



MEMORANDUM OF UNDERSTANDING

Between

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

And

Keystone Center for Innovation and Teacher Education ('KCITE')

This Memorandum of Understanding ("MoU") is executed on the 27th day of November, 2025, 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 PARTY.

AND

Keystone Center for Innovation and Teacher Education (KCITE), represented by its registered entity KCITE Services LLP, a Limited Liability Partnership registered under LLPIN:ACE-0724, having its registered office at 9-2-40, Ektha Hi, land Park, Puppalguda, Gachibowli, Gachibowli Police Station, Seri Lingampally, Hyderabad, Telangana-500032, hereinafter referred to as the "KCITE" (which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns), of the SECOND PARTY.

NIELIT and **KCITE** 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 in 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, KCITE is a teacher training and curriculum development innovation center with expertise in digital pedagogy, instructional design, digital learning platforms, faculty development, and education research aligned to NEP 2020, NCF, NSQF and global practices.

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AND, WHEREAS, both parties desire to collaborate for advancing the digital pedagogy and professional skills of educators across India through joint initiatives.

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

1. PURPOSE:

To establish a strategic collaboration between NIELIT and KCITE to enhance the capabilities of teachers, trainers, and educators, including but not limited to NIELIT faculty across India. This will be done through co-created training programs, digital content, and skilling initiatives.

2. AREAS OF COLLABORATION:

The collaboration may include but is not limited to:

- a. Joint design and delivery of training programs to upskill educators in the use of digital pedagogy, instructional strategies, and technology-integrated teaching methods.
- b. Development of outcome-oriented curricula, training resources, assessment frameworks, and certification programs tailored to meet the evolving needs of 21st-century educators.
- c. Deployment of courses via online, offline, or blended formats using KCITE's Learning Management System (LMS), integrated digital tools, and learner support mechanisms.
- d. Collaborative research, feedback collection, impact measurement, and iterative improvement of educator skilling models.
- e. Launch of national-level educator upskilling programs and campaigns aligned with national education policies and skilling goals such as NEP 2020, Digital India, and PMKVY.

Specific projects and details will be outlined in separate **project-wise addendums** signed by both parties.

3. ROLES AND RESPONSIBILITIES OF NIELIT:

- a. Identify and nominate faculty participants from its own network as well as coordinate with external government bodies, institutions, and skilling partners where applicable.
- b. Facilitate communication with various stakeholders involved in national skilling missions and education initiatives.
- c. Nominate nodal officers for coordination, implementation support feedback collection, and ensuring program success.

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- d. Provide necessary support for outreach, visibility, and integration of the program within national platforms or skilling frameworks where feasible.
- e. Identify and nominate potential Master Trainers for the training programs.

4. ROLES AND RESPONSIBILITIES KCITE:

- a. Design, develop, and deliver high-quality training programs including curriculum, digital modules, and live sessions for NIELIT faculty and other educators across India.
- b. Provide access to KCITE's Learning Management System (LMS), digital platform, and learning resources.
- c. Offer onboarding, learner support, coordination of trainers, program tracking, and timely reporting.
- d. Ensure contextualization and adaptability of training content for diverse educational settings and institutions.

5. JOINT ROLES AND RESPONSIBILITIES OF NIELIT AND KCITE:

- a. This MoU shall serve as the master agreement between NIELIT and KCITE.
- b. Specific activities, training timelines, number of hours, and financial arrangements will be finalized through **individual project addendums**.
- c. Either party may propose new initiatives under this MoU.
- d. The Parties also agree to jointly explore and execute educator training projects at the national level in alignment with government skilling mandates and other centrally sponsored initiatives.
- e. Both parties shall ensure timely communication, project monitoring, and joint decision-making.

6. INITIAL COLLABORATION UNDER THIS MOU:

- a. As an initial step towards operationalizing this Memorandum of Understanding, the Parties acknowledge the development of a faculty development program 'Instructional Intelligence Mastering the Art of Digital Teaching'. This program is designed to build the digital teaching capabilities of NIELIT faculty, through structured modules on mindset, pedagogy, tools, assessment, and classroom strategies.
- b. The scope, implementation framework, roles and responsibilities, and financial arrangements for this initiative shall be detailed and governed by a separate project-specific addendum to be signed by both Parties.
- c. This initial collaboration shall serve as a foundation to jointly explore and scale further programs aimed at capacity building for educators across various domains

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and institutions in alignment with the broader vision of this MoU.

7. IMPLEMENTATION PROCESS:

- NIELIT and KCITE shall identify respective nodal officers to coordinate planning, delivery, and feedback
- b. A joint review and feedback mechanism shall be established for program improvement
- 8. **ADDENDUM FOR OTHER PROJECTS:** Both Parties may sign additional addendums for any future project requiring separate fee structures or deliverables
- 9. **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.
- 10. **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.
- 11. **DELIVERABLES & REPORTING:** All deliverables and reports pertaining to the project shall be elaborated in the proposal to be shared, whenever required.

12. OBLIGATION OF THE PARTIES:

- a. The parties agree to display NIELIT and KCITE 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.
- b. Both the Parties shall exercise reasonable skill, care and diligence in the performance of their respective obligations under this MoU.
- c. NIELIT and KCITE shall ensure that all the project obligations are met as per project wise addendum, which is to be executed separately.
- 13. **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.

रिजिन्द्रार / Reporter

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National Institute विकास स्थाप / प्राप्त महालेट भवन, जोट नविकास स्थाप / Reporter

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14. OTHER TERMS & CONDITIONS:

- Amendment: The MoU shall be amended only by written mutual consent of both the Parties to the MoU.
- b. **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.
- c. 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
 - (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

KCITE Services LLP

9-2-40, Ektha Hi, land Park, Puppalguda, Gachibowli, Gachibowli Police Station, Seri Lingampally, Hyderabad, Telangana-500032

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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.

15. CONFIDENTIALITY:

- a. 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.
- b. 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.
- c. 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.

16. INTELLECTUAL PROPERTY RIGHTS (IPR):

- a. Research results and study materials (e.g., reports, articles, or publications) may be exchanged freely, subject to mutually agreed IPR terms.
- b. Intellectual Property (IP) solely created by either Party during this MoU shall remain the property of that Party.
- c. Jointly developed IP shall be co-owned and used based on terms mutually agreed in good faith.

Both Parties shall acknowledge each other appropriately in any publication or presentation arising from joint efforts under this MoU, unless otherwise agreed in writing.

17. 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 KCITE in connection with this MoU shall be referred to the designated officials of NIELIT and KCITE for mutual discussions and negotiations.

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- 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;
 - ii. The place of arbitration shall be at Delhi;
 - iii. In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at 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.

For NIELIT S.K.Dherandher 27/11/2025

Name: DR. S.K. DHURANDHER

Designation: EXECUTIVE DIRECTOR

रजिस्ट्रार / Registrar

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For KCITE

Designation: POUNDER 4 DIRECTOR

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Witness: