

2. UNDERSTANDING AND COLLABORATION POINTS:

2.1 Training and Certification Facilitation

NIELIT shall share relevant information and data of eligible and certified students with SBCEL to enable focused employment facilitation efforts.

2.2 Empowerment of Underprivileged Youth

The collaboration targets the unemployed and underprivileged youth across India. NIELIT will identify and provide data on potential candidates, and SBCEL will offer employment opportunities to enhance their digital skills and job readiness.

2.3 Development of a Skilled Digital Workforce

With SBCEL providing project-specific employment and NIELIT supplying qualified candidates, both parties aim to jointly foster a robust and industry-ready digital workforce to meet current and emerging needs of public and private sectors

3. ROLES AND RESPONSIBILITIES OF NIELIT:

3.1 Provide curriculum, training content, and implementation guidelines of NSQF-compliant programs which will help to explore the employment opportunities.

3.2 Facilitate assessments and ensure certification of candidates enrolled under the collaborative initiative.

3.3 Maintain quality assurance in training and certification in accordance with its established procedures and national standards.

3.4 Share accurate and timely student data with SBCEL to support efficient recruitment and employment deployment.

4. ROLES AND RESPONSIBILITIES OF SBCEL:

4.1 Provide employment opportunities to students certified under NIELIT programs for applicable roles in eGovernance, ICT, and allied projects.

4.2 Offer additional, role-specific training and onboarding support to NIELIT students, focusing on project execution, process assessment, and payroll systems.

4.3 Ensure structured implementation of the training-to-employment pathway through continuous coordination and logistical support to maximize program impact.

5. JOINT ROLES AND RESPONSIBILITIES OF NIELIT AND SBCEL:

5.1 Both parties shall jointly monitor and evaluate the program to ensure its objectives are met effectively.

5.2 Both parties shall collaborate to address challenges and improve the program for better outcomes.

5.3 Both parties agree to share data and reports related to the implementation of the program, while adhering to applicable Data Protection Laws and Privacy Act.

5.4 Both Parties agree that no financial transactions or payments shall be made by either Party in relation to this Memorandum of Understanding.

6. **IMPLEMENTATION PROCESS:** The NIELIT and the SBC EXPORTS LIMITED 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.

7. **ADDENDUM FOR OTHER PROJECTS:** If parties envisage any project requiring payment of fees, then both parties will sign a separate addendum on project-to-project basis.

रजिस्ट्रार/Registrar

नवद्विध भवन, प्लॉट नंबर 3, पीएसपी पोकेट, सेक्टर-8, द्वारका, नई दिल्ली-110077
NIELIT Bhawan, Plot No.3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077



8. **TERM OF THE MOU:** The MOU 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 MOU or completion of the obligations mentioned under this MoU.
9. **EXTENSION OF THE MoU:** After having a mutual discussion about the work completed during the running period, the additional opportunities can be included and the extension will be finalized after signing a separate document.
10. **DELIVERABLES & REPORTING:** All deliverables and reports pertaining to the project shall be elaborated in the proposal to be shared, whenever required.
11. **OBLIGATION OF THE PARTIES:** The parties agree to display NIELIT and SBC EXPORTS LIMITED 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 SBC EXPORTS LIMITED shall ensure that all the project obligations are met as per project wise addendum, which is to be executed separately.
12. **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.

13. 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.

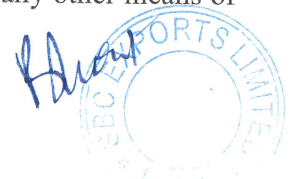
Force Majeure: A Party shall be excused from performing its obligations under this MOU to the extent its performance is delayed or prevented by a Force Majeure Event provided that the affected Party promptly notifies the other of the occurrence of Force Majeure Event. For the purposes of this clause, "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.

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.



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राष्ट्रीय इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी संस्थान (रा.इ.सू.प्रौ.सं)
National Institute of Electronics and Information Technology (NIELIT)
नवद्विष्ट भवन, प्लॉट नंबर 3, पीएसपी पॉकेट, सेक्टर-8, द्वारका, नई दिल्ली-110077
NIELIT Bhawan, Plot No.3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077



SBC EXPORTS LIMITED



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

SBC EXPORTS LIMITED

204, Second Floor, Ansal Chamber-II,
6, Bhikaji Cama Place, New Delhi – 110066
Landline No.: 011-4352 3695

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.

14. 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.

15. INTELLECTUAL PROPERTY RIGHTS (IPR)

15.1 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 SBC EXPORTS LIMITED during the course of this Agreement shall be owned by SBC EXPORTS LIMITED. All Intellectual property solely conceived and or developed by NIELIT during the course of this agreement shall be owned by NIELIT. Intellectual property jointly conceived and or jointly developed by NIELIT and SBC EXPORTS LIMITED will be jointly owned by NIELIT and SBC EXPORTS LIMITED. Patents will be as per SBC EXPORTS LIMITED guidelines. Each party may use such property for research and study purpose. NIELIT and SBC EXPORTS LIMITED 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 SBC EXPORTS LIMITED.

15.2 NIELIT and SBC EXPORTS LIMITED 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.


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16. GOVERNING LAW AND DISPUTE RESOLUTION:

a) 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 SBC EXPORTS LIMITED in connection with this MoU shall be referred to the designated officials of NIELIT and SBC EXPORTS LIMITED for mutual discussions and negotiations.

b) If no settlement can be reached through mutual discussions and negotiations within 15 days or if both the parties cannot 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:

With respect to such arbitration, the following provisions shall apply:

- The arbitration proceedings shall be conducted in English;
- The place of arbitration shall be at Delhi;
- In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at Delhi shall have exclusive jurisdiction;
- The costs of arbitration shall be borne as determined in the arbitration award;
- 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.

S.K. Dhurandher
14/07/2025

For NIELIT

Name: DR. S.K. DHURANDHER

Designation: EXECUTIVE DIRECTOR

Stamp: _____

रजिस्ट्रार/Registrar

राष्ट्रीय इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी संस्थान (रा.इ.सू.प्रौ.सं)
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NIELIT Bhawan, Plot No.3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077

Witness:

1.

Bharat Raghav
14/7/2025

For SBC EXPORTS LIMITED

Name: BHARAT RAGHAV

Designation: DIRECTOR

Stamp: _____



Witness:

1. *Akshay Kumar (AM)*
3/11/25
3/11/25