

Memorandum of Understanding

This Memorandum of Understanding (MoU) is made on 11 March 2024, at Madhya Pradesh State Electronics Corporation, 47-A, State IT Centre, Arera Hills, Bhopal-462010.

Between:

National Institute of Electronics & Information Technology (NIELIT), an Autonomous Scientific Society under the administrative control of Ministry of Electronics & Information Technology (MeitY), having its registered office at NIELIT Bhawan, Plot No. 3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077, (hereinafter referred to as "NIELIT", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns as the case may be) of the **FIRST PART**;

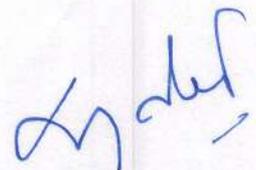
AND

Madhya Pradesh State Electronics Development Corporation, Department of Science & Technology, Madhya Pradesh, nodal agency for implementation of various IT projects of GOI & GOMP in Madhya Pradesh, having its office at 47-A, State IT Centre, Arera Hills, Bhopal Madhya Pradesh - 462010 (hereinafter referred to as "MPSeDC", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors and permitted assigns) of the **SECOND PART**.

(NIELIT and MPSeDC will collectively be referred as '**Parties**' and individually as '**Party**'.)

WHEREAS, MPSeDC is entrusted to promote use of IT and ITeS in various Departments, Corporations, Companies, Societies, Boards etc. of Government of Madhya Pradesh. The scope includes Consultancy, Software Development, Hardware/Software procurement, Training, Testing, Networking, and development of specified areas as Hardware and Software Technology Parks. The Corporation also involves itself in emerging areas in the field of Information Technology. Presently, MPSeDC have been assigned with the responsibility as nodal agency for implementation of various prestigious IT projects of GOI & GOMP in Madhya Pradesh.

AND WHEREAS MPSeDC, in context to IT Capacity Building of government employees, have established e-Daksh centers across all the 51 District Headquarters. The e-Daksh



Centers act as a catalyst to bridge the gap of effective capacity building and training need of key government employee.

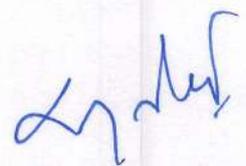
AND WHEREAS MPSeDC have been regularly organizing trainings through e-Daksh training centers (<https://www.edaksh.mp.gov.in>) to sensitize the State Government Officials. Each of these center are equipped with state-of-the-art facilities, experienced trainers, and a dedicated team to provide necessary support to ensure the success of the training programs.

AND WHEREAS, NIELIT is having the expertise and mandate to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technologies (IECT) and allied verticals. It also provides accreditation to Institutes for conducting O, A, B and C level IT Courses based on the prescribed norms. Further, it also grants permission to Institutes to act as Facilitation Centers to conduct Digital Literacy Courses bases on the prescribed norms. While also conducts Examination, Evaluation and Certification for various types of Courses;

NOW, THEREFORE, both the parties, hereto, agree to enter into this Memorandum of Understanding for imparting training in Skill Development and Capacity Building on the following terms, assurances, obligations and commitments as set out herein below:

1. SCOPE OF WORK:

- 1.1. MPSeDC on behalf of Govt. of Madhya Pradesh agrees to provide space for conducting training in Skill Development and Capacity Building at 51 districts of Madhya Pradesh for running of NIELIT Training Center.
- 1.2. MPSeDC agrees to provide a computer laboratory of 20 computers for the execution of training at each Centre. This includes fostering collaborations, enhancing academic and career opportunities, expanding networks, and ultimately advancing excellence in knowledge and innovation. Running NIELIT courses at our well-equipped training centers in all 51 e-Daksh centres across the state.
- 1.3. MPSeDC offers state-of-the-art facilities, experienced faculty members, and a conducive learning environment. Additionally, centre's infrastructure and support services will contribute to the overall effectiveness of the training programs. So, by hosting courses offered by NIELIT, we can extend the geographical reach of the programs run by NIELIT.
- 1.4. By leveraging expertise of NIELIT and established network, MPSeDC aims to expand the recognition/accreditation of its programs. This collaboration would entail a comprehensive evaluation of our courses against industry standards, ensuring that they meet the required benchmarks for accreditation. Once approved, the affiliated courses would bear the credibility of both the institutions.



