

**MEMORANDUM OF UNDERSTANDING**

Between

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

And

**PhiBonacci Learning Pvt. Ltd. ('PhiBonacci')**

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and executed on 05 day of January month and 2026 year ("Effective Date") at 05.01.2026.  
NEW DELHI.

**BY AND BETWEEN**

**The National Institute of Electronics & Information Technology**, deemed to be University 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**

**PhiBonacci Learning Pvt. Ltd**, having its office at Corporate House 9, Times Corporate Park, Thaltej, Ahmedabad 380059, **hereinafter Called "PhiBonacci"**, 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**.

**NIELIT and PhiBonacci** 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**, PhiBonacci Learning Pvt. Ltd. aims to revolutionize education through immersive, hyper-interactive 3D simulations and Extended Reality (AR/VR/MR) for K-12 STEM subjects, making complex concepts engaging, accessible (even on low-spec devices), and faster to learn, fostering deeper understanding and an Industry 4.0-ready workforce using deep-tech like AI for personalized learning and simulations that bring experiential learning to digital platforms.

**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:**



*Signature*



*Signature*

## UNDERSTANDING AND COLLABORATION POINTS:

### 1. AREA OF COLLABORATION:

The scope of collaboration focuses on a Content Development Partnership wherein PhiBonacci Learning Pvt. Ltd. ("PhiBonacci") shall act as the Technology and Content Partner to develop high-quality educational assets for NIELIT. The primary collaboration points include:

#### 1.1 Development of Hyper-interactive 3D Simulations:

- PhiBonacci shall design, develop, and deliver "Hyper-interactive 3D Simulations" and other Content, in alignment with requirements provided by NIELIT.
- Definition:** "Hyper-interactive 3D Simulations" are defined as immersive, interactive digital models and virtual environments designed to explain complex technical concepts, enabling active learning through user engagement.
- Curriculum Alignment:** The content will be aligned with NIELIT's curricular needs, specifically focusing on NSQF (**National Skills Qualification Framework**) aligned courses.
- Domain Focus:** Topics will cover key areas including, but not limited to electronics and engineering and other Industry 4.0 domains.

#### 1.2 Platform Compatibility and Accessibility:

- To ensure widespread access and "bridge the gap between academic learning and professional readiness," the simulations will be compatible with a diverse range of hardware.
- Core Platforms:** IFPD (Interactive Flat Panel Displays), Windows PCs, and personal devices (smartphones and tablets) running on Windows and Android operating systems.
- Future-Ready Platforms:** Upon specific request by NIELIT, content will also be adapted/developed for AR (Augmented Reality), VR (Virtual Reality), and XR (Extended Reality) platforms to facilitate immersive virtual labs.

#### 1.3 Phased Delivery Schedule:

- PhiBonacci shall develop and deliver **Hyper-interactive 3D Simulations** and other Content to NIELIT in a mutually agreed phased manner.

### 2. ROLES AND RESPONSIBILITIES OF NIELIT:

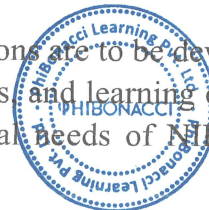
#### 2.1 Coordination and Leadership:

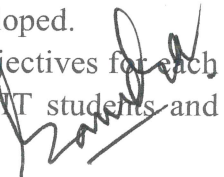
- Nominate a Single Point of Contact (SPOC) / Nodal Officer to represent NIELIT, facilitate coordination, and ensure the timely flow of information required for the project.
- Coordinate with the designated internal teams to monitor the progress of the content development.

#### 2.2 Content Strategy and Requirement:

- Provide the definitive List of Topics for which the simulations are to be developed.
- Supply relevant Reference Materials, curriculum guidelines, and learning objectives for each topic to ensure the content meets the specific pedagogical needs of NIELIT students and

  
S.K. Shrivastava





### 2.3 Approvals and Review:

- Review and approve the Scripts/Storyboards submitted by PhiBonacci for each simulation prior to the commencement of development.
- Conduct timely reviews of the developed simulation outputs and provide consolidated feedback/revisions to PhiBonacci to ensure adherence to quality standards.
- Provide formal sign-off/acceptance upon the successful incorporation of revisions.

## 3. ROLES AND RESPONSIBILITIES OF PHIBONACCI:

### 3.1 Content Development Lifecycle:

- Scripting:** Develop detailed scripts and storyboards for each topic based on the reference materials provided by NIELIT and submit them for approval.
- Development:** Proceed with the technical development of the Hyper-interactive 3D Simulations only upon receiving formal approval of the script from NIELIT.
- Submission:** Share the draft outputs of the simulations with NIELIT for review and feedback.

### 3.2 Quality Assurance and Revisions:

- Incorporate feedback and suggestions provided by NIELIT during the review process and resubmit the updated content for final approval.
- Ensure that for any already-approved work, a revised version is submitted once for final approval to maintain the development timeline.
- Ensure all deliverables are compatible with the agreed-upon platforms (IFPD, PC, Android, etc.) and meet the technical quality standards required for deployment.

### 3.3 Timely Delivery:

- Adhere strictly to the delivery schedule, ensuring the completion of the respective Phases, as mutually agreed time periods, from project to project.

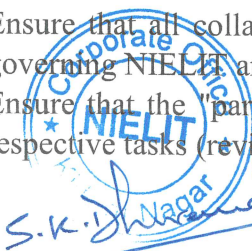
## 4. JOINT ROLES AND RESPONSIBILITIES OF NIELIT AND PHIBONACCI

### 4.1 Subject Matter Collaboration:

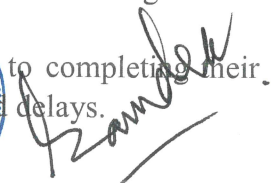
- Coordinate closely between NIELIT's subject matter experts and PhiBonacci's technical team to ensure the scripts and simulations are pedagogically sound and technically robust.
- Jointly conduct Quality Assurance/Quality Control (QA/QC) checks post-development to ensure the topics are error-free and ready for deployment.

### 4.2 Compliance and Execution:

- Ensure that all collaboration activities are conducted in accordance with the laws and regulations governing NIELIT and the relevant educational policies.
- Ensure that the "parsimony of time" is observed, with both parties committed to completing their respective tasks (reviews, approvals, development) correctly and on time to avoid delays.

  
S.K. Jha  
Nagar

  
PHIBONACCI  
PhiBonacci Learning Pvt. Ltd.



## 5. IMPLEMENTATION PROCESS:

- a) Nodal Officers: NIELIT and PhiBonacci will identify their respective Nodal Officers to define the operational framework, including the feedback mechanism, and coordinate this initiative.
- b) Sub-Committee: Both Parties may form a sub-committee to deliberate upon the implementation methodology and guide/monitor the progress of the MoU if required.

## 6. ADDENDUM FOR OTHER PROJECTS:

- a) **Financial Framework:** It is acknowledged that this project requires the payment of fees. It is agreed that the specific financial terms, payment milestones, taxation, and commercial obligations will be detailed in a separate **Addendum/Agreement** on a project-to-project basis, based on mutual discussion.
- b) **Project Specific Agreements:** Specific written acceptance of the financial terms by both NIELIT and PhiBonacci shall be necessary before any financial commitment becomes operative.

**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 **PhiBonacci** 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 violated.

Both the Parties shall exercise reasonable skill, care and diligence in the performance of their respective obligations under this MoU. NIELIT and PhiBonacci shall ensure that all the project obligations are met as per project wise addendum, which is to be executed separately.

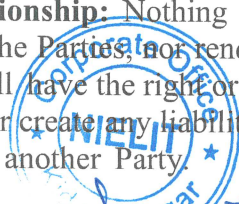
**11 TERMINATION:** Each Party has the right to terminate this MoU by giving 90 days advance notice to the other Party or on a mutually agreeable basis.

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.

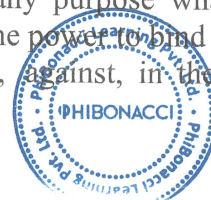
## 12 OTHER TERMS & CONDITIONS:

**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.



S.K. Sharma



PHIBONACCI

Samir

**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

**PhiBonacci Learning Pvt. Ltd.**

Corporate House 9, Times Corporate Park,  
Thaltej, Ahmedabad 380059  
Corporate Identification Number (CIN): U63122MH2024PTC435046

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**

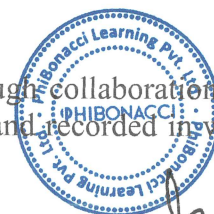
The Parties shall keep all data or information disclosed by each other in connection with this MoU, confidential, use it only for the purpose of this Project, protect it from unauthorized use, reproduction, access and damage or destruction and employ the same degree of care as it would employ to protect 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):**

Ownership of any and all intellectual property created/developed through collaborations under this MoU will be determined between parties through mutual consultation and recorded in writing as an



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addendum/amendment/ agreement separately on a case-to-case basis prior to starting of work.

## 15 GOVERNING LAW AND DISPUTE RESOLUTION:

In case of any dispute/ claim arises between the Parties with respect to MoU, including its validity, interpretation, implementation, or alleged material breach of any its provisions or regarding a question, including the question as whether the termination of this MoU by one party here to has been legitimate, both parties hereto shall endeavor to settle such disputes amicably. If the parties fail to bring about amicable settlement within a period of 30 (thirty) days, dispute shall be referred to the sole arbitrator appointed mutually by both parties. Arbitration procedure shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made there to. The venue of arbitration shall be Delhi. The award given by the arbitrator shall be final and binding on the parties. The language of arbitration shall be English. The common cost of arbitration proceedings shall be initially be borne equally by the parties and finally by the party against whom the award is passed. Any other costs or expenses incurred by a party in relation to the arbitration proceedings shall ultimately be borne by the party as the arbitrator may decide. Courts in Delhi shall only have the exclusive jurisdiction to try, entertain and decide the matters which are covered under the Arbitration and conciliation Act.

## 16 INDEMNITY:

Each Party shall defend and hold harmless to the other Party and its parent, subsidiary, affiliated and related companies, their officers, directors, employees and assignees from and against any and all claims, demands, liabilities and expenses (including reasonable attorneys' fees) arising out of or in connection with any breach by the other Party of any of the warranties and representations set forth herein, or any of the other terms, covenants and conditions contained in this MOU.

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

For PhiBonacci Learning Pvt. Ltd.


  
S.K. Shrivastava  
Joint Registrar


  
Dr. Ravindra Dubey



SIGNATURE: National Institute of Electronics and Information Technology (NIELIT)  
Name: DR. S.K. SHRIVASTAVA  
Date: NIELIT Bhawan, Plot No.3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077

SIGNATURE:  
Name: Dr. Ravindra Dubey  
Date:

WITNESSED BY:   
Signature:  
Name: HIMANSHU MOHAN  
Designation: JOINT REGISTRAR

WITNESSED BY:   
Signature:  
Name: Gaurinder Singh Sallha  
Designation: Director