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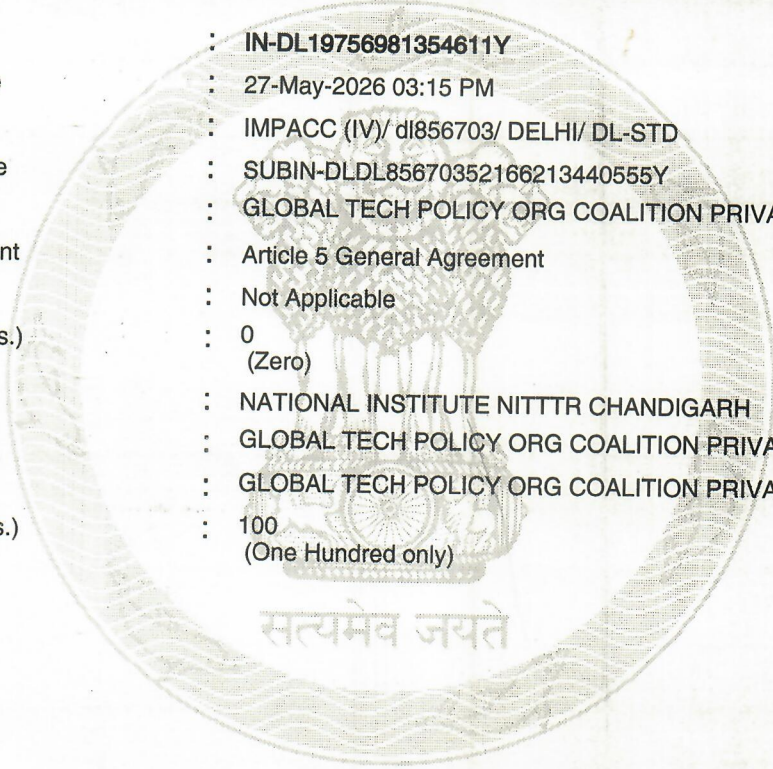
Government of National Capital Territory of Delhi

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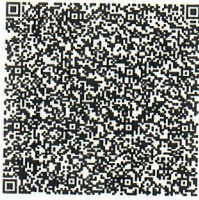
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Certificate No.	: IN-DL19756981354611Y
Certificate Issued Date	: 27-May-2026 03:15 PM
Account Reference	: IMPACC (IV)/ dl856703/ DELHI/ DL-STD
Unique Doc. Reference	: SUBIN-DL85670352166213440555Y
Purchased by	: GLOBAL TECH POLICY ORG COALITION PRIVATE LIMITED D
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: NATIONAL INSTITUTE NITTTR CHANDIGARH
Second Party	: GLOBAL TECH POLICY ORG COALITION PRIVATE LIMITED DELHI
Stamp Duty Paid By	: GLOBAL TECH POLICY ORG COALITION PRIVATE LIMITED DELHI
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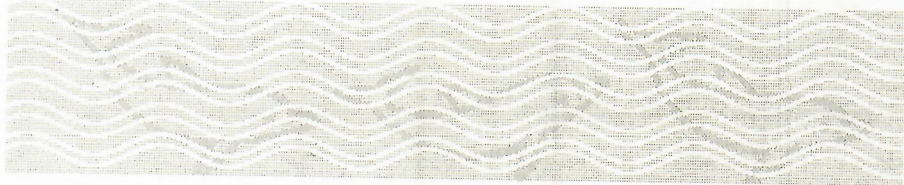
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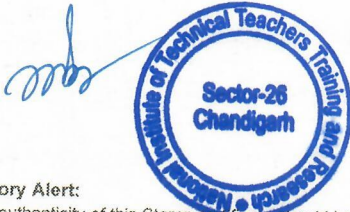
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MEMORANDUM OF UNDERSTANDING

(MoU)

GLOBAL TECH POLICY ORG COALITION PVT. LTD.

Amit Kumar
Authorised Signatory



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Between



National Institute of Technical Teachers Training and Research
(NITTTR), Chandigarh

And



Global Tech Policy Org Coalition Private Limited (GTPCPL), Delhi

MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding ("MoU") is made and executed on this 27th day of May, 2026 at, Chandigarh, (India).

National Institute of Technical Teachers Training & Research (NITTTR), Chandigarh, Deemed to be University (Distinct Category), MoE, Government of India, Sector 26, Chandigarh, 160019 on the ONE PART.

