

## MEMORANDUM OF UNDERSTANDING

This non-binding Memorandum of Understanding ("**MOU**") is entered into on **June 20, 2025** ("**Effective Date**"):

**BETWEEN** **National Institute of Electronics & Information Technology, Ministry of Electronics & Information Technology Block-3, Block A, East Kidwai Nagar, Kidwai Nagar, New Delhi, Delhi 110023** ("**NIELIT**");

**AND** **Microsoft Corporation India Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office at 807, New Delhi House, Barakhamba Road, New Delhi – 110001 and its principal office at DLF Downtown- Level 8, Block 2, DLF Phase 3, Sector-25-A, Gurugram - 122002, Haryana ("**Microsoft**"),

(NIELIT and Microsoft together, the "**Parties**" and each, a "**Party**").

This MOU sets forth the terms applicable to the Parties' discussions related to a potential business relationship between the Parties. Unless expressly stated otherwise in Section 11 hereinbelow, no terms in this MOU are intended to be, or shall be interpreted as, being binding upon the Parties. This MOU is intended to form a basis of discussion, is subject to due diligence by Microsoft and NIELIT, and does not state all matters upon which an agreement must be reached before executing a legally binding, comprehensive commercial agreement or agreements (each, a "**Definitive Agreement**").

### BACKGROUND:

- (A) The **National Institute of Electronics & Information Technology (NIELIT)**, formerly known as the DOEACC Society, is an autonomous body under the Ministry of Electronics and Information Technology (MeitY), Government of India. NIELIT was established to bridge the gap between academic institutions and industries by developing human resources in the field of Information, Electronics, and Communications Technology (IECT). The institute offers both formal and non-formal education, providing industry-oriented quality education and training programs.
- (B) Microsoft Corporation India Private Limited is a wholly owned subsidiary of Microsoft Corporation and is a developer, manufacturer, distributor, and provider of software technologies, cloud services and other solution technologies.
- (C) The Parties recognise the capabilities and resources of each Party and wish to explore and assess the feasibility of collaborating with each other on the Project (as defined in Section 2).

### 1. OBJECTIVE

The objective of this MOU is to describe the Parties' current understanding regarding their potential cooperation and collaboration on the Project and to facilitate further discussions related thereto, including by:

- (a) enabling the sharing of relevant information on a confidential basis between the Parties with the aim of identifying the objectives of each Party in relation to the Project, and the corresponding capabilities of each Party to support the achievement of such objectives; and
- (b) setting out the possible framework, working relationships, structure, implementation, and future commitments of the Parties in relation to the Project.

## 2. THE PROJECT

The following project is referred to in this MOU as the “**Project**”.

Microsoft and NIELIT wish to work together on their common goals of empowering and skilling students and faculties to thrive in the digital economy and transform the state into a hub of trained professionals in the technologies in demand. Microsoft would partner with NIELIT, for a Center of Excellence in the realm of AI.

In connection with the Project, NIELIT and Microsoft may further discuss and explore the following:

