



Ministry of
Electronics and
Information Technology,
Government of India

intel.



MEMORANDUM OF UNDERSTANDING



Between

NATIONAL INSTITUTE OF ELECTRONICS &
INFORMATION TECHNOLOGY(NIELIT)

and

INTEL TECHNOLOGY INDIA PVT. LTD.

on

26th September, 2023

To empower the future workforce with the necessary **AI skills** for
employability in the digital economy.

Signed by

Rajneesh Kr. Asthana
Registrar,
National Institute of Electronics &
Information Technology

Signed by

Shweta Khurana
Senior Director,
Govt. Partnership and Initiatives
Global Government Affairs Group, Intel



MEMORANDUM OF UNDERSTANDING

This 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 #23-56P, Devarabeesanahalli, Outer Ring Road, Varthur Hobli, Bengaluru-560103, Karnataka, India (hereafter referred to as "**Intel India**") 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 August 16, 2023 ("**Effective Date**") and the expiration date of this MOU is August 15, 2025 ("**Expiration Date**").

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

The notice address of the respective parties shall be:

If for Intel India : Intel Technology India Pvt Ltd #23-56P, Devarabeesanahalli, Outer Ring Road, Varthur Hobli, Bengaluru-560103	If for NIELIT : NIELIT, NIELIT Bhawan, Plot No. 3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077
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Intel India and NIELIT wish to record in writing their non-binding and non-exclusive proposals regarding potential engagement(s), as described in Schedule 1 ("**Engagement**"). And have caused this MoU to be executed by their respective authorized representatives as set forth below and as per the terms and conditions hereinafter recorded.

For and on behalf of Intel:	For and on behalf of NIELIT:
By: 	By: 
Print Name: Shweta Khurana	Print Name: Sh. Rajneesh Kr. Asthana
Title: Senior Director, Government Partnerships and Initiatives, Global Governments Affairs Group, Intel	Title: Registrar, NIELIT
Date:	Date:

LEGAL OK	
Puja	10-08-2023
Puja Malhotra	

Witness: J. Mohan Koli



NOW IT IS HEREBY AGREED:

1. **Non-binding Nature:** This MOU outlines the scope of proposed engagement between the Parties as is more specifically described in Appendix 1 hereto. Appendix 1 to this MOU is not legally binding. Except for the obligations in Sections 1 to 15, which are all legally binding, no contract for the Engagement will exist unless and until the authorized representatives of each Party (directly or through a group company/affiliate) sign a separate legally binding definitive agreement. Further, the Parties agree that, unless otherwise specified in a written legally binding definitive agreement between the Parties (and/or their relevant group company/affiliate): (i) this MOU is a non-exclusive arrangement; and (ii) the Parties are not precluded from engaging in discussions, evaluating other third parties and/or entering into any agreements or arrangements with other third parties on the same or similar scope of work as set out in this MOU.
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 may terminate this MOU without cause upon thirty (30) days prior written notice to the other Party. Sections 1, 2, 4, 5, 6, 7, 9, 10 and 11 will survive expiry or termination of this MOU.
3. **Expenses:** Each Party is responsible for its own expenses in connection with all matters related to this MOU.
4. **Confidentiality and Public Announcement:** Confidential Information" means the confidential, proprietary, and trade secret information of the disclosing party to be disclosed by the disclosing party under this MOU, and comprises (a) information in tangible form that: (a) (1) bears a Confidentiality Legend, or (2) does not bear any Confidentiality Legend, if the receiving party knew, or reasonably should have known under the circumstances, that the information was confidential and had been communicated to it in confidence, and (b) discussions about that information that may occur before, at the same time, or after disclosure of the information. This MOU and all confidential information exchanged between the Parties pursuant to this MOU shall be held in confidence. Neither Party shall make any public announcement about the MOU and /or the scope of proposed engagement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Exceptions to the Obligation of Confidentiality. The receiving party will not be liable for the disclosure of any Confidential Information that is: (a) generally made available publicly or to third parties by the disclosing party without restriction on disclosure; (b) received without any obligation of confidentiality from a third party who rightfully had possession of the information; (c) rightfully known to the receiving party without any limitation on disclosure, before its receipt from the disclosing party; (d) the same as information that is independently developed by employees, contingent workers, and professional advisers of the receiving party; or (e) required to be disclosed under applicable laws, regulations, or court, judicial, or government agency orders. The receiving party must give the disclosing party reasonable notice before this disclosure, and seek a protective order, confidential treatment, or other remedy, if available, to limit the scope of the required disclosure. 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, either expressly, by implication, inducement, estoppel or otherwise. Both Parties understand and acknowledge that grant of any such license shall always be express and in writing.
6. **Limitation of liability:** In no event shall a Party have any liability to the other Party for any damages (including but not limited to indirect, speculative, special or consequential damages) whatsoever arising out of or in connection with this MOU (even if such party has been advised of the possibility of such losses or damages). The exclusion of liability set forth above shall apply only to the fullest extent permitted by law. For any liability that, according to the law, can only be restricted, but not excluded, it is hereby agreed that either Party's liability shall be limited to INR 10,000 (Indian RUPEES TEN THOUSAND ONLY). For the avoidance of doubt, the limitation of liability set forth above shall not apply to breach of the confidentiality and publicity obligations set forth in Section 4 above.



7. **DISCLAIMER OF WARRANTY.** EACH PARTY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS MOU. EACH PARTY SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY. ALL PRODUCTS AND SERVICES, IF ANY PROVIDED UNDER THIS MOU, IS PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND.
8. **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.
9. **Anti-Corruption Compliance.** Neither party has taken, nor will take, any action that would violate or would cause the other Party to violate any anti-corruption law, including but not limited to the India Prevention of Corrupt Act, the US Foreign Corrupt Practices Act, or the UK Bribery Act. Any funding, resources, or other contribution provided by Intel India is not in exchange for an agreement to influence any act or decision to assist Intel India in obtaining or retaining business or an improper business advantage.
10. **Governing Law and Jurisdiction:** All disputes arising out of or related to this MOU, including without limitation all matters connected with its performance, will be governed by, and construed and interpreted under, the laws of India, without reference to conflict of laws principles. The courts in Bengaluru will have exclusive jurisdiction over any and all disputes arising out of or in connection with this MOU or its subject matter or formation (including non-contractual claims)]. The Parties consent to the jurisdiction of those courts.
11. **Dispute Resolution:** In the event of any dispute or difference arising out of or relating to this MOU or the breach thereof, the Parties hereto shall use their best endeavors to settle such disputes or differences amicably. To this effect they shall consult and negotiate with each other in good faith and understanding of their mutual interests to reach a just and equitable solution satisfactory to both parties. If the Parties do not reach such solution within a period of thirty (30) days, then the parties can commence litigation proceedings as per Section 10.
12. **Language and Amendments.** This MOU shall be executed in English and the English language original of this MOU shall prevail over any translation hereof into any other languages. Any provision of this MOU may be amended only by a written amendment duly signed by the Parties.
13. **Notices.** All notices required or permitted to be given hereunder shall be in writing, shall make reference to this MOU, and shall be delivered by hand, or dispatched by prepaid air courier or by registered or certified airmail, postage prepaid, addressed to the other's Party's address as stipulated on the first page of this MOU.
14. **Severability:** If any provision or part of these Sections 1 to 15 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.
15. **Counterparts.** This MOU may be executed in any number of counterparts, and each counterpart shall constitute an original instrument, but all the counterparts together shall constitute the same instrument.



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 "AI Development Associate" an NSQF-aligned joint certification course with NIELIT, based on Intel® AI for Future Workforce Program..

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. It focuses on –

- Gaining AI technical confidence by demystifying AI and equipping the future workforce with technical confidence to learn and apply AI skills independently.
- Enhancing employability for AI-related jobs by building necessary technology, career growth and social skills.
- Producing evidence for employability by demonstrating solutions through AI projects capturing industrial and/or social impacts

The course rollout may include:

- Localization of the Intel® AI for Future Workforce Program for the Indian audience and alignment with relevant content from NIELIT
- Course 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 Intel® AI for Future Workforce Program 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 course 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
- 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.