AND

Global Tech Policy Org Coalition Private Limited (GTPCPL), a company incorporated under the Companies Act, (hereinafter referred to as "GTPCPLD" or the "OTHER PART).

1. PREAMBLE & PARTIES

National Institute of Technical Teachers Training & Research (NITTTR), Chandigarh, an autonomous institute under the Ministry of Education, Government of India, having its office at Chandigarh (hereinafter referred to as "NITTTRCHD" or the "First Party").

AND

Global Tech Policy Org Coalition Private Limited (GTPCPL), Delhi a company incorporated under the Companies Act, having its registered office at Delhi (hereinafter



GLOBAL TECH POLICY ORG COALITION PVT LTD

[Signature]
Authorized Signatory

referred to as “GTPCPLD” or the “Second Party”).

NITTTRCHD and GTPCPLD are hereinafter collectively referred to as the “Parties” and individually as a “Party.”

WHEREAS, NITTTRCHD is an autonomous institution under the Ministry of Education, Government of India, established for the purpose of technical education, training, research, and capacity building, and is recognized for its academic excellence and institutional expertise.

WHEREAS, GTPCPLD is a global technology policy, cybersecurity, and professional certification organization and coalition platform, engaged in advancing secure and responsible digital ecosystems through certification programs, executive education, policy advocacy, innovation initiatives, digital laboratories, cyber range environments, and global collaborations, bringing together governments, industry, academia, and civil society for capacity building and technology leadership.

WHEREAS, GTPCPLD has approached NITTTRCHD to collaborate for the design, delivery, assessment, certification, and awarding of professional Certification Courses / Programs in areas including all but not limited to Cybersecurity, Digital Forensics, Ethical Hacking, Industrial & Critical Infrastructure Cybersecurity, Artificial Intelligence, and other emerging technologies.

WHEREAS, both Parties, recognizing their respective strengths and capabilities, have agreed to collaborate for the development and delivery of high-quality, industry-relevant certification programs for capacity building and skill development.

NOW, THEREFORE, the Parties hereby agree to enter into this MoU on the terms and conditions set forth herein.

2. OBJECTIVES & SCOPE OF COLLABORATION

This MoU establishes a structured framework collaboration between the Parties for the design, delivery, assessment, certification, and awarding of jointly offered Certification Courses / Programs in the domain of Cybersecurity, Digital Forensics, Ethical Hacking, Industrial Cybersecurity, and related emerging technology areas. NITTTRCHD shall act as the Quality Check and Awarding Body, and GTPCPLD shall act as the Program Design, Delivery, Assessment, Operations, and Marketing Partner.

3. ACADEMIC STRUCTURE & GOVERNANCE

- GTPCPLD shall propose the initial Curriculum, Certification Framework, Examination Blueprint, and Module Architecture for each Certification Course /



Amith Banerjee
Authorised Signatory

Program.

- The Parties shall jointly review, deliberate, and finalise the Curricula.
- The content to be covered under each module by NITTTRCHD and GTPCPLD should be mutually decided.
- The finalized Curriculum shall be approved by a Joint Academic Committee constituted by both Parties.
- Any modification or revision in Curriculum shall be mutually approved in writing.

4. ROLES & RESPONSIBILITIES OF PARTIES

4.1 Responsibilities of NITTTR Chandigarh

- Participate in the finalization of curriculum and academic structure.
- Nominate faculty members for delivery of agreed modules and content.
- Conduct quality checks, and undertake moderation and validation of assessments prepared by GTPCPLD.
- Participate in viva, capstone evaluations, and other academic assessment processes.
- Act as the quality monitoring and awarding body for the Certification Programs.
- Issue jointly branded certificates in accordance with agreed standards.
- Ensure overall academic governance, integrity, and quality assurance of the programs.

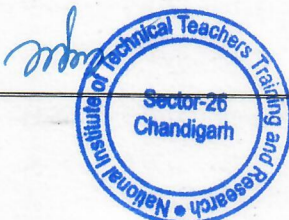
4.2 Responsibilities of GTPCPL Delhi

- Design certification architecture and framework.
- Develop course content and lab scenarios.
- Arrange Industry Experts and Corporate Resource Persons.
- Provide LMS, Cyber Range, AI Labs, ICS/OT Simulation environments.
- Conduct Examinations/Assessment (knowledge, practical, capstone).
- Handle admissions, enrolment, marketing, and global outreach.
- Provide proctoring and exam security.
- Issue certificates jointly with NITTTRCHD.
- Manage candidate support, CRM, and compliance.
- Bear operational, marketing, infrastructure, and financial risks.