- Microsoft may provide contact/SPOC, who may be available for all communications with NIELIT.
- Microsoft may grant access to MS Learn platform. Microsoft may support NIELIT in integration of MS Learn into its learning management system through MS Learn Catalog API. More information on this is available at <https://aka.ms/LearnLTI> and <https://aka.ms/LearnCatAPI>.
- Microsoft Learn App may be integrated with the institute LMS or website through LTI integration which would enable access to over 4400+ modules state of art content linked with job roles.
- Microsoft may recommend the most popular learning tracks that NIELIT may adopt for its students.
- Microsoft may offer to NIELIT, the below for its students:
  - Microsoft Fundamentals certifications curriculum and teaching materials on MS Learn.
  - Microsoft Advanced Role-Based curriculum and teaching materials on MS Learn.
  - Microsoft Learn for Educators community
  - Curated tools for teaching
- Microsoft may provide Azure for students, on terms and conditions available at <https://aka.ms/AzureForStudents>, which may give students the ability to start building apps, explore AI, and make the most of big data and cloud with additional access to services,
- Microsoft may provide Azure Open AI Accelerator for Education, which is an AI-powered tool that could help students, teachers, and researchers. Microsoft may provide the algorithm and the broad trained module which will enable them to use the same for driving applications for teachers and other engagements on their portal.
- Microsoft may allow NIELIT to provide course completion certificates for the specialization course/certifications with NIELIT and Microsoft with logo(s). The joint certificate may be given to the students who pass the Microsoft fundamental, or job-role based certification assessment or NIELIT Modules along with Microsoft modules/content from MS learns. The use of Microsoft logo by NIELIT may be determined through mutual agreement between the Parties.
- Microsoft may provide NIELIT with a certification roadmap and applied skills roadmap to assist learners in their careers. The roadmap is available on <https://query.prod.cms.rt.microsoft.com/cms/api/am/binary/RE2PjDI>.
- Microsoft may provide Azure Handbook; the book has been developed for students who are developing applications and services on the Microsoft Azure Cloud platform. This book helps students and take them on 10 practical projects and strengthen their knowledge and application skills in the realm of Artificial Intelligence, Machine Learning and Cognitive services using Cloud.
- Microsoft may offer hackathons in the realm of AI and Virtual Reality for their students and encourage them to participate in Imagine Cup. Imagine Cup is a global student competition for visionary entrepreneurs building with AI. For details visit here [Imagine Cup - Student Developer](#)

### Tools, Resources and Experiences | Imagine Cup.

- Microsoft may allow usage of Microsoft logo outside and inside the lab which states Center of Excellence in partnership with Microsoft. For training conducted at the lab the certificates issued would have a Microsoft logo. The Microsoft logo would be as per policy <https://www.microsoft.com/en-us/legal/intellectualproperty/Trademarks/>
- Microsoft may provide Microsoft Learn for educators which provides access to curriculum pathways of official Microsoft learning products for skilling related to Microsoft Azure, Microsoft Azure Data, Microsoft Azure AI, Microsoft Security, Compliance, and Identity, Microsoft Dynamics 365 ERP, Microsoft Dynamics 365 CRM and Microsoft Power Platform Fundamentals. The educators of NIELIT may join the program in self-service mode and may have access to multiple resources which would help them in teaching Microsoft Office Specialist (MOS), MS Fundamental Courses. More information on this is available at: <https://aka.ms/LearnForEducators>.

### **NIELIT Contributions**

- NIELIT may identify a sole point of contact to work directly with Microsoft and its authorized training/certificate partners.
- NIELIT may provide SPOC for all faculty and students webinars/training activities. SPOC may end to end manage program from identifying the faculties/students to all communications that is needed for successful execution.
- NIELIT may facilitate support in the API integration of MS Learn on it's website.
- NIELIT may encourage students and faculties to get certified on Microsoft AI, and Cloud certifications.
- NIELIT may provide all investments in physical infrastructure, software, and services for Center of Excellence.
- NIELIT may carry out promotions as agreed between the Parties by mutual consent as allowed by branding policies of both the parties.
- NIELIT may permit Microsoft to use CoE and its website as a reference site for other institutes.
- NIELIT may engage with a Microsoft partner on commercial basis for trainings and mentorship of students. Microsoft will not influence the pricing or the commercial terms between Microsoft partner and NIELIT.
- NIELIT intends to offer Microsoft certifications, based on mutual agreement between the Parties. The certifications may be given to those students who have cleared the Microsoft fundamentals and/or role-based assessment. NIELIT intends to offer these certifications as part of its courses and programs, to provide its learners with the opportunity to earn globally recognized credentials in Microsoft technologies being offered through MS Learn.
- NIELIT may interact with Microsoft and take requisite permissions as may be decided mutually by the Parties for the usage of the Microsoft logo for joint certificates which may be issued to those students who have cleared the Microsoft fundamentals and/or the role-based assessments.
- NIELIT can customize and bundle the Microsoft Learn modules into its courses and programs ("Customized Modules"). Upon completion of the NIELET Modules along with Microsoft modules/content from MS learns, the learners who fulfil all the requirements as ratified by NIELIT may be awarded a letter of completion / certificate jointly branded with Microsoft and NIELIT. The certificate may have Microsoft's and NIELIT's credentials and the format intends to be mutually decided on between the Parties.

