



Letter of Intent

**The United Nations Educational, Scientific and
Cultural Organization (UNESCO)**

and

**National Institute of Electronics and Information Technology
(NIELIT)**

I. The Parties

The United Nations Educational, Scientific and Cultural Organization, a specialized agency of the United Nations, with its headquarters at 7 place de Fontenoy 75352 Paris 07 SP ("UNESCO"); represented in this act by its Assistant Director-General for Social and human Sciences, Ms. Gabriela Ramos.

The National Institute of Electronics & Information Technology, Government of India (hereinafter "NIELIT") is an scientific autonomous Society under the administrative control of Ministry of Electronics and Information Technology, with its Headquarters at NIELIT Bhawan, Plot # 3, PSP Pocket, Sector 8, Dwarka, New Delhi - 110077, represented in this act by Director General, Dr. Madan Mohan Tripathi.

Each, a "Party" and, jointly, the "Parties".

II. Background

UNESCO, with its mandate to promote the human right to science and the guarantee of ethical principles in the development of new technologies, leads the United Nations' discussion on the development and impact of Artificial Intelligence (AI) on economies and societies. In November 2021, UNESCO's 193 Member States adopted the Recommendation on the Ethics of Artificial Intelligence (hereinafter, the Recommendation), which represents the ethical compass and a global normative foundation for governments, companies, research organizations and universities, among others, to enable the development, deployment and use of AI in the service of society and in line with human rights and human dignity.

NIELIT- National Institute of Electronics and Information Technology is an autonomous scientific society under the administrative control of Ministry of Electronics and Information Technology, Government of India engaged in the development of qualified human resources in the areas of IT, Electronics, Communications, Hardware, Cyber Law, Cyber Security, IPR, GIS, Cloud Computing, Bioinformatics, ESDM, e-Governance and related verticals. NIELIT has its Head Office at NIELIT Bhawan, Plot # 3, PSP Pocket, Sector 8, Dwarka, New Delhi acting through Director General.

In line with the values, principles and policy areas of the Recommendation, and given the importance of the involvement and commitment of Member States as well as other relevant stakeholders, UNESCO and NIELIT propose to work together on the implementation of the Recommendation.

As part of this letter of intent, UNESCO and NIELIT will collaborate to advance training, awareness raising, sensitisation and implementation in relation to the Recommendation, its values, principles and policy areas; and share data, analysis, insights, and good practices on Global Observatory on the Ethics of AI managed by the Social and Humans Sciences Sector (SHS) at UNESCO.

UNESCO and NIELIT are aligned in their visions regarding the need to promote AI technologies that are at the service of people and (sustainable) development, and the consequent need to support the development and implementation of *smart regulations*, human capital empowerment and technology-related investment, inter alia.

III. Scope of Letter of Intent

The Parties have identified the following areas as initial priorities for partnership:

- a. Support capacity-building and advance training(s) on policy, regulatory, and ethical considerations related to AI, in line with the UNESCO Recommendation.
- b. Jointly explore and advocate for effective governance models and institutional designs on AI prioritizing transparency, accountability, inclusivity, and fairness while ensuring data privacy and security to maximize the benefits of AI technologies while minimizing risks.
- c. Co-design, deploy and implement initiatives including events, discussion forums, and stakeholder networks aimed to raise awareness and engage relevant stakeholders in relation to the Recommendation, its values, principles and policy areas through joint project proposals which will be submitted to relevant Ministries and government bodies for consideration.
- d. Exchange knowledge, experiences, and practices through the means of working groups, meetings, conferences, exchanges of researchers, and academic activities including joint research on salient topics and new developments in the ethics of AI.
- e. Share analysis, insights, and good practices to contribute to the UNESCO Global Observatory on the Ethics of Artificial Intelligence, a platform managed by UNESCO Social and Human Sciences gathering state of the art analysis around the world on the ethics of AI, while encouraging collaboration between experts and other stakeholders, to accelerate the implementation of the Recommendation on the Ethics of AI across UNESCO's Member States.
- f. The Parties intend to undertake a strategic dialogue and cooperation to explore other areas of joint interest for which the Parties could bring their respective expertise and networks, with a view to build a deeper and lasting shared-value partnership.

IV. General Terms

- a. This Letter of Intent is not intended to be legally binding or give rise to any legal rights or obligations whatsoever except as set forth in the paragraph below on confidentiality and communications; it sets out the preliminary understandings reached by the Parties with respect to the expected scope of an eventual partnership.
- b. Each Party will treat the information received from the other Party as confidential and shall not use such information for any purpose other than the collaboration between the Parties. The Parties agree that, unless approved in writing in advance by both Parties, no Party shall make any public announcements or press releases with respect to the relationship or collaboration between the Parties created by this Letter of Intent. The Parties will not authorise use of its name, abbreviation, or emblem for any commercial purpose, nor in any manner that suggests an endorsement, preference for or promotion of any private-sector partner, its products or services. Any use of a Party's name, abbreviation or emblem requires the advance written permission of the other Party.
- c. Nothing contained in this Letter of Intent shall be construed as granting or conferring to a Party any right or interest in the intellectual property rights of the other Party.
- d. The Parties agree that, in order to achieve these defined objectives, they must sign a specific agreement that will establish the participation modalities of each institution, and that will be subject to the internal approvals of each of them.
- e. Likewise, the Parties acknowledge that this Letter of Intent does not entail any financial implication for any of the Parties.
- f. This Letter of Intent shall be effective from the date of signature written below and remain valid for two years, or the date of signing a separate partnership agreement or memorandum of understanding.

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- g. Either Party may withdraw from this Letter of Intent at any time by giving thirty (30) days' prior written notice to the other Party.
- h. Nothing in this Letter of Intent shall be deemed a waiver by UNESCO of any privileges and immunities enjoyed by them pursuant to the 1946 Convention on the Privileges and Immunities of the United Nations, the 1947 Convention on the Privileges and Immunities of the Specialized Agencies, customary international law, other relevant international or national agreements, or under domestic law.



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