5. FINANCIAL TERMS & SECURITY MECHANISM

5A. INITIAL PHASE

5A.1 All revenues generated from the jointly offered Certification Courses / Programs



shall be received in the designated bank account of NITTTRCHD.

5A.2 Revenue Sharing: The total revenue received in the NITTTRCHD account shall be proportionately shared on a weekly basis, after achievement of weekly milestones/ deliverables/ targets of both the parties as per below percentage to both the parties:

- 10% of the Course Fee per Candidate shall be transferred to NITTTRCHD as revenue share;
- 90% of the Course Fee per Candidate shall be transferred to GTPCPLD as revenue share.

5B. TRANSITION TO JOINT ACCOUNT MECHANISM (POST-THRESHOLD PHASE)

5B.1 Trigger Event:

Upon achievement of a cumulative enrolment of **five hundred (500) Candidates / Participants / Professionals / Students** across all Certification Courses / Programs conducted under this MoU **from the Effective Date**, the financial mechanism shall transition to a Joint Account structure.

5B.2 Transition Timeline:

The Parties shall establish and operationalize the Joint Account from the date of achieving the above threshold.

5C. FINANCIAL TERMS (POST-THRESHOLD – JOINT ACCOUNT PHASE)

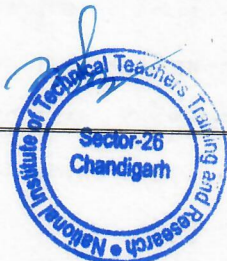
5C.1 A Joint Account shall be established and maintained for receiving all payments from Candidates / Participants / Professionals / Students, which shall be jointly operated by authorized signatories of both Parties.

5C.2 All fees for Certification Courses / Programs shall mandatorily be deposited into the Joint Account only.

5C.3 Revenue Sharing: The total revenue received in the NITTTRCHD account shall be proportionately shared on a weekly basis, after Achievement of weekly milestones/ deliverables/ targets of both the parties as per below percentage to both the parties by Joint signatures of both the parties as follows:

- 10% of the Course Fee per Candidate shall be transferred to NITTTRCHD as revenue share;
- 90% of the Course Fee per Candidate shall be transferred to GTPCPLD as revenue share.

5D. VERIFICATION & TRANSPARENCY



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1. The cumulative enrolment count for the purpose of the threshold shall be jointly verified and recorded by both Parties based on official enrolment and payment records.
2. Both Parties shall be responsible for bearing their respective Scope of Work costs, liabilities, statutory obligations, and operational expenses from their respective allocated funds.
3. Different Certification Courses / Programs may have different Course Fees as mutually decided.
4. The above Revenue Sharing Model shall remain applicable irrespective of enrolment volume unless modified by mutual written agreement.

6. RECURRING COST RESPONSIBILITY

Each Party shall bear its respective recurring costs as defined below and no additional financial liability shall be imposed on NITTTRCHD beyond its agreed scope.

Per Candidate Recurring Costs

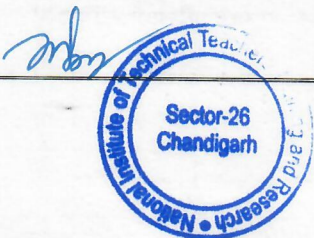
A. NITTTR Chandigarh

- Academic endorsement issuance
- Quality check
- Certificate authorization

B. GTPCPL Delhi

- Lab instance provisioning
- Cloud compute usage
- AI engine usage
- ICS / OT simulation usage
- Remote proctoring
- Identity verification
- Practical evaluation
- Executive report grading
- Capstone evaluation
- Conducting assessment
- Joint Certificate generation
- Candidate onboarding & support
- Payment gateway charges
- Compliance processing
- Any other activity (as per need)

Per Batch Recurring Costs



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Signatory

A. NITTTR Chandigarh

- Examination committee participation
- Academic moderation meetings
- Capstone panel participation

B. GTPCL Delhi

- Resource persons' honorarium
- Cyber Range activation
- Cloud hosting during batch
- AI lab allocation
- Marketing campaigns
- Sales team expenditure
- Program management
- Enrolment management
- CRM operations
- Legal & compliance monitoring
- Security monitoring & audit
- Curriculum updates
- Question bank updation

7. PROGRAM CONTINUITY, MINIMUM COMMITMENT & STEP-IN RIGHTS

- Minimum Batch Size to run a program is 10 participants.
- GTPCPLD shall furnish a Performance Bank Guarantee (PBG) in favor of NITTTRCHD for a fixed amount of INR 1,00,000/- (Rupees One Lakh Only), which shall remain constant and shall not be subject to escalation, enhancement, or revision during the tenure of this MoU, irrespective of the number of programs, batches, or revenue generated.
- The said Performance Bank Guarantee shall remain valid only for the duration of this MoU and any mutually agreed extension thereof, and shall automatically stand released upon completion or termination of this MoU, subject to fulfillment of obligations pertaining only to ongoing batches (if any).
- The Performance Bank Guarantee may be willful default, or abandonment of ongoing programs by GTPCPLD, and only after providing a prior written notice of thirty (30) days to GTPCPLD to cure such default.



- GTPCPLD shall not withdraw from, suspend, or discontinue any Certification Course / Program or any batch thereof on the grounds of low enrollment, insufficient participation, inadequate revenue generation, or any operational or financial constraints. GTPCPLD shall remain fully responsible for ensuring the successful completion of all batches once commenced.
- All batches once started must be completed as per agreed schedule, curriculum, and standards, regardless of participation or financial outcome.
- In the event of any of the following circumstances on the part of GTPCPLD:
 - Non-performance or failure to deliver program components as agreed;
 - Abandonment or unilateral discontinuation of the program;
 - Insolvency, liquidation, or any financial incapacity affecting program delivery;

NITTTRCHD shall have the full and irrevocable right to exercise **Step-In Rights** to take over the execution, management, and completion of the ongoing Certification Courses.

UPON INVOCATION OF STEP-IN RIGHTS, GTPCPLD SHALL:

- Provide complete access and handover of all relevant resources, including but not limited to Learning Management System (LMS), course content, student data, assessment records, and operational documentation, within a period of **seven (7) days** from such invocation;
- Extend full cooperation and provide necessary transition and technical support to NITTTRCHD for a minimum period of **thirty (30) days**, or until smooth continuation of the program is ensured, whichever is later.
- GTPCPLD shall remain fully liable for all financial obligations arising due to such non-performance, abandonment, or default, including but not limited to:
 - Costs incurred by NITTTRCHD in continuing and completing the program;
 - Additional expenses towards faculty, infrastructure, LMS, labs, or third- party services arranged by NITTTRCHD;
 - Refunds, or claims payable to enrolled participants, if any;

All such costs shall be recoverable from:

- The **Joint Bank Account**, including retained amounts;
- Any other dues payable to GTPCPLD under this MoU.

8. INTELLECTUAL PROPERTY, DATA OWNERSHIP & CONTENT RIGHTS

- Certification frameworks, content, lab architectures developed by GTPCPLD shall remain the intellectual property of GTPCPLD unless otherwise agreed and vice versa.
- All jointly offered Certification Courses / Programs shall be delivered under a co-



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branded framework, reflecting the association of both NITTTRCHD and GTPCPLD.

- NITTTRCHD shall have the rights to audit student details of their batches and will have real-time and unrestricted access to Students/ Candidates / Participants/ Professionals data including their attendance and assessment records. All student-related and program-related data shall be jointly owned.
- In the event of termination or default, NITTTRCHD shall have the non-exclusive right to use the course content solely for the purpose of completing ongoing batches (if any running) and fulfilling academic commitments of the ongoing batches only (if any running).

9. TERM, TERMINATION & EXIT MANAGEMENT

- **Duration of MoU:** This MoU shall remain valid for an initial period of 1 (O n e) year from the date of execution, unless extended or terminated earlier by mutual agreement.
- **Termination with Notice:** Either Party may terminate this MoU by providing prior written notice of one month, subject to compliance with the terms herein.
 - **Completion of Ongoing Batches:** In the event of termination, all batches that have already commenced shall be mandatorily completed in accordance with the agreed academic schedule and commitments.
 - **Exit Conditions:** Termination or exit shall be permitted only after ensuring closure of ongoing batches only (if any running) and safeguarding the academic interest of existing enrolled students batches (if any running).
 - **Notices:** All notices under this MoU shall be made in writing through email or registered post and shall be deemed duly served upon receipt by the concerned Party.
- **Confidentiality:** Both Parties shall maintain strict confidentiality of all sensitive information, including question banks, lab systems, financial arrangements, candidate data, and any other proprietary or strategic information shared under this MoU.

10. GOVERNING LAW & DISPUTE RESOLUTION:

- **Force Majeure:** If, the performance of the obligations under this Agreement is Prevented by reason of any contingencies, which could not have been reasonably avoided and are beyond the control of the parties, the party so affected shall not be liable to the other for damages to the extent of such prevention. Such contingencies include strikes of workers, fire, flood, explosion, pandemic, endemic, curfew, lockdown, restrictions, riots sabotage, acts of God and war or enemy action etc.
- **Governing Law:** This MoU shall be governed by and interpreted in accordance with



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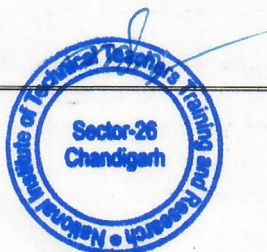
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the laws of India.

- **Dispute Resolution:** Any dispute, difference, or claim arising out of or in connection with this MoU shall, in the first instance, be resolved amicably through mutual discussions between the Parties within a period of 30 days.
- In case the dispute is not resolved within the aforesaid period, the same shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. Each Party shall appoint one arbitrator, and the two appointed arbitrators shall jointly appoint a third arbitrator, who shall act as the presiding arbitrator.
- The arbitration proceedings shall be conducted in the English language, and the seat and venue of arbitration shall be Chandigarh, India. The arbitral award shall be final and binding on both Parties.

11. GENERAL CLAUSES





- **No Partnership / Employment Relationship:** This MoU shall not be construed as creating any partnership, joint venture, or employer–employee relationship between the Parties.
- The scope of collaboration under this MoU shall be strictly limited to the specific certification courses and programs mutually agreed upon and actively conducted under this arrangement. This MoU shall not create any exclusivity, restriction, or obligation beyond such agreed and ongoing batches/programs.
- This MoU is non-exclusive in nature. GTPCPLD has the unrestricted right to independently design, develop, offer, and deliver certification programs, courses, and related initiatives, either directly or in collaboration with other institutions, organizations, or partners within India and across the globe.
- GTPCPLD is into similar or parallel collaborations with multiple academic institutions, industry bodies, government entities, and international organizations for jointly developing and delivering certification programs and initiatives across various domains, including but not limited to cybersecurity, artificial intelligence, machine learning, digital governance, and emerging technologies.
- Both Parties shall remain independent entities and shall be free to pursue their respective interests, initiatives, collaborations, and programs, including those similar in nature to the activities contemplated under this MoU, without any restriction, obligation, or conflict arising from this MoU.



- **Amendments:** Any amendment or modification to this MoU shall be valid only if made in writing and duly signed by authorized representatives of both Parties.
- **Entire Agreement:** This MoU constitutes the entire understanding between the Parties and supersedes all prior communications, discussions, or agreements.
- **Audit Rights:** NITTTRCHD shall have the right to audit financial records, enrollment data, LMS systems, and program delivery processes to ensure transparency and compliance.
- **Brand Protection:** Both Parties shall not misuse each other's name, logo, or branding, and shall not conduct any parallel or competing programs using the other Party's identity without prior written approval.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on the date and year first above written

FOR AND ON BEHALF OF

<p>National Institute of Technical Teachers Training and Research (NITTTR), Chandigarh</p>  <p>श्री. भोला राम गुर्जर / Prof. Bhola Ram Gurjar Prof. Bhola Ram Gurjar निदेशक / Director Director राष्ट्रीय तकनीकी शिक्षक प्रशिक्षण एवं अनुसंधान संस्थान National Institute of Technical Teachers Training & Research (Signature with seal) चण्डीयाद - 160019 / Sector 26, Chandigarh-160019</p>	<p>Global Tech Policy Org Coalition Private Limited (GTPCPL) Delhi</p>  <p>Director/ Official (Signature with seal)</p>
<p>Witnesses:</p> <p>1.  Dean (A & P)</p> <p>2.  Dr. Meenakshi Sood AD(ORG)</p>	<p>Witnesses:</p> <p>3. _____</p> <p>4. _____</p>