

MEMORANDUM OF UNDERSTANDING

Between

National Institute of Electronics & Information Technology (NIELIT)

And

Virtu Info Tech Pvt. Ltd.

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and executed on 20th March 2026 ("Effective Date") at New Delhi.

BY AND BETWEEN

The National Institute of Electronics & Information Technology 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

Virtu Info Tech Pvt Ltd is an Indian technology company affiliated with Virtu Tech Inc. (USA) having its registered office at 47-10-3/23, #302, Medicherla Towers, Dwaraka Nagar, Visakhapatnam 530016, Andhra Pradesh, India, **hereinafter Called "Virtu Info Tech Pvt Ltd"**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the **second 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 in 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, Virtu Info Tech Pvt Ltd is an Indian technology company affiliated with Virtue Tech Inc. (USA), with 9+ years of operating history, and brings an active practitioner network of 9,000+ AI, cloud, data, and security professionals through Seattle Data AI & Security — one of the largest industry-led practitioner networks in the United States.

AND, WHEREAS, both the Parties, having held detailed discussions, have agreed to collaborate in order to strengthen cyber resilience, promote cyber hygiene, and develop skilled cyber security professionals, with the objective of enhancing cyber security awareness, education, research, and best practices in India and globally, and to cooperate on initiatives that advance and promote cyber security.

डॉ. आलोक त्रिपाठी / Dr. ALOK TRIPATHI
निदेशक (योजना/कार्य) एवं मुख्य परिसर निदेशक

Director (Scheme & Link) & Chief Officer of Buildings
राष्ट्रीय इलेक्ट्रॉनिकी एवं सूचना प्रौद्योगिकी संस्थान (रा.इ.सू.प्रौ.सं.)

National Institute of Electronics and Information Technology (NIELIT)

नाईलिट भवन, प्लॉट नं. 3, पीएसपी पॉकेट, इस्टीटूशनल एरिया,

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NOW THEREFORE, IN CONSIDERATION OF THE PROMISES MADE AND THE COVENANTS SET FORTH HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:



1. UNDERSTANDING AND COLLABORATION POINTS:

NIELIT and Virtu Info Tech Pvt Ltd agree to collaborate in the following areas:

a) AI Workforce Accelerator Program: Both parties shall collaborate on the design, delivery, and scaling of a structured AI Workforce Accelerator — training engineers and functional professionals to build and deploy agentic AI systems on real enterprise problems.

b) Curriculum Development: Both parties shall co-develop industry-aligned curricula for the Agentic AI Practitioner certification — covering agentic workflow design, Indian platform deployment, prompt engineering, multi-agent systems, and enterprise integration. All curriculum artifacts jointly developed under this MoU shall be owned by the Government of India, held by NIELIT, and made available as open educational resources.

d) Train-the-Trainer Pipeline: Both parties shall establish a Train-the-Trainer pipeline to ensure the program is self-sustaining and does not depend on perpetual external hiring. Virtu Tech shall provide Master Trainers for the initial program phase to set curriculum standards, deliver the first cohorts, and certify the next generation of trainers. A defined percentage of top-performing graduates from each cohort shall be identified and certified as City Trainers — deployed to deliver subsequent cohorts at their home NIELIT centers. The specific number of Master Trainers, City Trainer targets, trainer certification criteria, and scaling milestones shall be agreed jointly by both parties in the Project Addendum for each program phase, based on approved budget and program scale at the time of execution

e) IndiaAI Data Lab Activation: Both parties shall activate NIELIT's 28 IndiaAI Data Labs as live program delivery venues. Virtu Tech brings enterprise problem statements, industry mentors, and platform partnerships. NIELIT provides lab access, compute infrastructure, and administrative support. A joint lab readiness audit shall precede each pilot lab launch.

f) SAMARTH — NE States and PM SHRI Schools: Both parties shall identify and elevate top engineering students from SAMARTH cohorts into the AI Workforce Accelerator. Certified graduates become City Trainers for their home states, building a regional agentic AI practitioner base across Northeast India.

g) Amaravati — South India Anchor: Both parties shall collaborate with the Amaravati Quantum+AI University (under NIELIT's existing MoU with the Government of Andhra Pradesh) to deliver a short-term intensive AI practitioner course to the best local engineering talent and functional experts in the AP region — starting immediately, independent of the university's degree program.

h) Open-Source Indian AI Agent Marketplace: Both parties shall establish an open-source repository of agentic workflow tools, Indian-language prompts, and domain-specific AI agents built by program participants — Agent targets per cohort cycle and cumulative marketplace targets shall be specified in the relevant Project Addendum, proportional to the number of active cohorts and participating teams. This library shall be owned by the Government of India, hosted on NIELIT infrastructure, and freely available to Indian enterprises.

डॉ. अलोक त्रिपाठी / Dr. ALOK TRIPATHI

निदेशक (प्रौद्योगिकी/कार्यशास्त्र) एवं मुख्य परीक्षा निदेशक

Director (Education/Skills) and Chief Controller of Examinations

राष्ट्रीय इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी संस्थान (रा.इ.सू.प्रौ.सं.)

