

## MEMORANDUM OF UNDERSTANDING

Between

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

And

**Skyroot Aerospace Pvt Ltd**

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and executed on 25th April, 2025 ("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, represented by Dr. Madan Mohan Tripathi, Director General, NIELIT, 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

**Skyroot Aerospace Private Limited**, a company registered under the laws of India, having its registered address at Survey No. 99/1, Plot No 4B and 4B/1, GMR Hyderabad Aviation SEZ Limited, GMR Aerospace and Industrial Park, Mamidipally, Hyderabad, Rangareddy, Telangana-500108, India, **hereinafter Called "Skyroot"**, 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**.

**WHEREAS**, NIELIT is an autonomous scientific society under the Ministry of Electronics and Information Technology, Government of India, which provides training and education in advanced technology domains.

**WHEREAS**, Skyroot is a space launch service provider manufacturing and is operating its own line of launch vehicles and is also engaged in other engineering services;

**AND WHEREAS**, in furtherance to the discussion between the Parties, the Parties now desire to express their mutual intent to explore potential collaboration opportunities in the areas as set out under this MoU and such other areas as the Parties may discuss in furtherance of this MoU;

*K. S. S. S.*  
25/04/2025

NIELIT Bhawan, Plot No.3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077  
25/04/2025  
BY (NIELIT)  
National Institute of Electronics & Information Technology  
(MeitY)



**AND NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

## 1. DEFINITIONS

**1.1 "MoU"** means, this Memorandum of Understanding inclusive of its binding and non-binding terms.

**1.2 "Confidential Information"** shall mean any information including but not limited to techniques, schematics, designs, contracts, financial information, sales and marketing plans, business plans, clients, client data, business affairs, operations, strategies, inventions, methodologies, technologies, employees, subcontractors, pricing, service proposals, methods of operations, procedures, products and/or services, proprietary information, disclosed by either of the Parties to the other Party, either orally, in writing, visually, is observed during visits or in any other form or medium with respect to this MoU. Confidential Information consist of all non-public information disclosed by one Party to the other Party under this MoU.

**1.3 "Third-Party"** means, excluding the Parties to this Agreement, all such persons (natural or artificial), entity, corporation or any other party, including their affiliates, their permitted assigns and successors to this MoU.

## 2. PURPOSE OF THIS MoU & AREAS OF COLLABORATION

The purpose of this MoU is to establish a framework for potential cooperation between the Parties and to provide a structure & encourage further discussions between the Parties regarding:

- i. Upskilling of personnel for the development of the ecosystem in various fields like Electronics, Instrumentation, Industrial, Aerospace, Electrical, Materials, and Mechanical streams.
- ii. Creation of NIELIT-Skyroot Space Fellowship ("Fellowship"). Certification will be provided jointly by both the parties
- iii. Technical Selection process of the candidates will be carried out by Skyroot.
- iv. Fellowship Location will be Skyroot Premises.
- v. Recruitment of appropriate resources, post completion of fellowship through Skyroot's internal assessment process.
- vi. Exploring potential launch services to NIELIT on Skyroot's launch vehicles.



vii. Subsidized launch prices for the NIELIT satellites.

The details with respect to the deliverables, duties of the Parties, Intellectual Property Rights, and such other details in relation to the foregoing shall be specified under a mutually agreed definitive agreement between the Parties, if any. **However, this Clause does not bind either Party to carry out all or either of the collaboration areas nor compels either Party to share their technology, know-how, or any other details.**

### 3. TERM AND TERMINATION

The Effective Date of this MoU shall be the date mentioned hereinabove. This MoU shall expire in 05 (Five) years from its Effective Date unless the Parties terminate it in writing at an earlier date by giving a 15 (fifteen) days prior written notice or entering into a definitive agreement. The Parties may renew this MoU upon its expiry or extend the term before expiry upon mutual agreement.

### 4. EXPENSES

The Parties agree that any costs and expenditures, including legal expenses, incurred for and under this MoU shall be borne by the Parties individually. The execution, expiration, or termination of this MoU shall not create any financial obligation on the other Party unless agreed under any definitive agreement duly signed by both the Parties.

### 5. WARRANTIES AND REPRESENTATION

This clause shall be binding. Each Party to this MoU warrants and represents to have the required and necessary right and authority to enter into this MoU, and the signatories herein for and on behalf of the Parties are fully authorized and empowered to execute this MoU on behalf of its concerned Party.

### 6. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

This Clause shall be binding.

**6.1** The Parties to this MoU are obligated to protect Confidential Information as defined under Clause 1.2, including information pertaining to intellectual

**6.2** Property as received under this MoU as long as such information remains confidential. The Party disclosing Confidential Information under this MoU shall be known as the Disclosing Party, and the Party receiving such Confidential Information shall be known as the Receiving Party.

Kishan  
25/04/2005



- 6.3** Additionally, neither Party shall use, disclose, reproduce, distribute, sell or resell, reverse engineer any Confidential Information of the other Party under or in relation to this MoU without the prior written consent of the other Party nor shall attempt to or conduct any act which may cause harm, damage, loss to the Disclosing Party. Neither Party, either by signing of this MoU or doing any act mentioned herein, grants to the other Party either expressly or impliedly, by estoppel or otherwise, any rights, title, interest, ownership, of any of its Confidential Information or license under trademark, design, patent, copyright, invention, technical information, know-how, etc. under process or owned by such Party.
- 6.4** Furthermore, neither Parties may use other Party's Confidential Information, or its products, technical information, technology and know-how and such other information whether patented, registered, licensed or not, in any way outside the framework of this MoU, unless expressly authorized in writing by the Party who owns them.
- 6.5** In the event of creation of any intellectual property by joint efforts of the Parties under this MoU, both Parties shall have the ownership of such intellectual property. The ratios of ownership and such other details shall be laid down in a separate definitive agreement. However, neither Party shall transfer, sell, assign any right, title or ownership of such intellectual property or create a charge over such intellectual property without the prior written consent of the other Party.
- 6.6** However, this Clause shall not apply to such Confidential Information which the Receiving Party is able to prove that such information (a) was part of the public domain at the time of disclosure or properly became part of the public domain, by publication or otherwise but not including breach of this MoU by the Receiving Party ; (b) was rightfully acquired by Receiving Party prior to disclosure by the Disclosing Party; (c) was independently developed by Receiving Party or its Representatives without reference to the Confidential Information of the Disclosing Party; or (d) is required to be disclosed to a Government, Investigative Agency, Court of competent jurisdiction or any competent authority; provided, however, that Receiving Party and its Representatives, to the extent legally permissible, shall provide Disclosing Party prompt prior written notice of such requirement, shall consult with and assist the Disclosing Party in obtaining a protective order prior to such disclosure, and shall only disclose the portion of Confidential Information which it has been advised by written opinion of counsel (including any in-house legal counsel) and is legally required to be disclosed and shall use its best efforts to

Kin  
25/04/2023



obtain assurance that confidential treatment shall be accorded to such information whether the protective order is obtained or not.

**6.7 Return of Confidential Information:** Within 15 (fifteen) days from the written request by Disclosing Party or upon termination or expiration, whichever is applicable, the Receiving Party shall return and/or delete all the Confidential Information, irrespective of its form and the medium of disclosure. In the event it retains a copy of such Confidential Information for regulatory and compliance purposes, it shall specify it in writing to the Disclosing Party, and the Confidentiality obligations shall continue as long as such Confidential Information is retained.

## **7. 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 modification made there to. The venue/seat 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.

## **8. GOVERNING LAW AND JURISDICTION**

This Clause shall be binding. This MoU shall be governed by and interpreted in accordance with the laws prevailing in India. Both Parties irrevocably submit to the exclusive jurisdiction of the Courts in Delhi, India for any action or proceeding arising out of or in connection with this MoU.

## **9. INDEPENDENT CONTRACTOR:**

The Parties are independent contractors and nothing in this MoU shall be construed to create a partnership, joint venture, franchise, fiduciary, agency or employment between



the Parties. Neither Party has any authority, whether expressed or implied, to assume or create any obligations on behalf of the other Party or bind the other Party to any future contract, agreement or undertaking.

## **10. DISCLOSURE TO THIRD-PARTY & PUBLICITY**

This Clause shall be binding. Neither Party shall make any reference to the other Party, the discussions between the Parties, other Party's logo, tradename or to this MoU or any activities undertaken in relation to this MoU, to any Third Party or make it publicly available, through any form or medium without the prior written consent, via email or otherwise, of the other Party.

