

MEMORANDUM OF UNDERSTANDING

Between

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

And

ANARA SKILLS FOUNDATION ('ASF')

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and executed on 10th day of March month and 2025 year----- 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 PART**.

AND

ANARA SKILLS FOUNDATION is a not-for-profit company incorporated under Section 8 of the Companies Act, 2013, having its registered office at C-503, Tower 1, Adarsh Palm Retreat, Devarabeesanahalli, Bengaluru-560103, **hereinafter Called "ASF"**, 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 PART**.

ASF 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, ASF aims to empower underprivileged youth across India by providing comprehensive skill development programs, bridging the skill gap through tailored training, mentorship, and career guidance, ultimately enhancing their employability and enabling them to pursue meaningful careers.

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 facilitate the trainings, assessments, and certifications of candidates on the Course on Computer Concepts (CCC) (hereinafter called the Project) and other NIELIT NSQF aligned courses

depending on the interests and choices by the target segment, i.e. youth from the underprivileged and marginalized sections of India.

- 1.2 To mobilize and empower unemployed youth, specially from underprivileged backgrounds, with essential computer and digital skills.
- 1.3 To contribute to the creation of a skilled workforce equipped for the digital era.

2. ROLES AND RESPONSIBILITIES OF NIELIT:

- 2.1 NIELIT will provide training content, guidelines, and resources for the Course on Computer Concepts (CCC).
- 2.2 NIELIT will facilitate the assessment and certification of candidates enrolled under the program.
- 2.3 NIELIT will ensure the maintenance of quality standards in training and certification as per its established procedures.
- 2.4 NIELIT will ensure timely completion of courses, trainings and assessments i.e. NIELIT will ensure adherence to course timelines at all times.

3. ROLES AND RESPONSIBILITIES OF ASF:

- 3.1 ASF will undertake the mobilization of candidates for such training programs.
- 3.2 Subject to its internal criteria, ASF will provide funding for the training, assessment, and certification process.
- 3.3 ASF shall ensure the dissemination of information about the NIELIT training programs and provide necessary support to ensure its successful implementation.

4. JOINT ROLES AND RESPONSIBILITIES OF NIELIT AND ASF:

- 4.1 Both Parties shall jointly monitor and evaluate such programs to ensure its objectives are met effectively.
- 4.2 Both Parties shall collaborate to address challenges and improve such programs for better outcomes.
- 4.3 Both Parties agree to share data and reports related to the implementation of such programs, subject to applicable data protection laws.

5. IMPLEMENTATION PROCESS: NIELIT and ASF 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 ASF 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 ASF 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

ANARA SKILLS FOUNDATION
C-503, Tower 1,
Adarsh Palm Retreat,
Devarabeesanahalli Bengaluru-560103

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 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 ASF during the course of this Agreement shall be owned by ASF. 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 ASF will be jointly owned by NIELIT and ASF. NIELIT and ASF 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 ASF.

14.2 NIELIT and ASF 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.

15. 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 ASF in connection with this MoU shall be referred to the designated officials of NIELIT and ASF 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 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:

- 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.

For NIELIT

Alok Tripathi

Name: ALOK TRIPATHI

Designation: Director (Scheme/Skilling)
CCOE

Stamp:

आलोक त्रिपाठी/ALOK TRIPATHI
निदेशक (योजना/कोशल) एवं मुख्य परीक्षा नियंत्रक
Director (Scheme/Skilling) & Chief Controller of Examinations
राष्ट्रीय इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी संस्थान (रा.इ.सू.प्रौ.सं.)
National Institute of Electronics and Information Technology (NIELIT)
नाइलिट भवन, प्लॉट नं.-3, पी एस पी पॉकेट, इंस्टिट्यूशनल एरिया
NIELIT Bhawan, Plot No. 3, PSP Pocket, Institutional Area
सेक्टर-8, द्वारका, नई दिल्ली-110077
Witness: 8, Dwarka, New Delhi-110077

1. *Himanshu Mohan*
Joint Director
NIELIT.

For ANARA SKILLS FOUNDATION **Bengaluru**

**SUBODH
SAXENA**

Digitally signed by SUBODH
SAXENA
Date: 2025.03.10 13:25:28
+05'30'

Name: SUBODH SAXENA

Designation: Founder & CEO

Witness:

**DIPA
PADMAKUMA
R**

Digitally signed by
DIPA PADMAKUMAR
Date: 2025.03.10
13:18:31 +05'30'

Name: DIPA PADMAKUMAR
Designation: Founder & COO