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j) Enterprise Partnerships and Placement: Virtu Tech shall facilitate enterprise sponsor partnerships — Indian companies contributing senior functional experts and real operational problem statements to the program cohort. Graduate employment and deployment outcomes shall be tracked through NIELIT's Placement Portal, with reporting frequency and format agreed jointly by both parties in the relevant Project Addendum.

k) Workshops, Hackathons, and Research: Both parties shall jointly organize hackathons, workshops, and seminars to foster agentic AI innovation. Both parties shall engage in collaborative research on Indian-context agentic AI applications — Indian-language AI, sovereign workflow tooling, and government process automation.

2. ROLES AND RESPONSIBILITIES

NIELIT shall:

- Facilitate the implementation of capacity building and training programs by mobilizing participants, providing training infrastructure, and coordinating program delivery at its centres.
- Support the integration and adoption of jointly developed industry-aligned curricula across its training ecosystem.
- Organize and provide logistical support for Faculty Development Programs (FDPs), workshops, seminars, hackathons, and related events on mutually agreed terms.
- Encourage and facilitate participation of its faculty and students in collaborative research and innovation activities.
- Provide necessary space, basic infrastructure, and administrative support for establishing Centres of Excellence (CoE) on mutually agreed terms.
- Support hosting and dissemination of digital learning content and e-learning programs through its platforms on mutually agreed terms.

Virtu Info Tech Pvt Ltd shall:

- Lead the development and delivery of training programs in emerging technologies, including Artificial Intelligence, Data Science, Machine Learning, and Cloud Computing.
- Co-develop industry-relevant curricula and ensure periodic updates in line with global trends and industry requirements.
- Provide subject matter experts, trainers, and mentors for FDPs, workshops, seminars, and hackathons on mutually agreed terms.
- Contribute technical expertise and guidance for joint research initiatives in AI and data analytics.
- Facilitate internships, live projects, and placement opportunities through its industry network.
- Provide technical expertise, tools, and guidance for setting up and operationalizing Centres of Excellence on mutually agreed terms.
- Develop e-learning modules, online courses, and digital content, and support access to relevant learning platforms on mutually agreed terms.

Joint Responsibilities of Both the Parties shall:

- Collaborate in the design, planning, and execution of all agreed activities.
- Ensure quality and timely delivery of training programs, research initiatives, and events.
- Organize workshops, seminars, hackathons, and conferences at national and international levels.



- d) Promote innovation, skill development, and knowledge sharing among students, faculty, and professionals.
- e) Periodically review progress and update course content and activities in line with emerging technologies and industry needs.

3. IMPLEMENTATION PROCESS:

The NIELIT and the Virtu Info Tech Pvt Ltd 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.

4. INTELLECTUAL PROPERTY RIGHTS (IPR)

4.1 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 Virtu Info Tech Pvt Ltd during the course of this MoU shall be owned by Virtu Info Tech Pvt Ltd. All Intellectual property solely conceived and or developed by NIELIT during the course of this MoU shall be owned by NIELIT. Intellectual property jointly conceived and or jointly developed by NIELIT and Virtu Info Tech Pvt Ltd will be jointly owned by NIELIT and Virtu Info Tech Pvt Ltd. Each party may use such property for research and study purpose. NIELIT and Virtu Info Tech Pvt Ltd 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 Virtu Info Tech Pvt Ltd.

4.2 NIELIT and Virtu Info Tech Pvt Ltd 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.

5. **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.

6. **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 the MOU or completion of the obligations mentioned under this MoU.

7. **EXTENSION OF THE MoU:** After having a mutual discussion about the work completed during this period, the additional opportunities can be included and the extension will be finalized after signing a separate document.

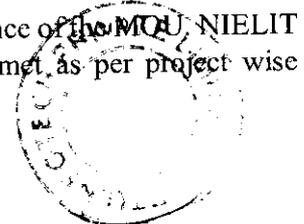
8. **DELIVERABLES & REPORTING:** All deliverables and reports pertaining to the project shall be elaborated in the proposal to be shared, whenever required.

9. **OBLIGATION OF THE PARTIES:** The parties agree to display NIELIT and Virtu Info Tech Pvt Ltd 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

डॉ. आलोक शर्मा, निदेशक (योजना/कौशल) एवं मुख्य परीक्षा निदेशक

Director (Scheme/ Skill & Main Control Examinations)
राष्ट्रीय इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी संस्थान (रा.इ.सू.प्रौ.सं.)
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10. 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.

11. 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.

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

Virtu Info Tech Pvt Ltd

47-10-3/23, #302, Medicherla Towers, Dwaraka Nagar,

Visakhapatnam 530016,

Andhra Pradesh, India

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.

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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.

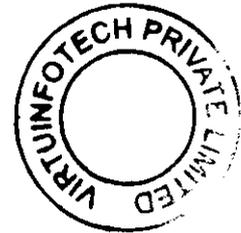
13. GOVERNING LAW AND DISPUTE RESOLUTION:

13.1 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 Virtu Info Tech Pvt Ltd in connection with this MoU shall be referred to the designated officials of NIELIT and Virtu Info Tech Pvt Ltd for mutual discussions and negotiations.

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



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For NIELIT 

Name: Dr. Alok Tripathi

Designation: Director (Scheme/Skilling)

Stamp:

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Witness:

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1.



For VIRTU INFOTECH PVT LTD


Name: Padma Ayala

Designation: Director

Stamp:

Virtuinfotech Private Limited

Witness:

1.

