



MORANDUM OF UNDERSTANDING

This non-binding Memorandum of Understanding ("MOU") is entered into on 29th Jan. 2026 ("Effective Date") at Gorakhpur, U.P.

BETWEEN

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

AND

3rdEye Techno Solutions Private Ltd, a company incorporated under the Companies Act, 1956 having its registered office at B 213, 1st Floor, Okhla Industrial Area, Phase 1, New Delhi – 110020 ("3ETS"),

(NIELIT and 3ETS together, the "**Parties**" and each, a "**Party**").

This MOU sets forth the terms applicable to the Parties' discussions related to a potential business relationship between the Parties. Unless expressly stated otherwise in Section 11 hereinbelow, no terms in this MOU are intended to be, or shall be interpreted as, being binding upon the Parties. This MOU is intended to form a basis of discussion, is subject to due diligence by 3ETS and Government, and does not state all matters upon which an agreement must be reached before executing a legally binding, comprehensive commercial agreement or agreements (each, a "**Definitive Agreement**").

BACKGROUND:

- (A) The **National Institute of Electronics & Information Technology (NIELIT)**, is an autonomous body under the Ministry of Electronics and Information Technology (MeitY), Government of India. NIELIT was established to bridge the gap between academic institutions and industries by developing human resources in the field of Information, Electronics, and Communications Technology (IECT). The institute offers both formal and non-formal education, providing industry-oriented quality education and training programs.
- (B) 3ETS Techno Solutions Private Ltd is a wholly owned subsidiary of 3ETS and is a developer, manufacturer, distributor, and provider of **Digital/Computer Forensics, Mobile Phone Forensics, Data Recovery from Digital Media, Video Forensics, Forensic Hardware Solutions, Financial Fraud Analysis Solutions,**



Investigation Services, Cyber Security Solutions, Lab Setup, Training and associated services to governmental and enterprise customers, more fully detailed on its official website www.3ets.in

- (C) The Parties recognize the capabilities and resources of each Party and wish to explore and assess the feasibility of collaborating with each other on the Project (as defined in Section 2).

1. OBJECTIVE

The objective of this MOU is to describe the Parties' current understanding regarding their potential cooperation and collaboration on the Project and to facilitate further discussions related thereto, including by:

- (a) enabling the sharing of relevant information on a confidential basis between the Parties with the aim of identifying the objectives of each Party in relation to the Project, and the corresponding capabilities of each Party to support the achievement of such objectives; and
- (b) setting out the possible framework, working relationships, structure, implementation, and future commitments of the Parties in relation to the Project.

2. THE PROJECT

The following project is referred to in this MOU as the “**Project**”.

3ETS and NIELIT wish to work together on their common goals of empowering and skilling of Trainees/Students to thrive in the digital economy and transform the state into a hub of trained professionals in the technologies in demand. 3ETS would partner with NIELIT, for rendering Training in Centre of Excellence in the realm Digital Forensic, Investigation, Cyber Security & Financial Fraud Analysis & Prevention.

In connection with the Project, NIELIT and 3ETS will further discuss and explore the following:

NIELIT Contributions

- NIELIT may identify Primary and Secondary point of contact to work directly with 3ETS
- NIELIT may provide Primary and Secondary SPOC for all faculty and training activities. SPOC will end to end manage program from identifying Trainee's/ students to all communications that is needed for successful execution.
- NIELIT may encourage students and faculties to get certified on 3ETS Digital Forensic Certifications NIELIT may provide all investments in physical infrastructure, software, and services for Cent of Excellence.
- NIELIT may carry out promotions as agreed between the Parties by mutual consent as allowed by branding policies of both the parties.

