



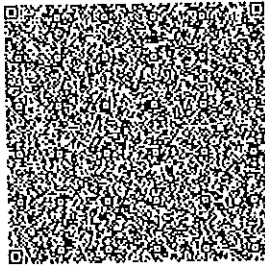
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL20918336906186M
Certificate Issued Date : 10-Oct-2014 04:06 PM
Account Reference : IMPACC (IV)/ dl739603/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL73960338648144249495M
Purchased by : NIELIT
Description of Document : Article Others
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : INTEL TECHNOLOGY INDIA PVT LTD
Second Party : NIELIT
Stamp Duty Paid By : NIELIT
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



.....Please write or type below this line.....

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein referred to as MOU) is made on 13th October, 2014 is by and

Between

National Institute of Electronics and Information Technology, having its address at

Statutory Alert

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



Department of Electronics and Information Technology, Ministry of Communications & Information Technology, Government of India, Electronics Niketan, 6, CGO Complex, New Delhi - 110 003, (hereinafter referred to as "NIELIT", which expression shall, unless it be repugnant to the subject or context thereof, shall deem to mean and include its successors and assigns) of the ONE PART.

And

Intel Technology India Pvt Ltd, a company incorporated under the Indian Companies Act, 1956, having its registered office at #23-56P, Devarabeesanahalli, Varthur Hobli, Outer Ring Road, Bangalore-560103, (hereinafter referred as "**Intel**"), which expression shall, unless it be repugnant to the subject or context thereof, shall deem to mean and include its successors and assigns) of the OTHER PART.

NIELIT and Intel may each be referred to as a "Party" or collectively as the "Parties."

Background:

Intel and NIELIT desire to collaborate to achieve the goal they share by performing the roles and responsibilities described in this MOU.

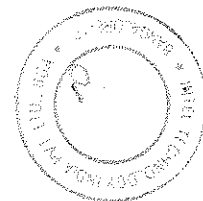
NOW, THEREFORE, the Parties have come to the following understanding:

Intel to:

- Work with its vendors and provide inputs in the development and creation of certification & assessment portal based on NIELIT's needs for assessment of candidates under NDLM (National Digital Literacy Mission) project.
- Work with its vendors and provide inputs in the development and creation of certification & assessment portal based on NIELIT's needs for assessment of candidates under ESDM project.
- Vetting and evaluation of NIELIT's Electronics / ESDM courses by Intel..
- Support further content creation for ESDM courses and
- Promote the ESDM program through it's already existing ecosystem.



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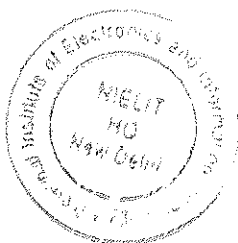


NIELIT to:

- Host and Maintain the assessment and certification portal's
- Use of the assessment and certification portal for mass digital literacy programs
- Use the ESDM certification and assessment portal for the ESDM program pan India
- Acknowledge Intel and its vendors for the design and development of the assessment and certification portal's.
- Acknowledge Intel for its efforts in scaling, promoting and supporting the ESDM program

General Understandings regarding this MOU:

1. **Purpose of the MOU:** The purpose of this MOU is to establish a collaborative relationship between the Parties in general terms. This MOU will serve as a framework to describe the proposed transaction(s) to be discussed and negotiated by the Parties. Upon the execution of this MOU, the Parties may discuss and may negotiate the potential transaction(s) in greater detail, which may include entering into binding agreements, detailed time schedules for the implementation of the matters set out therein. Separate binding agreements will not become effective until the Parties have approved, executed and delivered the appropriate definitive agreements. Before the execution and delivery of such definitive agreements, each Party, at its sole discretion, has the absolute right to terminate the negotiations and this MOU between the Parties, without any reason, in accordance with Section 8 below.
2. **Non-Binding Nature of this MOU:** The terms of this MOU are statements of intent only. This is not a binding agreement between the Parties (except for the agreement regarding publicity in Section 3 below), and no legally binding agreement shall exist until both parties have negotiated, prepared and executed separate individual written agreement(s) establishing the binding obligations of the Parties as approved by each Party's management and legal entities.
3. **Confidentiality and Publicity:** Except as may be otherwise stated in an Addendum, or as may be required by law, the Parties agree that they shall seek and receive the



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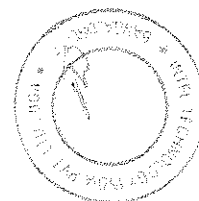


express prior consent of the other Party before they disclose to the public or to any third party the existence of this MOU or the relationship described herein.