The description of the Project and the Parties' anticipated activities set forth in this Section 2 are intended merely to delineate the scope of and capture general concepts and parameters of the potential collaboration between the Parties. The Parties acknowledge that the specific elements of any collaboration between the Parties, including the respective contributions of each Party, will be reflected in a Definitive Agreement related to the Project, to the extent any such agreement is executed by the Parties.

### 3. **TERM SHEET** [Section omitted intentionally]

### 4. **TERM AND TERMINATION**

- (a) This MOU commences on the Effective Date and continues until the earlier of (i) one (1) year after the Effective Date, (ii) the Parties' execution of a Definitive Agreement related to the Project, (iii) the effective date of termination of this MOU by a Party pursuant to Section 4(b), or as otherwise agreed by the Parties in a writing signed by both Parties.
- (b) Either Party may terminate this MOU at any time by providing at least thirty (30) days' prior written notice to the other Party, with or without cause, and without liability of any kind to the other Party.
- (c) Upon termination of this MOU, each Party upon written request from the other Party (i) will return or destroy (in line with the request) all properties (e.g., content, technology, software, documentation and Confidential Information (as defined in Section 6 (Confidentiality)) owned or provided by the other Party, and (ii) otherwise has no continuing duty or obligation to the other Party, except for any provision of this MOU that survives the expiration or termination of this MOU as expressly provided herein.

### 5. **EXCLUSIVITY**

This MOU is non-exclusive. Nothing in this MOU restricts either Party from collaborating or entering into any agreement with any third party or parties relating to matters within the scope of this MOU or any other matter.

### 6. **CONFIDENTIALITY**

To the extent permitted by applicable law the existence and terms of this MOU, and all discussions between the Parties (or their affiliates), related to this MOU or a Definitive Agreement are Confidential Information.

The Non-Disclosure Agreement executed between the parties (the "NDA") will govern all Confidential Information (as defined in the NDA) shared under this MOU. To the extent permissible under applicable law, the remaining provisions of this Section shall apply if any information was shared before the execution of the NDA, no NDA exists or the NDA terminates or ceases to be in effect.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential.

Each Party will take reasonable steps to protect the other's Confidential Information and will use the other Party's Confidential Information only for purposes of the Parties' business relationship. Neither Party will disclose Confidential Information to any third party other than the affiliates or subcontractors who (i) have a need to know such information in order to assist in carrying out this MOU; and (ii) have been instructed that all such information is to be handled in strict confidence. Either Microsoft or NIELIT may, however, at any time, make any disclosures required by law upon prior written notice to the other Party

### 7. **INTELLECTUAL PROPERTY**

All Intellectual Property, including, but not limited to, copyrights, software and database rights, patents, trade secrets, trademarks, rights in designs and all other Intellectual Property or other proprietary rights ("**Intellectual Property**") owned by one Party prior to the date of this MOU will continue to be owned by that party. All Intellectual Property rights made available by one Party to the other Party in connection with this MOU, or otherwise, will remain the sole property of, and vest in, the first Party or its licensors. Neither Party will gain, by virtue of this MOU, any rights in or to any Intellectual Property rights owned by the other Party. Any Intellectual Property rights created by one Party without use of

or reference to the Intellectual Property rights or Confidential Information of the other Party will be and will remain the sole and exclusive property of the first Party. The NIELIT acknowledges that only a written licensing agreement signed by Microsoft may create a binding licensing agreement between Microsoft and its customers in relation to its software products.

## **8. JOINT PUBLIC RELATIONS ACTIVITIES**

The Parties may participate in press and public relations-type activities related to the benefits and their use of technology associated with this MOU, including: (a) press and social media activities (e.g., press releases, blog posts, and/or social media posts); (b) case study and/or storytelling (e.g., a document/story written or otherwise shared about a topic such as why NIELIT has chosen Microsoft's technology solutions, how NIELIT is using Microsoft's technology solutions as an enabler, the business benefits NIELIT has realized or anticipates, or how Microsoft technologies are helping NIELIT comply with regulations); and (c) industry events (e.g., speaking at and/or demonstrating technology solutions on-stage at industry, NIELIT and/or Microsoft events). All press and other public communications related to this MOU, including those related to the existence or content of this MOU, issued or otherwise provided by a Party must be previously mutually agreed upon by the Parties in each instance in writing.

## **9. RELATIONSHIP OF THE PARTIES**

Nothing in this MOU is intended to establish or create, and shall not establish or create, a partnership, joint venture or other formal business entity between the Parties, and neither Party has any authority to bind the other in any way. Likewise, nothing in this MOU is intended to establish or create, and shall not establish or create, (1) an agency or partnership relationship between the Parties, or (2) any other fiduciary relationship between the Parties.

## **10. COSTS AND EXPENSES**

Each Party will be responsible for its own costs and expenses individually incurred in connection with this MOU, including, without limitation, the performance of any and all duties or obligations set forth herein.

## **11. BINDING PROVISIONS**

- (a) Except as expressly provided in this MOU, (i) this MOU is not intended to create or evidence any legally binding obligation on any Party, and (ii) any Party may discontinue discussions and decline to undertake or complete any of the activities described in this MOU at any time in its sole discretion and without liability to the other Party or any third party, as described in Section 4 hereinabove.
- (b) The following sections of this MOU will be binding and enforceable against the Parties and will survive the expiration or termination of this MOU: Sections 4 (Term and Termination), 5 (Exclusivity), 6 (Confidentiality), 7 (Intellectual Property), 8 (Joint Public Relations Activities; last sentence only), 9 (Relationship of the Parties), 10 (Costs and Expenses), 11 (Binding Provisions), 12 (Limitation of Liability), 13 (Foreign Corrupt Practices) and 14 (Governing Law).
- (c) Nothing in this MOU obligates a Party to or constitutes a representation by either Party that it will enter into a Definitive Agreement with the other Party related to the Project.
- (d) NIELIT acknowledges that any binding terms related to licensing can only be offered in a licensing agreement approved in writing by a Microsoft regional operations centre.

## **12. LIMITATION OF LIABILITY**

- (a) To the fullest extent permitted by law:
  - i. neither Party is liable for loss of profits, business interruption, loss of business information, economic loss or any other indirect, incidental, consequential or special loss or damage, even if the loss or damage was caused, or contributed to, by that Party's negligence or breach of this MOU; and

- ii. each Party's total liability to the other Party for any other damage under this MOU is limited to \$5,000 USD.
- (b) No limitation or exclusions will apply to liability arising out of a Party's breach of its obligations described in Section 6 (Confidentiality) of this MOU.
- (c) All materials, information, and other items provided by one Party to the other Party in connection with this MOU are provided "as is" without warranty of any kind, and **each Party disclaims all warranties, express or implied, with respect to all such materials, information, and other items.**

### **13. FOREIGN CORRUPT PRACTICES**

Each Party and its respective employees, independent contractors, representatives, or agents shall not promise, authorise or make any payment to, or otherwise contribute any item of value to directly or indirectly, any official in each case, in violation of Foreign Corrupt Practice Act, 1977 ("FCPA"), or Prevention of Corruption Act, 1988 ("PCA") or any other applicable anti bribery or anti-corruption law. Each Party shall maintain systems of internal controls to ensure compliance with applicable anti-bribery or anti-corruption law.

### **14. GOVERNING LAW**

This MOU will be governed by the laws of India, without regard to conflicts of law principles. Each Party irrevocably consents to the exclusive jurisdiction and venue of New Delhi for any disputes arising under or in connection with this MOU.

*[Remainder of the page is intentionally left blank. Signatures on following page]*


This MOU is signed by the Parties as of the Effective Date.

By signing this MOU, I also confirm that I am authorised to sign on behalf of NIELIT.

By: Alok Tripathi  
(signature)  
Name: Alok Tripathi  
(printed)  
Title: Director  
(printed)  
Date: Jun 20, 2025  
(printed)

Microsoft Corporation India Private Limited

By signing this MOU, I also confirm that I am authorised to sign on behalf of Microsoft.

By:   
Venkatesh Krishnan (Jun 18, 2025 16:47 GMT+5.5)  
(signature)  
Name: Venkatesh Krishnan  
(printed)  
Title: Executive Director PS  
(printed)  
Date: Jun 18, 2025  
(printed)

*[Remainder of the page is intentionally left blank]*