

MEMORANDUM OF UNDERSTANDING

Between

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

And

Adani Skills & Education (ASE)

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and executed on day of 05th month Feb and year 2026 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

Adani Skills & Education is the Adani Group's initiative for youth skill development, focusing on creating sustainable livelihoods through industry-aligned training, notably with its flagship "Karma Shiksha" work-study diploma program, which offers hands-on experience in sectors like ports, green energy, and data centers, providing stipends, recognized qualifications (NCVET), and pathways to employment within the Adani ecosystem or broader industry, having its office at 14th Floor, Adani Corporate House, Shantigram, SG Highway, Near Vaishnodevi Circle, Ahmedabad, Gujarat, India, 382421, **hereinafter Called "ASE"**, 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**.

NIELIT and ASE 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 developing industry-oriented quality education and training programs in state-of-the-art technologies.

WHEREAS, ASE is the skill development and education arm of the Adani Group. ASE aims to strengthen the talent pipeline for both the Adani Group and India's broader industry ecosystem with classroom learning to ensure employability and support the "Viksit Bharat".

AND, WHEREAS, both the Parties have held discussions and have agreed to collaborate with the purpose of synergizing their mutual strengths in the public interest and to deliver a larger good for society.

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

1. PURPOSE OF THE COLLABORATION:

NIELIT and ASE shall collaborate to strengthen skill development and capacity-building initiatives through the following areas:

- a) NIELIT and Adani Skills & Education shall jointly co-create and curate industry-relevant training programs with modular and flexible learning pathways, suitable for learners from diverse educational backgrounds, including 10th pass, 12th pass, Diploma holders, Graduates, and Postgraduates, to support upskilling and reskilling requirements.
- b) NIELIT and Adani Skills & Education shall collaboratively develop, review, and update training content aligned with current and emerging industry needs across sectors such as Ports, Cement, Solar, Green Energy, Data Centres, Aviation, Realty, and other relevant domains, while incorporating future-ready skill areas including Behavioural Skills, Digital Literacy, Cyber Security, Data Analytics, Yoga, and allied competencies.
- c) NIELIT and Adani Skills & Education shall facilitate the availability of qualified trainers for specialized technical and non-technical programs and organize Training of Trainers (ToT) programs to enhance instructional quality and ensure standardization of training delivery.
- d) NIELIT and Adani Skills & Education shall implement joint certification for selected programs to enhance credibility, industry recognition, and employability of trainees, with certification frameworks, assessment standards, and evaluation methodologies to be mutually defined and agreed upon.
- e) NIELIT and Adani Skills & Education shall mutually utilize existing developed qualifications and other resources of both the institutions for training and certification on mutually agreed terms, to ensure implementation of NIELIT and Adani Skills & Education standards.

2. ROLES AND RESPONSIBILITIES:

NIELIT shall:

- a) Support the development, review, and conduct of training modules to ensure alignment with national and international skill standards.
- b) Conduct the assessment, evaluation, and certification of trainees, as mutually agreed.
- c) Conduct ToT programs on mutually agreed terms to implement national and international training standards.

ASE shall:

- a) Contribute domain expertise, practical insights, and industry use-cases for content alignment.
- b) Coordinate with NIELIT in conducting training, assessments and certifications.

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Both Parties shall:

- a) Work collaboratively to ensure effective implementation of training programs under this MoU.
- b) Periodically review courses, content, and delivery mechanisms to maintain relevance and quality.
- c) Promote jointly developed programs through appropriate institutional and industry channels.
- d) Ensure compliance with applicable policies, standards, and guidelines of both organizations.

3. **IMPLEMENTATION PROCESS:** NIELIT and ASE 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.
4. **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.
5. **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 (“**Term**”) and shall automatically terminate at the end of the Term. unless terminated earlier in accordance with this MoU or completion of the obligations mentioned under this MoU.
6. **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.
7. **DELIVERABLES & REPORTING:** All deliverables and reports pertaining to the project shall be elaborated in the proposal to be shared, whenever required.
8. **OBLIGATION OF THE PARTIES:** The parties agree to display NIELIT and ASE logos, in relation to a project-on-project site, its resource materials, 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 ASE shall ensure that all the project obligations are met as per the project-wise addendum, which is to be executed separately. There will be no financial obligations of either Party to the other unless otherwise specified in the collaborative projects.
9. **TERMINATION:** Each Party has the right to terminate this MoU by giving 90 (ninety) 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.

10. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to each other that:

- a) it is duly organized and validly existing under the applicable law of the jurisdiction of its organization or incorporation, and, if relevant under such applicable law, it is in good standing;
- b) it has the power to enter into and perform, and has taken all necessary actions to authorize the entry into, and performance of, this MoU;
- c) that it is not currently a party to any agreement or any other restriction or obligation, under applicable law or otherwise, which would conflict with, limit, or preclude its right to enter and fully perform its obligations under this MoU and no actions, notices, claims or proceedings of any kind are pending or threatened against it which may affect its ability to perform its obligations under this MoU.

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- d) it has taken all necessary corporate actions and has obtained all requisite corporate & government approvals, licenses, and permits to enter and perform this MoU, and it has, or will have, all valid consents, permissions, approvals, and licenses from the appropriate authorities to perform the obligations under this MoU.
- e) It is in compliance with all applicable laws including sanctions, anti-corruption and anti-money laundering laws and no actions, suits, proceedings, investigations, litigation, arbitration or administrative proceedings of any kind, in any court or before any arbitrator or any other governmental authority, of any kind is threatened or pending against it which could prevent it from complying with its obligations under this MoU.

11. 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 the 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 the 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

Adani Skills and Education

14th Floor,
Adani Corporate House, Shantigram,
SG Highway, Near Vaishnodevi Circle,
Ahmedabad, Gujarat, India, 382421

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.

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Non-binding nature of this MoU: Except for confidentiality obligations, representations and warranties, non-solicitation obligations, this MOU does not create any binding obligations on the Parties.

Liability: Neither Party shall be liable to other Party for any, consequential and special losses, or damages, indirect, incidental, or punitive damages including loss of profits, loss of business or any remote loss, in connection with or arising out of this MoU.

Entire Agreement: This MoU constitutes the entire understanding between the parties relating to the proposed projects and supersedes any previous understandings, commitments, correspondences, agreements, contracts whatsoever, oral or written, pertaining to the subject matter.

12. 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 seven (7) days before submitting the information to the statutory bodies.
- b) The requirements of confidentiality set forth herein will survive termination or expiry of this MoU and will remain in force for the period of 1 (one) year after the termination or expiry of this MoU or execution of definitive documents, whichever is earlier.
- c) The Parties confirm that they shall not, without the prior written consent of the other party, issue any press release or make any public announcement with regard to the provision of this MoU or the transactions and actions contemplated herein, including when required to be disclosed under applicable law.

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.

13. 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.

14. GOVERNING LAW AND DISPUTE RESOLUTION:

- a) This MoU, and the negotiations between the Parties in connection with the transaction contemplated under this MoU, shall be governed by and construed in accordance with the laws of India.

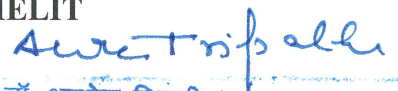
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- b) In the event of a dispute between the Parties relating to this MoU, a dispute resolution group of 2 (two) individuals shall convene, comprising senior management from both the Parties, to make a resolution of the dispute through negotiations and reach an amicable settlement.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Memorandum of Understanding as on the date first written above.


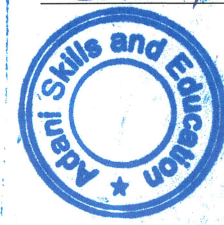
For NIELIT


Name: 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.)
Designation: National Institute of Electronics and Information Technology (NIELIT)
Stamp: नाइलिट भवन, प्लॉट नं. 3, पीएसपी पॉकेट, इंस्टीटूशनल एरिया,
सेक्टर-8, द्वारका, नई दिल्ली-110077
NIELIT Bhawan, Plot No. 3, PSP Pocket, Institutional Area,
Sector-8, New Delhi-110077


Witness:

1. 
(HIMANSHU MOHAN)

For Adani Skills and Education


Name: Sudhanva Kimmene
Designation: COO, Adani Skills.
Stamp: 

Witness:

1.  (Ajay Nayak)