MEMORANDUM OF UNDERSTANDING

BETWEEN

P.K University

Village Thanra, NH-27, Jhansi – Shivpuri

Highway, Tehsil karera, District Shivpuri, Madhya Pradesh 473665

(First Party)

AND

8, Balaji Estate Kalkaji, New Delhi -110019.

(Second Party)

This Memorandum of Understanding is made on this 15th day of the month of September in the year 2026

VICE CHANCELLOR
P.K. UNIVERSITY
SHIVPURI (M.P.)

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter, **"MOU" / "Agreement"**) is made on this **Date: 15/09/2026** at **New Delhi.**

BY AND BETWEEN:

P.K University, located on Village Thanra, NH-27, Jhansi - Shivpuri Highway, Tehsil Karera District Shivpuri, Madhya Pradesh, India, is a private university. It was established under Section 2(f) of the UGC Act, 1956, via Madhya Pradesh Government Act No. 17 of 2015 (hereinafter referred to as **(P.K University)** which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in office and assigns) of the FIRST PARTY;

AND

NIIT FOUNDATION a society registered under the Societies Registration Act 1860 and registered for the Charitable purpose under section 12A & 80G of Income Tax Act, 1961, having its registered office at 8, Balaji Estate, Kalkaji, New Delhi-110019 (referred to as "**NF**" which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in office and assigns) of the SECOND PARTY.

P.K University and NF may hereinafter individually be referred to as "Party" and collectively referred to as "Parties".

WHEREAS:

a) **P.K University** seeks to transform higher education in India by creating a world-class infrastructure and an innovative teaching, learning, and research environment. It has become the foremost organization in the area, having PG and UG, 200+ faculty members, more than 3000+ students with state-of-the-art infrastructure and technology to provide quality education.

b) **P.K University** intends to further its goal of community transformation and will be bringing the strength of community engagement and training to the partnership.

c) NF intends to positively impact the youth of the country through its educational process. NF will bring in quality course material and the educational process to the partnership.

d) NF has approached **P.K University** with the intent to conduct the course for **their** students with the support of NF Training team through Hybrid mode.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **SCOPE**

A. The purpose of this MoU is to establish collaboration between the Parties for conducting student training programs related to cyber security, Artificial Intelligence, and employability skill development.

B. The training programs shall be delivered through Hybrid Mode, including:

   a. Online sessions through Learning Management System (LMS)

   b. Instructor-led training

   c. Offline awareness or orientation sessions where feasible

C. NF will support for implementing the courses adherence to the Student Lifecycle framework as per **Annexure - I** through hybrid mode.

D. In this venture, **P.K University,** will be responsible to support NF for successful implementation of the courses delivered by NF training team via Hybrid mode.

2. **PROGRAM IMPLEMENTATION AND MODUS OPERANDI**

The program shall be executed through the following structured stages:

2.1 Awareness and Orientation

Joint awareness sessions shall be conducted to inform students about the program.

2.2 Student Enrollment and Screening

- NF shall conduct eligibility screening of students.
- **P.K University,** shall mobilize and register eligible students.

2.3 Course Delivery

Training shall be conducted through:

- LMS-based learning
- Instructor-led sessions
- Self-paced modules

2.4 Attendance Monitoring

- Online attendance shall be tracked through LMS records.
- Offline attendance shall be maintained by the **P.K University**.
- **P.K University,** shall ensure minimum 90% student attendance.

2.5 Assessment and Certification

NF shall conduct assessments and issue certificates to successful students.

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3. BENEFITS TO P.K University

The collaboration shall provide the following benefits:

- Industry-aligned training exposure for students
- Enhancement of student employability skills
- Access to structured cyber security and AI course content
- Faculty exposure to industry practices
- Institutional recognition as implementation partner
- **P.K University,** may promote student participation subject to prior written approval for brand usage

4. OBLIGATIONS OF P.K University

4.1 Spread awareness for the course at **P.K University** and mobilize the students for the training.

4.2 Share the student details as per the format shared by NF via Google form.

4.3 Coordinate with students in order to achieve 90% class attendance in each program training.

4.4 Ensure that every student completes all admission formalities of NF related to document submission etc. before the start of program training.

4.5 Ensure that every student should complete the final assessment and feedback post program training.

4.6 Support in aligning students for interviews as per the opportunities shared by NF.

4.7 Share student's placement record who have done any course offered by NF through Training and Placement Office (TPO)

4.8 Facilitate training infrastructure for offline sessions where required

4.9 Monitor student attendance and participation

4.10 Encourage students to complete assessments and feedback processes

5. OBLIGATIONS OF NF

5.1 Conduct pre-screening of the students before enrollment to check the eligibility criteria.

5.2 Provide course content access with proper objectives and guidelines to the students. For this **no fee** will be charged by NF.

5.3 Post program completion, conduct online assessment of the student with the support of **P.K University.**

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5.4 Provide certificate to the students who complete the courses successfully.

5.5 Support in finding the placement opportunities to the eligible student who successfully completed the program.

5.6 NF shall not guarantee placement or employment outcomes.

6. PROGRAM FUNDING

The program is implemented as a CSR initiative by NF.

6.1 No training fee shall be charged

6.2 Placement support shall be facilitative and not guaranteed

7. EVENTS, SPONSORSHIP AND COMPETITIONS

The Parties may mutually collaborate in organizing awareness programs, workshops, or competitions.

7.1 NF may support such initiatives under CSR initiatives subject to internal approvals and fund availability.

7.2 NF shall not be obligated to provide sponsorship unless agreed separately in writing.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 It is hereby unconditionally agreed and explicitly understood by and between the parties here to that the brand 'NIIT' is a distinctive and a well-known trademark in so far as India is concerned and for which NIIT has sought statutory protection for the same.

8.2 Nothing contained in herein shall be deemed to grant either directly or by implication, estoppels, or otherwise, any license to **P.K University,** under any patents, copyrights, trademarks or trade secrets of NIIT, NIIT Foundation or of the NIIT Group of companies ("NIIT Group")

8.3 In order that the either party may protect its trademarks , service marks, trade names, trade secrets, corporate slogans, corporate logos, product designations (collectively the "Marks") and its goodwill, both parties agree that they shall have no right to use the Marks in the sales or advertising of any Products or services or on any business forms, sales, advertising or promotional materials, websites, letterhead, business cards or other business supplies or materials, whether in writing, orally or otherwise, without the prior written consent of the other.

8.4 Where NF has given its consent to the use of its' Intellectual Property, **P.K University** acknowledges and agrees that its use thereof shall ensure solely to the benefit of NIIT, NF and/or the NIIT Group. **P.K University** shall not remove, alter or obliterate any trademarks, trade names, corporate logos, slogans or product designations appearing on

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the promotional and educational material. NF retains ownership of training content and LMS materials.

8.5 Student projects and assignments developed during training shall remain intellectual property of respective students.

8.6 **P.K University,** and NF confirm that they shall not disclose or distribute this MOU, any information about or contained in this MOU, or any other information received by them pursuant to or under this MOU, to any third party except to their legal advisors or other statutory bodies or to the extent as may be authorized in writing to do so by **P.K University,** and NF respectively.

AND TERMINATION

9.1 **Term**: This MOU shall be valid for a period of three (3) year from the Effective Date (hereinafter the "Term") unless terminated in accordance with the terms of this MOU. It is hereby agreed between the Parties that the Term may be renewed for a further period and upon such terms and conditions as may be mutually agreed by the Parties, in writing.

9.2 **Termination** Either Party may terminate this MOU by providing thirty (30) days written notice to the other Party without assigning any reason for the same.

9.3 In the event of termination, each Party will fulfill all its respective obligations that accrue up to the date of such termination. Further, **P.K University,** shall forthwith return all Confidential Information and copies thereto to NF.

10. **REPRESENTATION AND WARRANTY**

10.1 The Parties have full legal right, power and authority, including all Intellectual Property Rights to enter into this MOU and to perform all of their obligations in accordance with the terms and conditions of the MOU.

10.2 The Parties have requisite power and authority to execute, deliver and perform its obligations under this MoU and have been fully authorized by all requisite corporate actions to do so.

10.3 The Parties hold and shall continue to hold all applicable statutory and regulatory permissions, approvals, licenses, consents and permits for the running and operation of its establishment, for the conduct of its business, more particularly for performing their obligations as contemplated under this MOU.

10.4 The Parties shall comply at all times, with all applicable laws, industry codes, applicable standards or other regulations including any judicial, official,

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governmental, statutory, regulatory orders and/or judgments whether interim, final or otherwise or with any other contract to which either Party is a party to or directions issued under applicable law.

10.5 The Parties have no bankruptcy, winding up or other liquidation proceedings pending or being contemplated by them or against them or threatened against them.