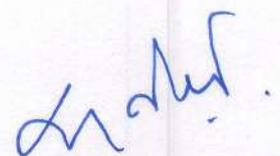
- 1.5. Possibility of issuing certificates through joint collaboration with NIELIT and MPSeDC may be explored.
- 1.6. NIELIT shall carry out the training programs in areas of Non-formal education in IECT, Digital Competency Courses as well as emerging trends of future skills like 5G, AI, AR-VR, IoT, RPA, Cyber Security, Blockchain etc. on case to case basis.
- 1.7. Need assessment information shall be shared between the parties.
- 1.8. NIELIT and MPSeDC shall give presentations to various funding agencies for allocation of funds for projects and training as per need as and when required.
- 1.9. NIELIT and MPSeDC shall develop projects proposals for implementation of such projects in the state of Madhya Pradesh as per requirement.
- 1.10. NIELIT and MPSeDC agree to utilize the resources of each other (e.g. venue on lease/rent, instructors on payment/honorarium etc.) as per mutually agreed terms on case to case basis.
- 1.11. NIELIT and MPSeDC agree to engage in research activities (Projects/Forums) by utilizing the resources of each other as per mutually agreed terms on case to case basis.
- 1.12. MPSeDC also agrees to consider NIELIT as an implementation agency for conducting training of various sponsored courses in IECT sector as well as projects of MPSeDC as per mutually agreed terms.
- 1.13. Nothing in this MOU shall be deemed to constitute, create or give effect or recognize a Joint Venture, partnership or business entity of any kind.
- 1.14. This MOU shall be construed and governed by the laws of India and the parties hereby submit to the exclusive jurisdiction of the Delhi Courts of Law.
- 1.15. Any matter, which is not stipulated in the MOU, shall be settled in good faith by discussion among the parties in the spirit of understating and cooperation.

2. Validity:

- 2.1. The term of this MoU shall be valid for a period of 5[Five] years from the date of execution of this MOU which may be extendable on yearly basis with the mutual consent of both the parties.
- 2.2. The validity of the MoU may be extended by mutual agreement in writing and signed by both the parties.

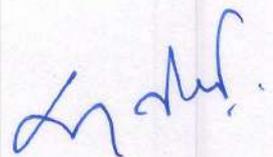
3. Confidentiality:

- 3.1. Each Party shall use reasonable efforts to prevent the disclosure of the other



Party's Confidential Information to the third persons.

- 3.2. Both Parties shall return all Confidential Information which is in the custody of such Party upon termination/ expiry of this MoU and shall not make or retain any copies or record of any Confidential Information and shall notify to the other Party promptly of any unauthorized or improper use or disclosure of the Confidential Information.
- 3.3. The receiving Party shall not disclose any Confidential Information to any person or entity, without the express written consent of the affected party. The recipient party may only disclose any Confidential Information to any of its employees on a strict need-to-know basis, only to the extent it is required to carry out its obligations under this MoU. The receiving Party expressly agrees to be vicariously liable for any breach of confidentiality by any of its employees.
- 3.4. Permitted Disclosure of Confidential Information - Notwithstanding the aforementioned clauses, a Party may disclose Confidential Information of the other Party: a. to governmental or other regulatory agencies only to the extent required by such statutory authorities, provided that notice is promptly delivered to the disclosing Party in order to provide an opportunity to challenge or limit the disclosure obligations. b. if required to be disclosed by law or court order, if notice is promptly delivered to the disclosing Party in order to provide an opportunity to challenge or limit the disclosure obligations. c. to its employees on "need to know" basis to further its purpose with regard to the use and commercialization of the Product.
- 3.5. Upon termination of this MoU, Receiving Party will ensure that all Confidential Information including all documents, memoranda, notes and other writings or electronic records prepared by the Receiving Party and its employees for this engagement are returned to the Disclosing Party and written confirmation of the same shall be provided by the Receiving Party.
- 3.6. Either Party shall at no time, even after termination, be permitted to disclose Confidential Information, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this MoU pursuant to Paragraph above. The onus to prove that the exclusion is applicable is on the Receiving Party.
- 3.7. For the purpose of this MoU, Confidential Information shall mean any and all materials and information concerning the disclosing Party, including without limitation its directors, officers, employees, affiliates, subsidiaries and/or group companies, vendors, users and customers or any third party with which the disclosing Party's associates (collectively, "Affiliates"), disclosed by the disclosing Party to the receiving Party whereby the information is revealed by any method, oral or written whether or not, whether such information is expressly marked or