- NIELIT may permit 3ETS to use CoE and its website as a reference site for other institutes.
- NIELIT may engage with a 3ETS partner on commercial basis for trainings and mentorship of students. 3ETS will not influence the pricing or the commercial terms between 3ETS partner and NIELIT.
- NIELIT intends to offer 3ETS certifications, based on mutual agreement between the Parties. NIELIT intends to offer these certifications as part of its courses and programs, to provide its learners with the opportunity to earn globally recognized credentials NIELIT may interact with 3ETS and take requisite permissions as may be agreed mutually by the Parties for the usage of the 3ETS logo for joint certificates which may be issued to those students who have cleared the 3ETS Certification assessments.
- NIELIT can customize and bundle the 3ETS Learn modules into its courses and programs ("Customized Modules"). Upon completion of the NIELET Modules along with 3ETS modules/content the Trainee / Students who fulfil all the requirements as ratified by NIELIT may be awarded a letter of completion / certificate jointly branded with 3ETS and NIELIT. The certificate may have 3ETS's and Company's credentials and the format will be mutually agreed between the Parties.

3ETS Contributions

- 3ETS may provide contact/SPOC, who may be available for all communications with NIELIT.
- 3ETS may recommend the most popular learning tracks that NIELIT may adopt for its Trainee's/ students. 3ETS may offer to NIELIT, the below for its Trainee's/ Students.
- Training in following areas Digital Forensic, Investigation, Cyber Security & Select Financial Fraud Analysis.
- 3ETS may allow NIELIT to provide course completion certificates for the specialized course/certifications with NIELIT and 3ETS with logo(s). The joint certificate may be given to the Trainee's /students who pass the 3ETS certification assessment.
- 3ETS may provide NIELIT with a certification roadmap and applied skills roadmap to assist learners in their careers. 3ETS may offer capture the flag (CTF) in the realm of Digital Forensic.
- 3ETS may allow usage of 3ETS logo outside and inside the lab which states Center of Excellence for Training in partnership with 3ETS. For training conducted at the lab the certificates issued would have a 3ETS logo.

The description of the Project and the Parties' anticipated activities set forth in this Section 2 are intended merely to delineate the scope of and capture general concepts and parameters of the potential collaboration between the Parties. The Parties acknowledge that the specific elements of any collaboration between the Parties, including the respective contributions of each Party, will be reflected in a Definitive Agreement related to the Project, to the extent any such agreement is executed by the Parties.

3. **TERM AND TERMINATION**

a) 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.

b) 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.

4. **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.

5. **IMPLEMENTATION PROCESS:** NIELIT and 3ETS 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. **DELIVERABLES & REPORTING:** All deliverables and reports pertaining to the project shall be elaborated in the proposal to be shared, whenever required.

8. **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.

9. INTELLECTUAL PROPERTY RIGHTS (IPR)

All Intellectual Property, including, but not limited to, copyrights, software and database rights, patents, trade secrets, trademarks, rights in designs and all other Intellectual Property or other proprietary rights ("Intellectual Property") owned by one Party prior to the date of this MOU will continue to be owned by that party. All Intellectual Property rights made available by one Party to the other Party in connection with this MOU, or otherwise, will remain the sole property of, and vest in, the first Party or its licensors. Neither Party will gain, by virtue of this MOU, any rights in or to any Intellectual Property rights owned by the other Party. Any Intellectual Property rights created by one Party without use of or reference to the Intellectual Property rights or Confidential Information of the other Party will be and will remain the sole and exclusive property of the first Party. The Government acknowledges that only a written licensing agreement signed by 3ETS may create a binding licensing agreement between 3ETS and its customers in relation to its software products.

10. 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 a 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, New Delhi-110077

3rdEye Techno Solutions Private Ltd

213, 1st Floor, Okhla Industrial Area,
Phase 1, New Delhi-110020

11. GOVERNING LAW AND DISPUTE RESOLUTION:

11.1 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 3ETS in connection with this MoU shall be referred to the designated officials of NIELIT and 3ETS for mutual discussions and negotiations.

11.2 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 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.



NIELIT

By signing this MOU, I also confirm that I am authorised to sign on behalf of Government.

Name *Dr. Alok Tripathi (Director)*

Signature *Alok Tripathi*

Stamp:

Witness: *Dr. Neeru*

Neeru



3ETS Techno Solutions Private Ltd

By signing this MOU, I also confirm that I am authorised to sign on behalf of 3ETS.

Name *Niraj Kumar*

Name: *NKumar*

Stamp:

Witness: *Prabind Kumar*

(Prabind Kumar)