMENTATION PROCESS:** NIELIT and BYOT 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.

**6. 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.

**7. 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 this MoU or completion of the obligations mentioned under this MoU.

**8. 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.

9. **DELIVERABLES & REPORTING:** All deliverables and reports pertaining to the project shall be elaborated in the proposal to be shared, whenever required.

10. **OBLIGATION OF THE PARTIES:** The parties agree to display NIELIT and BYOT 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 BYOT shall ensure that all the project obligations are met as per project wise addendum, which is to be executed separately.

11. **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.

#### 12. **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**  
NIELIT Bhawan,  
Plot No. 3, PSP Pocket, Sector-8,  
Dwarka, NewDelhi-110077

**BYOT Media and Advertisements Private Limited**  
G-1321, Third Floor, Chittaranjan Park,  
New Delhi, 110019

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.

### **13.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 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.

### **14.INTELLECTUAL PROPERTY RIGHTS (IPR):**

14.1 Research results and study materials (e.g., reports, articles, or publications) may be exchanged freely, subject to mutually agreed IPR terms.

14.2 Intellectual Property (IP) solely created by either Party during this MoU shall remain the property of that Party.

14.3 Jointly developed IP shall be co-owned and used based on terms mutually agreed in good faith.

Both Parties shall acknowledge each other appropriately in any publication or presentation arising from joint efforts under this MoU, unless otherwise agreed in writing.

## **15. GOVERNING LAW AND DISPUTE RESOLUTION:**

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

15.2 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 Delhi;
- iii. In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at 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

*Alok Tripathi*

For BYOT

*Bhumika*

Name: ALOK TRIPATHI

Name: BHUMIKA VYAS

Designation: Director (Scheme/Skilling & CODE)

Designation: Co-founder and CEO

Stamp:

Stamp:

**BYOT MEDIA AND ADVERTISEMENTS PVT. LTD.**

Witness:

1. HIMANSHU MOHAN

*Himanshu*

Witness:

1. PRATEEK JOSHI

*Prateek Joshi*