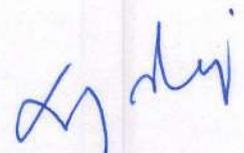
designated as confidential information or not and the information, including without limitation any information with regard to the terms of this MoU, Intellectual Property, trade secrets, computer programs, software (including source code, object code and machine code) relating to the foregoing, technical drawings, algorithms, know-how, operating procedures, processes, designs, reports, specifications, ideas, trade secrets, inventions, schematics, pricing information, and other technical, business, financial, customer and product development plans, financial condition and projections; business, marketing or strategic plans; customer/ user lists; customer/ user data and related information, product prototypes and designs, strategies or any other non-public information disclosed by or related to the disclosing Party, or where such information is reasonably understood to be confidential or proprietary based on the circumstances of disclosure or the nature of the information itself;

- 3.8. Each Party hereby further acknowledges that unauthorized disclosure or use of Confidential Information or a breach of this Agreement could cause significant and irreparable financial harm to the Disclosing Party. Accordingly, each Party agrees that the Disclosing Party shall have the right to seek and obtain injunctive relief from the breach of this Agreement in addition to any money damages, other rights and remedies it may have from a court of competent jurisdiction

4. Dispute Resolution:

In the event of any unforeseen issues or matters not covered herein or any controversy, dispute or difference arising out of or in connection with this MoU, the same shall be resolved amicably by both the organizations. This MoU and further agreements will in all respect be governed by and construed in accordance with the laws of India.

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 (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 MPSeDC in connection with this MoU shall be referred to the designated officials of NIELIT and MPSeDC for mutual discussions and negotiations. If no settlement can be reached through mutual discussions and negotiations within [15 days] of either NIELIT or MPSeDC, delivering a notice of the dispute to the other Party, then such matter shall be finally settled by arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any other statutory amendments or modifications thereof ("Arbitration Act"). If both the parties cannot 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 & Conciliation Act, 1996 and seek



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;
- The seat of arbitration shall be at Bhopal;
- In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at Bhopal shall have exclusive jurisdiction;
- The costs of arbitration shall be borne as determined in the arbitration award; and
- The decision of the arbitrator(s) shall be final and binding on the Parties.

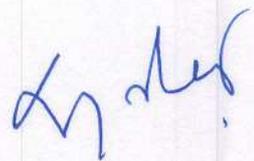
The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Govt of India. Upon such reference, the dispute shall be decided by the Law Secretary, whose decision shall be binding on the parties finally and conclusively.

5. Termination Clause:

- 5.1. This MoU shall determine with efflux of time prescribed time i.e., at the end of the agreement period, unless, the specified period is extended, accordingly.
- 5.2. Either Party may terminate this MoU by providing 30 (thirty) days' prior written notice to the other Party, upon the other Party's material breach/non-performance under the terms and conditions stipulated in this MoU, provided that the breaching Party, upon being served notice, fails to cure the material breach/non-performance within 30 (thirty) days of receipt of said notice.
- 5.3. Upon expiry of this MoU or sooner termination hereof, all arrangements, understandings and agreements incorporated in this MoU shall, unless meant to survive termination, cease to exist.
- 5.4. Survival: The provisions of this MoU which, by their nature or terms, require performance after the termination or expiration of this MoU, or have application to events that may occur after the termination or expiration of this MoU, will survive the termination or expiration of this MoU.

