

MEMORANDUM OF UNDERSTANDING

Between

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

And

INGU's Knowledge Academy Pvt. Ltd. ('SkillsDA')

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and executed on day of 03.. Month. November and 2025....year at New Delhi.

National Institute of Electronics and Information Technology (NIELIT), 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

INGU's Knowledge Academy Pvt. Ltd. SkillsDA", a company incorporated under the Companies Act, 2013, having its office at 193, Nehru Nagar 1st Main Road, Kottivakkam OMR, Chennai - 600096, hereinafter called "**SkillsDA**" 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.

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

Alok Tripathi
डॉ. आलोक त्रिपाठी / Dr. ALOK TRIPATHI
निदेशक (योजना/ कोशल) एवं मुख्य परीक्षा निदेशक
Director (Scheme/Scaling) & Chief Controller of Examinations
राष्ट्रीय इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी संस्थान (रा.इ.सू.प्रौ.सं.)
National Institute of Electronics and Information Technology (NIELIT)
नाईलिट भवन, प्लॉट नं. 3, पोएसपी पॉकेट, इंदौर नेशनल एरिया,
सेक्टर-8, द्वारका, नई दिल्ली-110077

Ingus Knowledge Academy
INGU'S KNOWLEDGE ACADEMY PVT. LTD.
CHENNAI
600096

1. SCOPE

This MoU establishes a strategic partnership between the Parties, applicable across all NIELIT centers Pan-India, NIELIT University and SkillsDA and all of its branches/franchises pan India. Specific initiatives under this MoU will be implemented through individual agreements to include the details of revenue sharing and commercials on a case-by-case basis, as mutually agreed.

- 1.1 **Content and Delivery Partnership for Skilling & Training Programs:** Both parties will work in a cohesive manner as partners for marketing and delivery of contents of various skilling and training programs/courses owned by respective party. The Parties shall collaborate in the conduct of skilling and training programs for government bodies, corporates, and academic institutions across India. Partnership will include sharing of LMS & Virtual labs, Subject Matter Experts, Trainers, and facilities like class rooms, labs etc.
- 1.2 **Gamification-Based Learning and Evaluation:** The Second Party shall design and implement gamified learning paths and evaluation frameworks for the First Party's existing courses to enhance student engagement, facilitate adaptive learning, and support outcome-based assessments.
- 1.3 **Specialized Corporate/Government Training:** The Parties shall collaborate to conduct and jointly certify specialized programs of SkillsDA like "Bharat Data Protection Officer (Bharat DPO)" and "Certified Data Privacy Analyst (CDPA)" for corporate entities and government departments. Similarly, SkillsDA shall collaborate and extend all cooperation to NIELIT for joint conduct and certification of all NIELIT special programs.
- 1.4 **ISACA Training and Certifications:** The Second Party, being an Accredited Training Organization (ATO) of ISACA, will facilitate the training and certification for NIELIT staff, students, professionals, and stakeholders for ISACA certification programs like CISA, CISM, CRISC etc.
- 1.5 **Faculty Development Programs (FDPs):** Both parties agree to collaborate in the conduct of Faculty Development Programs for its faculty members to upgrade pedagogy in emerging technologies.
- 1.6 **Lab Facilities:** Both Parties agree to mutually allow access to their respective lab facilities for training, research, and project-based collaboration.
- 1.7 **Centers of Excellence and Labs:** The Parties agree to collaborate in setting up Centres of Excellence (CoEs) in emerging technologies, IoT simulators, and Digital Forensics & Incident Response (DFIR) labs in universities, colleges, institutes and organizations across India.

- 1.8 Product Development, R&D and Marketing:** The Parties shall jointly collaborate in developing, marketing and outreach strategies for technology-driven products such as “SOC in a Box” and similar tools, focusing on emerging technologies.
- 1.9 Consultancy for Accreditations:** Both Parties shall collaborate in providing consultancy services for ISO 27001, ISO 9001, and ISO 17025 accreditations, as per the needs and scope defined mutually.
- 1.10 Use of NIELIT cloud and other Infrastructure:** The First Party agrees to host the Second Party’s website, LMS, and virtual lab platforms on its cloud infrastructure and servers, subject to applicable terms of use and security compliance.
- 1.11 Conduct of Seminars, Conferences and Workshops:** Both parties will collaborate in jointly organizing various national and international level Seminars, Conferences and Workshops in the field of emerging technologies to further the cause of sharing knowledge, raise awareness, share new research findings and improve the capabilities of work force in various organizations.

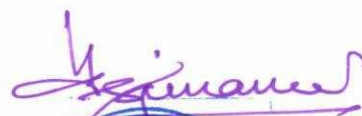
2. ROLES AND RESPONSIBILITIES

2.1 Responsibilities of the First Party (NIELIT):

- Provide access to infrastructure, including physical premises, labs, and cloud platforms, as mutually agreed for the implementation of training programs, virtual labs, and hosted platforms.
- Facilitate necessary permissions and coordination across NIELIT centres and affiliated institutions for joint program execution.
- Provide faculty and resource persons, where applicable, for co-branded programs or initiatives.
- Support the marketing, outreach, and mobilization of candidates for the joint programs through its official channels and networks.
- Facilitate recognition of jointly delivered certifications and credentials, subject to internal academic council approvals.
- Ensure compliance with applicable government norms for collaboration, content delivery, and certification.
- Market the products of both parties to potential customers in Government, Corporate and Academia.