## **11. LIABILITY:**

This clause shall be binding. Except for breach of confidentiality obligations and damage caused by wilful misconduct, neither Party shall be liable to the other Party for any indirect, incidental, punitive, special or consequential damage incurred by said Party, arising out of or in connection with this Agreement. Consequential damage includes but not limited to any financial and / or commercial loss, loss of profit or loss of order. However, the Party causing any damage by willful misconduct shall be liable to the other Party for the amount of the actual damage/ loss incurred by the other Party.

## **12. EFFECT:**

With the exception of clauses specified as "binding", the execution, expiration, or termination of this MoU shall not create any binding obligation on either Party. This MoU does not mandate either Party to spend finances, perform the potential areas of collaboration, nor is an agreement to enter in any future definitive agreement.

## **13. GENERAL:**

This Clause shall be binding.

### **13.1 No Assignment:**

Neither Party may assign all or any of its rights or obligations under this MoU to any Third Party without the prior written consent of the other Party. This MoU shall be binding upon and inure to the benefit of the Parties permitted successors and assigns. Assigning of this MoU does not release either Party from the confidentiality obligations under this MoU.

*Kiran*  
25/04/2025

*[Signature]*  
National Institute  
नई दिल्ली-110077  
NIELIT Bhawan, Plot No.3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077

**13.2 Entire Agreement:**

This MoU constitutes the entire understanding between the Parties hereto with respect to the subject matter hereof, and supersedes all prior oral or written agreements, understandings in relation to the subject matter hereof.

**13.3 Amendment:**

No amendment, modification, or change shall be made to this MoU unless set forth in writing and duly signed by the representatives of both Parties.

**13.4 Severability:**

The provisions of this MoU are severable and in the event any provision under this MoU is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect or impair remaining provisions of this MoU.

**13.5 Waiver:**

No failure or delay of either Party in exercising any right or remedy with respect to this MoU shall operate as a waiver of that right or remedy. Any waiver of a right or remedy under this MoU must be in writing and signed by its respective representative.

**13.6 Notices:**

All notices, summons, communications shall be made to the addresses mentioned hereinbelow:

**NIELIT**

NIELIT Bhawan,

Plot No. 3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077

**Skyroot Aerospace Private Limited,**

Survey No. 99/1, Plot No 4B and 4B/1, GMR Hyderabad Aviation SEZ Limited,  
GMR Aerospace and Industrial Park, Mamidipally, Hyderabad, Rangareddy,  
Telangana-500108, India.

**13.7 Non-exclusivity:**

The signing of this MoU shall not restrict any Party to enter into agreements with any Third Party. However, the Party entering into such agreement shall be bound by the Clause 6 (**Confidentiality & Intellectual Property**) and Clause 10 (**Disclosure to Third-Party & Publicity**) of this MoU.

*Kar*  
25/04/2025

*[Signature]*



13.8 The Parties do hereby and further agree to comply with all the applicable laws, rules and regulations, including that of import and export.

13.9 This MoU may be executed in counterparts, each of which shall be valid and all of which shall constitute this MoU. This MoU may be executed physically or via e-signatures (Adobe/ DocuSign).

**IN WITNESS WHEREOF**, the Parties hereto have caused this MoU to be executed by their duly authorised representatives.

For NIELIT



Name: \_\_\_\_\_

Designation: \_\_\_\_\_

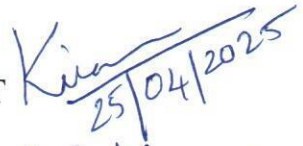
Stamp:

रजिस्ट्रार / Registrar  
राष्ट्रीय इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी संस्थान (रा.इ.सू.प्रौ.सं.)  
National Institute of Electronics & Information Technology (NIELIT)  
नाइलिट 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

Witness:

1.

For SKYROOT



25/04/2025

Name: Dr. C.V.S. KIRAN

Designation: VICE-PRESIDENT

Stamp:

राष्ट्रीय इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी संस्थान (रा.इ.सू.प्रौ.सं.)  
National Institute of Electronics & Information Technology (NIELIT)  
नाइलिट 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

Witness:

1.