

## MEMORANDUM OF UNDERSTANDING

Between

**National Institute of Electronics & Information Technology  
(‘NIELIT’)**

And

**Yashoda Medicity**

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and executed on Friday, 16<sup>th</sup> January 2026, at Indirapuram, Ghaziabad.

**BY AND BETWEEN**

**The National Institute of Electronics & Information Technology** is an autonomous scientific society under the administrative control of Ministry of Electronics & Information Technology (‘MeitY’), Government of India, having its office at NIELIT Bhawan, Plot No.3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077, **hereinafter Called "NIELIT"**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators and assigns of the **FIRST PARTY**.

**AND**

**Yashoda Medicity** is a large, multi-specialty hospital in Indirapuram, Ghaziabad, that is part of the Yashoda Group of Hospitals, having its office at Niti Khand 3, Shakti Khand 2, Indirapuram, Ghaziabad, Uttar Pradesh 201014, **hereinafter Called "Yashoda Medicity"**, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its executors, administrators and assigns of the **SECOND PARTY**.

**NIELIT and Yashoda Medicity** are hereinafter collectively referred to as the “Parties” and individually as “the Party”.

**WHEREAS**, NIELIT is set up to carry out human resource development and related activities in the field of Information, Electronics & Communications Technology (IECT). NIELIT is engaged both formal & non-formal education in the area of IECT besides development of industry-oriented quality education and training programs in state-of-the-art technologies.

**WHEREAS**, Yashoda Medicity has ‘Trinity of Mission’- Patient care, Education & Research. Yashoda Medicity aims to provide advanced, accessible, and high-quality healthcare through a modern facility with a focus on patient care, comprehensive services, and the integration of cutting-edge technology like robotic surgery. It also aims to accelerate the adoption of robotic-assisted surgery in India by training surgeons and developing a skilled workforce for the future.

**AND WHEREAS**, both parties have held discussions and agreed to collaborate to synergise

their mutual strengths in the public interest and deliver a greater good for society.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES MADE AND THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

## 1. OBJECTIVE OF THE COLLABORATION:

The objective of this Memorandum of Understanding (MoU) is to establish a collaborative framework between NIELIT and Yashoda Medicity / Yashoda Cradle & Children's Hospital to jointly foster innovation, enhance healthcare delivery, and strengthen the capabilities of medical professionals through advanced skilling, technology adoption, and research-driven initiatives.

## 2. UNDERSTANDING AND COLLABORATION POINTS:

The scope of this MoU is designed to leverage NIELIT's expertise as a skill development institute and Yashoda Medicity/ Yashoda Cradle & Children's Hospital's clinical excellence, to jointly advance healthcare innovation, AI adoption, and capacity-building for medical professionals.

- a) **Joint Curriculum & Capacity Building:** NIELIT will design and deliver industry-aligned curriculum and upskilling programs covering foundational and advanced AI, data analytics, robotics, simulation, medical technologies, IT skills, medical electronics, data management, and cybersecurity for clinical and non-clinical staff.
- b) **Knowledge & Expertise Sharing:** Both parties will confidentially exchange relevant knowledge, domain expertise, and research insights to define collaborative goals and capabilities.
- c) **Collaboration Framework:** The parties will establish the required framework, roles, and responsibilities to support effective joint activities and seamless execution.
- d) **Advanced AI Integration:** NIELIT and Yashoda Medicity will collaborate on AI-enabled clinical pilots in diagnostics, surgery, predictive analytics, personalized medicine, and patient care. The partnership will also advance robotics, 3D printing, cloud computing, simulation, and digital twin technologies, including co-development of AI algorithms and clinical models.
- e) **Digital Twins & Immersive Training:** The parties will jointly create digital twin platforms and AR/VR modules for simulation-based learning, scenario practice, remote training, and immersive, risk-free skill development.
- f) **Joint R&D:** Both sides will undertake R&D in healthcare AI using anonymized data, combining clinical insights with technical innovation to develop medical AI solutions and support medical device integration.
- g) **AI/ML Training & Awareness:** Joint programs, workshops, and awareness sessions on AI, ML, and data analytics will be delivered for healthcare staff to enhance digital competency and responsible AI use.
- h) **Innovation & Solution Development:** The parties will explore and develop AI-driven healthcare tools and solutions broadly, without limiting the partnership to predefined use cases.
- i) **Workshops & Exchange Sessions:** Regular workshops, seminars, and knowledge-exchange events will promote learning, innovation, and technology adoption in healthcare.

2. **IMPLEMENTATION PROCESS:** NIELIT and Yashoda Medicity will identify their respective nodal officers to define the framework, including the feedback process and coordinate this initiative. Both Parties may also form a sub-committee to deliberate on the implementation methodology and to guide and monitor the progress of implementing the MoU.

3. **ADDENDUM FOR OTHER PROJECTS:** If the Parties envisage any project requiring payment of fees, then both Parties will sign separate addendums on project-to-project basis. Which will be subject to approval from the Scientific Advisory Committee, Institutional Financial Committee and Governing Body committee of YASHODA MEDICITY and likewise the approval bodies in NIELET.
4. **TERM OF THE MoU:** The MoU shall be effective from the date of execution and shall remain in-force for a period of Five (5) years unless terminated earlier in accordance with this MoU or completion of the obligations mentioned under this MoU.
5. **EXTENSION OF THE MoU:** Based on mutual discussions about the work completed during the term of this MoU, any additional opportunities can be included and the extension will be finalized after signing a separate addendum for such additional activities within the broader scope of this MoU.
6. **DELIVERABLES & REPORTING:** All deliverables and reports pertaining to the project shall be elaborated in the proposal to be shared, whenever required.
7. **OBLIGATION OF THE PARTIES:** The parties agree to display NIELIT and YASHODA MEDICITY logos, in relation to a project-on-project site, its resource materials, annual report(s), newsletters, certificates and its website. To this extent, both Parties shall ensure that the intellectual property rights of each other are not violated. Both the Parties shall exercise reasonable skill, care and diligence in the performance of their respective obligations under this MoU. NIELIT and YASHODA MEDICITY shall ensure that all the project obligations are met as per project wise addendum, which is to be executed separately. There will be no financial obligations of either party to the other unless otherwise specified in the collaborative projects.
8. **TERMINATION:** Each Party has the right to terminate this MoU by giving 90 days advance notice to the other Party or on a mutually agreeable basis. Without prejudice to the foregoing, steps shall be taken to ensure that the termination of this MoU will not compromise or discriminate against any of the activities undertaken.
9. **OTHER TERMS & 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 a 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, subject to fulfilling its outstanding obligations to ensure that the candidates undergoing such training programs are not

impacted by termination of this MoU.

**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) or other electronic transmission service such as E-Mail, 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.

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

**NIELIT**

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

**YASHODA MEDICITY**

Niti Khand 3, Shakti Khand 2,  
Indirapuram,  
Ghaziabad, Uttar Pradesh 201014,

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.

**10. CONFIDENTIALITY:**

The Parties shall keep all data or information disclosed by each other in connection with this MoU, confidential, use it only for the purpose of this Project, protect it from unauthorized use, reproduction, access and damage or destruction and employ the same degree of care as it would employ to protect its own confidential information. Under such an eventuality wherein the information is required to be shared with statutory bodies, each party must intimate the other party of such disclosure at least Three (3) days before submitting the information to the statutory bodies. The Parties shall not disclose to any third party any confidential information arising from the MoU (other than in the proper performance of their duties hereunder or as may be required by a court or arbitration panel of competent jurisdiction) except with the prior written permission from the other Party.

For this Clause, "Confidential Information" shall mean information relating to proprietary, technological, economic, financial, legal, administrative, personal identification information, business or technical matters of both Parties.

**11. INTELLECTUAL PROPERTY RIGHTS (IPR):**

1. Research results and study materials (e.g., reports, articles, or publications) may be exchanged freely, subject to mutually agreed IPR terms.
2. Intellectual Property (IP) solely created by either Party during this MoU shall remain the property of that Party.
3. Jointly developed IP shall be co-owned and used based on terms mutually agreed in good faith.

Both Parties shall acknowledge each other appropriately in any publication or presentation arising

from joint efforts under this MoU, unless otherwise agreed in writing.

## 15. GOVERNING LAW AND DISPUTE RESOLUTION:

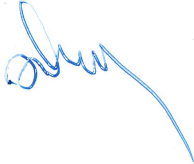
15.1 The Parties shall attempt to **amicably settle all disputes arising out of this MoU** and the obligations hereunder ("Dispute"). Either Party may give written notice of a dispute to the other Party within ten (10) days of the occurrence of the event which gives rise to such Dispute or the date such event comes to the notice of the applicable Party. Any dispute between NIELIT and YASHODA MEDICITY in connection with this MoU shall be referred to the designated officials of NIELIT and YASHODA MEDICITY for **mutual discussions and negotiations**.

15.2 If no settlement can be reached through mutual discussions and negotiations within 15 days or if both the Parties fail to 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:

- i. The arbitration proceedings shall be conducted in English;
- ii. The place of arbitration shall be at Delhi;
- iii. In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at Delhi shall have exclusive jurisdiction;
- iv. The costs of arbitration shall be borne as determined in the arbitration award;
- v. The decision of the arbitrator(s) shall be final and binding on the Parties.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this mutually binding Memorandum of Understanding as on the date first written above.

For NIELIT



Name: Dr. M M Tripathi

Designation: Director General

डॉ. मदन मोहन त्रिपाठी / Dr. Madan Mohan Tripathi  
महासंचालक / Director General  
राष्ट्रीय इलेक्ट्रॉनिक विज्ञान संस्थान (रा.इ.सू.प्रौ.सं.)  
National Institute of Electronics and Information Technology (NIELIT)  
सचिवालय भवन, प्लॉट नं. 3, पीएसपी पॉकेट, इण्टिग्रेटेड यूनिवर्सल एरिया  
NIELIT Bhawan, Plot No. 3, PSP Pocket, Institutional Area  
सैक्टर-8, गिआ, नई दिल्ली-110077  
Sector-8, Gurgaon, New Delhi-110077

Witness:

1.



For YASHODA MEDICITY

Name: UPASANA ARORA

Designation: MANAGING DIRECTOR

Stamp:



Witness:

1.