2.2 Responsibilities of the Second Party (SkillsDA):


डॉ. आलोक त्रिपाठी / Dr. ALOK TRIPATHI
निदेशक (योजना/कोशल) एवं मुख्य परीक्षा निदेशक
Director (Schema/Skilling & Chief Controller of Examinations)
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 पोस्ट, ईस्टीटेशनल एरिया,
सेक्टर-5, द्वारका, नई दिल्ली-110077



CHENNAI
600096

- a) Provide content development, Learning Management System (LMS) support, virtual lab platforms, and subject matter expertise for training and skilling programs.
- b) Provide access to infrastructure, including physical premises, labs, and cloud platforms, as mutually agreed for the implementation of training programs, virtual labs, and hosted platforms.
- c) Deliver end-to-end program management, including trainer empanelment, gamification, evaluation frameworks, and certification management.
- d) Undertake the turn key projects for design and implementation of Centres of Excellence, DFIR labs, IoT simulators, and related infrastructure with necessary technical and operational support.
- e) Provide consultancy services for ISO and other accreditations as agreed under specific scopes.
- f) Facilitate delivery of ISACA certifications such as CISA, CISM, CRISC through its ATO.
- g) Market the products of both parties to potential customers in Government, Corporate and Academia.

2.3 Joint Responsibilities:

- a) Collaborate in designing and delivering programs aligned with national skilling priorities, industry standards, and emerging technology needs.
- b) Co-brand all jointly developed content, certification, and marketing collaterals.
- c) Maintain confidentiality, data protection, and intellectual property safeguards in all projects.

3. INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, estoppel, or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights, and designs) of the other Party.
- 3.2 Any Intellectual Property arising out of the Joint Work between the First and Second Party shall be owned jointly by both Parties.

4. VALIDITY

- 4.1 This Agreement will be valid for five (5) years, unless expressly terminated earlier by either Party on mutually agreed terms in writing. During this period, both Parties shall take effective steps toward the implementation of this MoU.
- 4.2 Both Parties may terminate this MoU upon 180 calendar days' written notice. In the event of termination, both Parties undertake not to disclose any confidential or proprietary information that may prejudice the rights of either Party.

5. WARRANTIES AND UNDERTAKINGS

- 5.1 It is expressly agreed that the First Party and the Second Party are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership.
- 5.2 Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party.
- 5.3 Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

6. FINANCIALS

- 6.1 All financial arrangements, including revenue sharing, cost allocation, payments, and resource utilization, shall be determined on a case-to-case basis through separate agreements mutually executed by the Parties for each specific project or initiative undertaken under this MoU.
- 6.2 These separate agreements shall clearly define the commercial terms, roles, responsibilities, and payment schedules applicable to that particular program or collaboration.
- 6.3 Unless otherwise agreed in writing, no financial obligation shall arise from this MoU alone. This MoU does not constitute a commitment to any fixed monetary consideration.
- 6.4 Each Party shall bear its own internal administrative costs related to participation under this MoU, unless explicitly agreed otherwise in the individual agreements.

7. GOVERNING LAW AND JURISDICTION

- 7.1 Any divergence or difference arising out of or derived from the interpretation or application of this MoU shall be resolved by arbitration between the Parties as per the provisions of the Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Delhi.
- 7.2 This MoU shall be construed in accordance with the laws of India, and the Courts of Delhi shall have exclusive jurisdiction.

This MoU sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and merges all discussions and negotiations between them prior to such execution. The



Parties shall be treated as independent contractors and no relationship of agency, employer-employee, or university-student shall subsist between the Parties.

This MoU shall be valid for a term of five (5) years, unless terminated earlier or extended by mutual agreement of the Parties, with a minimum of 30 days' prior written notice before expiry.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed on the day and year first above written.

For NIELIT

Alok Tripathi

Name:

Dr. Alok Tripathi

Designation:

*Director (Scheme/Skilling)
NIELIT*

Stamp:

डॉ. आलोक त्रिपाठी / Dr. ALOK TRIPATHI
निदेशक (योजना/कौशल) एवं मुख्य परीक्षा निदेशक
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, पारसपो पॉइंट, इन्स्टीट्यूशनल एरिया,
सेक्टर-8, द्वारका, नई दिल्ली-110077
NIELIT Bhawan, Plot No. 3, PSP Pocket, Institutional Area,
Sector-8, New Delhi-110077

Witness:

1. *Sh. Saket Saurabh*

Saket

For SkillsDA

R. Putarajumam

Name:

*Major General R. Putarajumam
(Retd)*

Designation:

Director & CEO

Stamp:



03 Nov 2025.

Witness:

1.

(Mrs Kottaram. V. Ramesh)

MD & CEO