4. **Expenses:** Except as specifically set forth in an Addendum, each Party will be responsible for its own expenses in connection with all matters relating to this MOU. In no event shall either Party be liable to the other for any damages of any kind whatsoever (even if such Party has been advised of the possibility of such losses or damages) based upon or arising out of either Party's performance of or failure to perform the activities described herein, except for any damages arising from any breach of the non-disclosure provisions herein.
5. **Non Exclusivity:** Nothing in this MoU shall mean or shall be construed to mean that any of the Party is at any time precluded from having similar arrangements with any other person or third party, subject always to maintaining confidentiality obligations stated herein.
6. **Limitation of Liability:** in no event shall either Party have any liability to the other Party, end users or any other third party, for any indirect, speculative, special or consequential damages, neither Party shall have any liability under this MoU based on failure to ultimately complete the activities envisioned herein. However, there shall be no limitation of liability in case of breach of the provisions in respect of confidentiality under Section 3 hereinabove.
7. **Warranties Disclaimed:** The Parties disclaim all warranties of any kind (including all express, implied and statutory warranties, and all conditions of merchantability, fitness for particular purpose, and any warranty of non-infringement of any intellectual property of any third party) in connection with this MOU and any related products, technologies, or services. Each party shall be solely responsible for the quality, warranty and functionality of its own products and services.
8. **Term and Termination.** This MOU shall be effective as of October 13, 2014 and shall continue until and automatically terminate without notice on, October 12, 2017 unless (a) extended in writing by mutual agreement or (b) upon execution of a definitive agreement by all Parties covering the subject matter herein.
Either Party may terminate this MOU and/or one or more Addenda at any time for any or no reason upon 30 days written notice to the other Party, or immediately if a Party has failed to cure a material breach of this MOU or an Addendum 10 days after



[Handwritten signature]





receiving written notice of such breach. The obligation arising under Sections 2 to 13 of this MOU will survive termination.

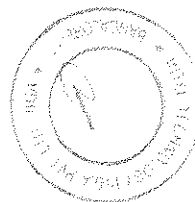
9. **No Intellectual Property Rights Granted:** Except as permitted in an Addendum attached hereto, this MOU does not grant either Party any license or other rights to any trademarks, logos or other intellectual property of the other party, and use of any such other Party's intellectual property must be governed by a separate license agreement.
10. **Choice of Law:** This MOU and all Addenda will in all respects be governed by and construed in accordance with the laws of India, without reference to its conflict of laws principles.
11. **Independent Contractors:** The Parties are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this MOU or the Addendums that may be attached. Neither Party will make any warranties or representations on behalf of the other.
12. **Entire Understanding; Amendment; Assignment:** This MOU sets forth the entire and final understanding and agreement of the Parties, and supersedes any and all oral or written agreements or understandings between the Parties, as to the subject matter hereof. No amendments or modifications shall be effective unless in writing and signed by authorized representatives of both Parties. The waiver of a breach of any provision of this MOU will not operate or be interpreted as a waiver of any other or subsequent breach. No right, duty or obligation under this MOU may be assigned, delegated, factored or subcontracted in any manner by either Party without the other Party's prior written consent, except that Intel may assign its rights or delegate its duties to one or more direct or indirectly-owned subsidiaries of Intel.
13. **Notices:** All notices shall be directed in writing to the following individuals (or their successors):

For NIELIT: Dr. Ashwini Kumar Sharma, Managing Director, NIELIT

md@nielit.gov.in, **Mobile: +91-8800071088**



Ashwini





For Intel: Kishore Balaji, Country Manager-Corporate Affairs

Email – kishore.balaji@intel.com, Mobile: +91-9972170065

The signature of the Parties below indicates their agreement with the foregoing MoU.

**For
NIELIT**

**For
Intel**

By:

By:

Name: DR. ASHWINI KUMAR SHARMA

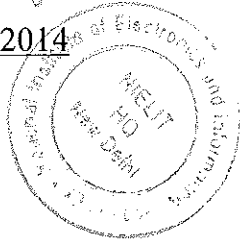
Name: ASHU SINGH CHOUDHARY

Title: Managing Director

Title: DIRECTOR (CORPORATE AFFAIRS)

Date: 13th Oct, 2014

Date: Oct. 13, 2014



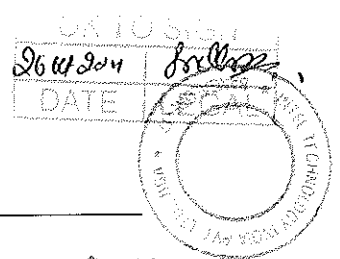
By:

Name: DEEPSHU SINGH

Title: _____

Date: 13th Oct, 2014

Mobile no _____



Witnesses to the Signing of the Memorandum of Understanding

By:

By:

Name: Kishore Balaji

Name: Rajneesh Kumar Asthana

Title: _____

Title: By Director (System), NIELIT

Date: Oct 13, 2014

Date: 13th Oct, 2014