10.6 The Parties have no legal proceedings pending or contemplated by it or against it or threatened against it that would materially or adversely affect its ability to perform its obligations under this MOU.

10.7 The Parties shall comply with all applicable laws and guidelines, as applicable to it, to perform its obligations under this MOU.

11 STUDENT CONTINUITY CLAUSE

In case of termination:

11.1 Enrolled students shall be allowed to complete courses

11.2 NF shall ensure assessment and certification completion

12 CONFIDENTIALITY

12.1 Either Party shall not disclose any confidential and proprietary information (including any written, tangible and/ or intangible information) belonging to the other Party, to any third party, without the express written permission of the other Party. The information disclosed by the disclosing Party will be used only for the purpose as specified in this MoU. This Clause shall not apply to information that is:

a) in the public domain
b) already known to **P.K University,** at the time of disclosure;
c) rightfully obtained by NIIT Foundation on a non-confidential basis from a third party
d) required to comply with orders of judicial and/or governmental authorities that have jurisdiction over such Party or as otherwise required by law

12.2 Student data included under confidentiality

12.3 Data protection law compliance

12.4 Confidentiality survives termination for 3 years

13 Data Protection and Privacy:

The Parties acknowledge that, under the Digital Personal Data Protection Act, 2023 ("DPDP Act") and other applicable data protection, privacy and information technology laws, each Party shall act as an independent and distinct Data Fiduciary in respect of the Personal Data processed by it under this Agreement. For personal data provided by the

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College to the NGO for the agreed purposes college will ensure adequate consents are in place before transferring such data. Any data collected by NGO directly from the trainees/students by trainers or representatives privacy compliances will be complied including consents.

Each Party shall collect and process only the minimum Personal Data necessary for the agreed purposes and shall implement appropriate technical and organisational measures to protect such data against unauthorised access, use, disclosure, alteration, loss or destruction. Where either Party engages any vendor, processor or sub-processor for processing Personal Data on its behalf, it shall ensure that such third party is subject to appropriate privacy, confidentiality and security obligations. Each Party shall remain responsible for any Personal Data Breach arising from its acts or omissions or those of its respective vendors, processors or sub-processors and shall promptly notify the other within 48hours Party where such breach affects Personal Data shared by the other Party.

Each Party shall provide reasonable cooperation in relation to applicable Data Principal requests, regulatory inquiries and Personal Data Breaches concerning Personal Data exchanged or collected under this Agreement. Subject to applicable legal, regulatory or statutory retention requirements, each Party shall securely delete Personal Data when it is no longer required for the agreed purposes, or upon reasonable request of the other Party where applicable. Neither Party shall use Personal Data received or collected in connection with the programme for the development, training, fine-tuning, testing or improvement of AI/ML systems, including through anonymisation or aggregation, unless expressly authorised in writing or otherwise permitted under Applicable Law. Further, any sharing of Personal Data under this Agreement shall be limited strictly to the purposes expressly agreed between the Parties and shall not be used or disclosed for any other purpose.

14 **INDEMNITY**

P.K University, shall indemnify, defend, and hold harmless NF from and against any losses, claims, damages, liabilities, actions, penalties, fines, cost and expended including attorneys' fees arising out of, (a) any action or omissions or breach of any provisions of this MOU by **P.K University,** including any harm to the reputation or goodwill of NF attributable to the acts or omission of **P.K University**; and/or (b) any breach of any applicable law by **P.K University**; and/or (c) any breach of obligations, representations and warranties as set out in this MoU and/or (d) infringement of any Intellectual Property Rights of NF or any third party by **P.K University.**

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15 GOVERNING LAW AND DISPUTE RESOLUTION

This MOU shall be governed by, and construed and enforced in accordance with, the laws of India and the courts of New Delhi shall have the jurisdiction to preside over matters arising hereunder. Parties shall first endeavor to resolve their disputes amicably within fifteen (15) days from the date on which the dispute was first notified. Failing which, the dispute shall be referred to court.

16 MISCELLANEOUS

16.1 Entire agreement: This MOU set forth the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior contracts, agreements, communication, discussions, representations and warranties, whether oral or written between the Parties hereto with respect to the subject matter hereof (including but not limited to the MOU)

16.2 Section Headings: The section headings of this MOU are for convenience of reference only and shall not be deemed to alter or affect any provisions hereof.

16.3 Severability: In the event that any provisions or any part of any provision of this MOU shall be void or unenforceable for any reason whatsoever, then such provisions shall be stricken and shall be of no force and effect, and to the extent possible, shall be replaced by similar provisions or parts which are not void and/or are enforceable.

16.4 Amendments: Amendments must be in writing and signed by both parties

16.5 No Third Party Rights: Nothing in this MOU, whether express or implied, is intended to confer any rights or remedies under or by reason of this MOU on any persons other than the Parties to it and their respective successors and assigns, nor is anything in this MoU intended to relieve or discharge the obligation or liability of any third persons to any Party to this MOU, nor shall any provisions give any third persons any right of subrogation or action over and against any Party to this MOU.

16.6 Assignment: The Parties may assign any of its rights or transfer by novation of its rights and obligations under the MOU with a prior written approval of the other Party. Notwithstanding the aforesaid, NF will be free to assign its rights and obligations to any of its affiliates.

16.7 Compliance: The Parties will not be bound to comply with any provisions of this MOU if such compliance would be in contravention or contradictory to the applicable law of the land. In such a circumstance the Parties will inform each other immediately and take necessary steps to comply with the applicable laws.

16.8 Notices: Any notice or communication under or in connection with this MOU shall be given or sent by mail, electronic mail, courier or personal delivery at the respective address of the Parties set out herein below or at any other revised addresses which may be notified, in writing, against clear acknowledgement by Parties at a later date.

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For P.K University:

Attention: Mr. Neeraj Gaur
Address: P.K University, Village Thanra, NH-27, Jhansi - Shivpuri Highway, Tehsil Karera District Shivpuri, Madhya Pradesh
Email: tpo@pkuniversity.edu.in
Mobile: 09243500473

For NIIT Foundation:

Attention: Nitesh Sharma
Mobile- 09716539898

IN WITNESS WHEREOF the Parties have by duly authorized representatives of **P.K University:** their respective hands and seal on the date first above written in the presence of:

Signed by:

Prof (Dr.) Mukesh Chansoria
Authorized Signatory
For and on behalf of
P.K University
(FIRST PARTY)

VICE CHANCELLOR
P.K. UNIVERSITY
SHIVPURI (M.P.)

Charu Kapoor

Signed by:

NIIT Foundation New Delhi

Dr. Charu Kapoor
Authorized Signatory
For and on behalf of
NIIT FOUNDATION
(SECOND PARTY)

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Annexure – I

Student Lifecycle

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Course Details

Course	Module Description	Duration	Target Audience	Mode
Cyber Awareness AI Basic	Common cyber threats, safe internet practices, secure social media use	02 Hour	Open for all 14 years and above	Self-learning/Instructor Led
Cyber Smart AI Prime	This foundational cybersecurity course equips students with in-depth knowledge of core security concepts, network protocols, cryptography, and integrates key AI concepts, preparing their basics for higher educational proficiencies and career progression and in the cybersecurity field.	30 Hours	College students, graduates & ITI/Polytechnic students	Self-learning/Instructor Led
Cyber &AI Workforce	This comprehensive course equips working professionals and college students with in-depth cybersecurity knowledge, covering network fundamentals, threat analysis, defense mechanisms, digital forensics, and key AI concepts, preparing them for career advancement in the cybersecurity field.	140 Hours	Working Professionals/ Final Year College Students	Instructor Led
Internship Program in Cyber Smart & AI	Designed to provide a project-based learning to the college students with real life scenarios.	40 Hours	College students, graduates & ITI/Polytechnic students	Instructor Led
Internship Program in Cyber & AI Workforce	Participants learn how SOC teams detect and respond to security incidents. SOC operations, intrusion analysis & NICE Framework-aligned professional skills	140 Hours	Working Professionals/ Final Year College Students	Instructor Led

Note: Based on mutual requirements and confirmation, additional courses may be included alongside the above-mentioned courses for the University.

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Annexure – II

Student Data Format

P.K University, Shivpuri (Madhya Pradesh) are requested to submit student details in the prescribed format to the NIIT Foundation team for enrollment into the program

Student Name	DOB	Father Name	Gender	Mobile No.	Email ID

Declaration: This is to declare that the details being requested by **NF**— including Name, Email ID, and Contact Number — are being collected **solely for the purpose of issuing course certifications** to eligible participants. The information will be used strictly for internal records and certification processing, and will not be shared with any third party, except with the Donors, where reasonably required for purposes including audits and legal compliances.

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