

NON-BINDING MEMORANDUM OF UNDERSTANDING

This Non-Binding Memorandum of Understanding ("MOU") is entered into between:

Intel Technology India Pvt Ltd is a company established and existing under the laws of India with its registered office at #2S-56P, Devarabeesanahalli, Outer Ring Road, Varthur Hobli, Bengaluru-560103, Karnataka, India (hereafter- referred to as "Intel India's

and

National Institute of Electronics and Information Technology, Ministry of Electronics & Information Technology, Government of India, with its legal address at NIELIT BHAWAN, Plot No. 3, PSP Pocket, Sector- 8, Dwarka, New Delhi-110077 (herein after referred to as "NIELIT")

The effective date of this MOU is **January 29, 2026** ("Effective Date") and the expiration date of this MOU is January 28,2028 ("Expiration Date").

In this MOU, Intel and NIELIT are sometimes referred to individually as "Party" or collectively as "Parties."

Intel and NIELIT wish to record in writing their non-binding proposals regarding potential engagement(s), as described in the Schedule ("Engagement").

For and on behalf of Intel:	For and on behalf of NIELIT:
By: 	By: 
Print Name: Shweta Khurana	Print Name: [Name] 
Title: Sr. Director – Asia Pacific & Japan, Government Partnerships & Initiatives, International Government Affairs, Intel	Title: [Title] 
Date: [Date]	Date: [Date]

NOW IT IS HEREBY AGREED:

1. **Non-binding Nature:** The Schedule to this MOU and its contents are not legally binding. Except for the obligations in Sections 1 to 10, which are all legally binding, no contract for the Engagement will exist unless and until the authorized representatives of each Party sign a separate legally binding written agreement.
2. **Term and Termination:** This MOU will be effective on the Effective Date and will expire on the earlier of (a) the Expiration Date or (b) the date on which the Parties enter into a separate legally binding signed agreement relating to the Engagement. Either Party can, at any time for any reason and without any liability, end negotiations, or terminate this MOU immediately upon giving written notice to the other Party.
3. **Expenses:** Each Party is responsible for its own expenses in connection with all matters related to this MOU.
4. **Confidentiality and Public Announcement:** Each Party must treat the other party's Confidential Information (as defined in the CNDA) in accordance with the CNDA identified on the first page of this MOU. The CNDA obligations will survive the expiration or termination of this MOU. Neither Party will make any public announcement about the MOU (or the subject matter of this MOU), without the prior written consent of the other Party.
5. **License:** No license is granted under this MOU to either Party under any of the other Party's intellectual property rights.
6. **Nature of relationship:** The Parties are independent contractors, and no agency, partnership, franchise or joint venture is intended or created by this MOU. This MOU does not create an exclusive relationship between the Parties regarding the subject matter of this MOU.
7. **Entire Understanding:** This MOU constitutes the entire understanding between the Parties regarding its subject matter. Neither Party has relied on any statements or representations made by the other in connection with this MOU, which are not set out in this MOU.
8. **Exclusion of Liability:** Neither Party will have any liability whatsoever to the other Party under or in connection with this MOU or any Engagement, either in contract, tort or otherwise (including, without limitation, for negligence and misrepresentation), for: (a) loss of revenue; (b) loss of actual or anticipated profits; (c) loss of anticipated savings; (d) loss of reputation; (e) loss of, damage to or corruption of data; or (f) any indirect or consequential loss or damage howsoever arising. This exclusion of liability clause will not apply to any liability arising from breach of the obligations set out in Section 4 of this MOU. This exclusion of liability clause also will not apply to liability for fraud or other criminal acts, deceit, death or personal injury resulting from negligence, fraudulent misrepresentation, and any other liability that cannot be excluded by law.
9. **Governing Law & Dispute Resolution:**

This MOU shall be governed by the laws of the Republic of India. Any dispute arising out of or in connection with this MOU, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in India in accordance with the Arbitration Rules in India for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one arbitrator and the language of arbitration shall be English.

10. Language, Amendments and Severability: This MOU will be executed in English and the English language original of this MOU will prevail over any translation of it into any other languages. No amendments to this MOU will be effective unless made in writing and signed by authorized representatives of each Party. If any provision or part of these Sections 1 to 10 is held invalid or unenforceable under applicable law, the provision or part will be modified to the minimum extent necessary to make it valid and enforceable, or if it cannot be made valid and enforceable, the provision or part will be severed from this MOU.

SCHEDULE—PROPOSED ENGAGEMENT (Non-Binding)

This Schedule to the *MOU* and its contents are not legally binding. No contract for the Engagement will exist unless and until authorized representatives of each Party sign a separate, legally binding written agreement. The Parties' proposed engagement is described as follows:

The Parties propose to work together towards building digital readiness by rolling out NSQF-aligned joint certification courses with NIELIT, based on Intel's AI for Future Workforce Program:

1. AI Development Associate course has the potential to empower the future workforce with the necessary AI skills for employability in the digital economy. The course aims to create a good understanding of AI.
2. AI for Future Workforce courses:
 - a. Concepts of Artificial Intelligence Technology
 - b. Introduction to Computer Vision
 - c. Introduction to Generative and Agentic AI concepts
 - d. Foundations of Machine Learning
 - e. Foundations of Natural Language Processing

The rollout may include:

- Localization of Intel's AI for Future Workforce Program courses for the Indian audience and alignment with relevant content from NIELIT
- Course revision and launch
- Orienting relevant stakeholders for deployment
- Showcasing impact on national and international platforms
- Creating required channels to help scale in a sustainable manner

Roles and Responsibilities

Intel India may

- Localize identified Intel AI for Future Workforce Program courses to the Indian context
- Co-facilitate hosting of the localized program on the NIELIT website
- Support NIELIT for the successful deployment by
 - Organizing orientation sessions for the NIELIT officials
 - Building capacities among the lead facilitators/ trainers identified by NIELIT as coaches
- Provide co-branded certificates to trained Students and Trainers/ Facilitators along with NIELIT
- Define pathways for NIELIT students to guide them towards employment across relevant industries

NIELIT may

- Launch deployment models as a certificate, diploma, or degree course subsequently
- Identify and make available faculty for lead facilitator training as coaches
- Co-facilitate hosting of the localized program on the NIELIT website
- For successful deployment of the courses, facilitate

- Orientation sessions for the officials in collaboration with Intel India.
- Organize capacity-building sessions for the identified lead facilitators/ trainers along with Intel India.
- Create internal and external synergies within the ecosystem to ensure course outreach to all NIELIT centres and India AI Data Labs across the country
- Popularize the course through all media channels, circulate collaterals and enable social media
- Facilitate co-branded certificates to trained Students and Trainers/ Facilitators along with Intel India