6. Indemnity:

- 6.1. Notwithstanding anything to the contrary contained herein, each Party shall indemnify, defend and hold harmless the other Party, its agents, affiliates, representatives from and against each and every cause of action, all claims, demands, actions, suits, proceedings (including losses, damages, tax, costs, charges and expenses) including reasonable fees of legal/attorney or liability whatsoever



that may be brought or made against either party by any third party as a result of :

- a. loss or damage to the intellectual property, personal injury to a third party and /or any third party claim against or damage to the other party resulting from or in connection with any breach hereof, non-compliance herewith.
- b. any act or omission, non-performance, willful misconduct, negligence or non-observance by either party or its employees/personnel of any provision of this MoU and/or arising from either party's failure to comply with any law, regulation, enactment.
- c. Breach of the representations and warranties contained in this MoU.
- d. Negligence or other tortious conduct by a party or its authorized agents or representations or statements not specifically authorized by a party herein or otherwise in writing.

7. Severability:

The invalidity or unenforceability of any one provision of this MoU shall not invalidate or render unenforceable the assignment of rights hereunder in its entirety and the balance of the provisions in this MoU shall remain in effect. The parties agree to substitute in good faith all void or voidable portions or parts thereof by valid provisions.

8. Modification:

Any Amendments and/or additional terms to this MoU shall be recorded in writing and duly signed by the parties and shall be read in conjunction and shall form an integral part of the MoU. The clauses wherever specifically mentioned shall survive the termination of this MoU.

9. Counterparts:

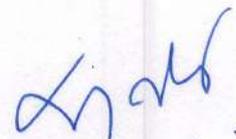
This MoU may be executed in multiple copies, all of which shall be original, but all the sets of MoU shall together constitute one and the same MoU

10. Assignment:

Parties, hereby, agree they shall not assign the MoU or its subsequent agreements to any third party without prior written consent of MPSeDC.

11. Notice and other communications:

Any communication or notice or intimation shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned below.



Contacting Person for NIELIT:

Name: Smt. Alpana Agrawal

Designation: Additional Director/ HoD (Business Development)

Contact Address: NIELIT Bhawan, Plot No. 3, PSP Pocket, Dwarka Sector-8, New Delhi - 110077

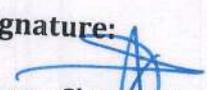
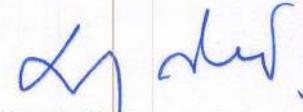
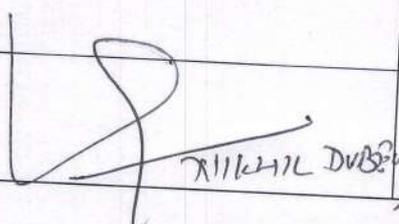
Contacting Person for MPSeDC:

Name: Shri Nikhil Dubey

Designation: Assistant Director

Contact Address: Madhya Pradesh State Electronics Corporation, 47-A, State IT Centre, Arera Hills, Bhopal

IN WITNESS HEREOF, each party hereto has caused this MOU to be executed in duplicate to be effective as on the date herein above mentioned and signed now by its duly authorized representatives.

<p>(For: MPSeDC)</p> <p>Signature: </p> <p>Name: Shri Anshul Gupta Designation: Managing Director Address: ANSHUL GUPTA, IAS MD, MPSEDC Madhya Pradesh State Electronics Corporation, 47-A, State IT Centre, Arera Hills, Bhopal-462010</p>	<p>(For: NIELIT)</p> <p>Signature: </p> <p>Name: Shri Rajneesh Kumar Asthana Designation: Registrar Address: राजनीश कुमार अस्थाना / RAJNEESH KUMAR ASTHANA NIELIT Bhawan, Plot No. 3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077 National Institute of Technology Sector 8, Dwarka, New Delhi-110077</p>
<p>Witness:  Nikhil Dubey</p>	<p>Witness:</p>