

MEMORANDUM OF UNDERSTANDING

BETWEEN

**NATIONAL INSTITUTE OF ELECTRONICS & INFORMATION
TECHNOLOGY (NIELIT)**

AND

PHYSICSWALLAH PRIVATE LIMITED



Memorandum of Understanding

PREAMBLE: The recent Indian educational policy framework, including the National Education Policy 2020, underlines the need for building skill-based capacity in the Indian youth through leveraging the capacity and capability of different institutions. To harness the same, it is important to enter into formal collaboration and MOUs with reputed institutions and industry for capacity building. There is a need for a strong collaboration between the universities and industries to come up with innovative ideas in research along with investments in R&D. The industry-academia collaboration has enhanced knowledge, innovation and creativity and has played a decisive role in the economic growth of every nation. This agreement aims to bring together the industry, institutions and academia for the development of better and skill oriented all round professionals to contribute to national development.

ABOUT NIELIT:

National Institute of Electronics & Information Technology, hereinafter referred to as “**NIELIT**”, is an Autonomous Scientific Society under the administrative control of the Ministry of Electronics & Information Technology (MeitY), Government of India, set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology (IECT). NIELIT is engaged in both Formal & Non-Formal Education in the area of IECT, besides the development of industry-oriented quality education and training programmes in state-of-the-art areas.

ABOUT Physics Wallah Pvt Ltd:

Physics Wallah (PW) is a leading Indian EdTech organization founded in 2020 with the sole vision of providing quality education to each and every student in the nation. PW has a presence spanning online, offline, and hybrid modes, reaching youth of the last mile of India. PW is reshaping India's educational landscape by providing free quality and career-oriented education to more than five crores students through online, offline and hybrid mediums.

This Memorandum of Understanding (hereinafter called as the ‘MOU’) is signed on 9th day of Oct, 2024 at NIELIT HQ, New Delhi, India.

By and Between:

The National Institute of Electronics & Information Technology, NIELIT Bhawan, Plot No. 3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077, hereafter referred to as “**NIELIT**”, which expression, unless repugnant to the text or context thereof shall include its successors and permitted assigns of the First Party.

And

PHYSICSWALLAH PRIVATE LIMITED, a private limited company having its registered office at A-13/5, Sector-62, Noida, Gautam Buddha Nagar Uttar Pradesh-201309, and hereinafter unless

Intellectual Property rights owned by the other Party. Any Intellectual Property rights created by one Party without the use of or reference to the Intellectual Property rights or Confidential Information of the other Party will be and will remain the sole and exclusive property of the first Party.

Section-5.0: Confidentiality:

Both parties agree to keep any exchanged, acquired, or shared information confidential unless it is already public. Confidentiality obligations do not apply if the information:

- was already in the receiving party's possession,
- was received from a third party, not under confidentiality obligations,
- becomes public through no breach,
- is authorized or designated as non-confidential in writing by the disclosing party,
- is independently developed without using the disclosing party's confidential information, or
- is required by law or court order, with prior notification, to seek a protective order.

Upon termination, the receiving party shall:

- destroy all prepared or generated confidential information,
- return or destroy all other confidential information and copies, confirming destruction in writing, and
- retain a copy only if required by law or to resolve controversies, ensuring its confidentiality.

Equitable Relief: Any MOU violation causes irreparable harm, entitling the disclosing party to seek an injunction in addition to other legal remedies.


Section-6.0: Other Terms and Conditions:

Amendment: The MOU shall be amended only by written mutual consent of both the Parties to the MOU.

No Relationship: Nothing in this MOU shall constitute or be deemed to constitute a partnership between the Parties, nor render one the agent of the other for any purpose whatsoever. Neither Party shall have the right or authority, to assume, create or have the power to bind the other Party to contract or create any liability or obligation, expressed or implied, against, in the name of, or on behalf of another party.

Force Majeure: A Party shall be excused from performing its obligations under this MOU to the extent its performance is delayed or prevented by a Force Majeure Event provided that the affected Party promptly notifies the other of the occurrence of Force Majeure Event. For the purposes of this clause, "Force Majeure Event" means circumstances beyond reasonable control of a Party, including but not limited to, change in government policy, fire, flood, epidemic, act of God, war and riot. In case the Force Majeure Event continues for a period exceeding thirty (30) days, either Party shall have the right to terminate this MOU with immediate effect.

Notices: All notices, reports and receipts shall be in writing and shall be deemed duly given on (i) the date of personal or courier delivery; (ii) the date of transmission by telecopy or other electronic transmission service, provided a confirmation copy is also sent no later than the next business day as in (i), or confirmation of receipt is received, or (ii) the date of receipt by any other means of delivery.


शालोक त्रिपाठी/ALPK TRIPATHI
निदेशक (योजना/कौशल) एवं मुख्य परीक्षा नियंत्रक
Director (Scheme/Skilling) & Chief Controller of Examinations
राष्ट्रीय इलेक्ट्रॉनिक्स एवं सूचना प्रौद्योगिकी संस्थान (रा.इ.सू.प्रौ.सं.)
National Institute of Electronics & Information Technology (NIELIT)
नाइलिट भवन, प्लॉट नं.-3, पी एन पी पॉकेट, इस्टिडयूशनल एरिया
NIELIT Bhawan, Plot No. 3, PSP Pocket, Institutional Area
सेक्टर-8, द्वारका, नई दिल्ली-110077
Sector-8, Dwarka, New Delhi-110077




The address for service of notice to the respective Parties is as given below:

NIELIT Bhawan,
Plot No. 3, PSP Pocket, Sector-8, Dwarka,
NewDelhi-110077

Physics Wallah Pvt Ltd.,
A-13/5, Sector-62, Noida, Gautam Buddha Nagar,
Uttar Pradesh-201309

Either party may change its mailing address by written notice to the other Parties in accordance with this paragraph. The Parties may also later decide upon sharing each other's email ID for such notices etc.

Section-7.0: Duration of Engagement:

This MOU will be valid for a period of 3 years from the date of signing. Once the initial period of 3 years is over, the MOU will be extended for a further period of 3 years, with suitable changes (as per applicability) with mutual consent. If, for any reason, any one entity of the MOU is desirous not to continue with the engagement, the same can be done by giving advance notice of one month.

Section-8.0: Governing Law and Dispute Resolution:

This MOU shall be governed by and constructed in accordance with the laws of India

- (a) 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 Physics Wallah Pvt Ltd and NIELIT in connection with this MoU shall be referred to the designated officials of Physics Wallah Pvt Ltd and NIELIT for mutual discussions and negotiations.

If no settlement can be reached through mutual discussions and negotiations within [15 days] of either PW or NIELIT 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 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 and Conciliation Act, 1996 and seek the 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 place of arbitration shall be in Delhi;
- In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at Delhi 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.


श्रीलोक त्रिपाठी/ALOK TRIPATHI

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Sector-8, Dwarka, New Delhi-110077




the context otherwise requires to be referred to as “PW”, be deemed to include its affiliates, associates, and subsidiaries.

And have hereby decided that both parties would adhere to the following responsibility charter listed below:

Section-1.0: MOU Signatories:

The signatories of the MOU will be NIELIT and Physics Wallah Pvt. Ltd.

Section-2.0: Objective:

To develop skilled manpower in the domains of common interest, such as Artificial Intelligence, Computer Science, Data Science and other Emerging Technologies etc., through participatory modes such as training programs, summer internships, placements, field visits, workshops, conferences etc.

Section-3.0: Engagement and Scope:

The scope of the Memorandum of Understanding is as follows -

- PW shall offer NIELIT's courses to students on PW's offline and online platforms on mutually agreed terms.
- NIELIT shall offer PW's courses and training programs to students using NIELIT's platform mutually agreed terms.
- PW and NIELIT shall jointly collaborate to design and develop new courses in emerging technologies.
- PW and NIELIT shall collaborate for joint degree programmes within pertinent domains.
- To design and deliver training and certification programmes in AI, Data Science, and others and in the domain of mutual interest for students, academicians and industry professionals at the national and international level on mutually agreed terms.
- Certifications, diploma and degree/online degree courses shall also be launched by NIELIT and PW in collaboration with Foreign Universities/Institutions on mutual agreement.
- To mutually plan and conduct lectures/ workshops/ symposia/ conferences/other similar events in mutually agreeable areas at the national/international level.
- To mutually conduct Faculty/Employee Development Programmes as per the expertise on a need basis on mutually agreed terms.
- To offer NIELIT student summer internships, placements, field visits, academic projects, and exchanges in areas of common interest.
- To mutually collaborate for R&D in AI, Data Science, others and in the domains of mutual interest as per industry demand on mutually agreed terms.

Section-4.0: Intellectual Property:

All Intellectual Property, including, but not limited to, copyrights, software and database rights, patents, trade secrets, trademarks, rights in designs and all other Intellectual Property or other proprietary rights (“Intellectual Property”) owned by one Party prior to the date of this MOU will continue to be owned by that party. All Intellectual Property rights made available by one Party to the other Party in connection with this MOU, or otherwise, will remain the sole property of, and vest in, the First Party or its licensors. Neither Party will gain, by virtue of this MOU, any rights in or to any

In Witness Whereof, the Parties have set their hands and seals hereto on the day and date first mentioned.

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NIELIT Regional Area

Alok Tripathi

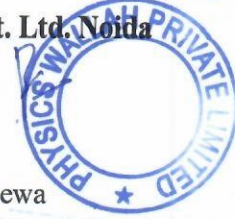
By: Dr. Alok Tripathi
Title: Director (Scheme/Skilling) & Chief
Controller of Examination

Witness:

Kartik B

Physics Wallah Pvt. Ltd, Noida

Kartik Baldewa



By: Mr. Kartik Baldewa
Title: Vice President

Himanshu Mohan

(HIMANSHU MOHAN)

Witness: