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 Account Reference : IMPACC (IV)/ dl921303/ DELHI/ DL-STD  
 Unique Doc. Reference : SUBIN-DL92130301512599520087X  
 Purchased by : AUTODESK INDIA PRIVATE LIMITED  
 Description of Document : Article 5 General Agreement  
 Property Description : Not Applicable  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : AUTODESK INDIA PRIVATE LIMITED  
 Second Party : DIRECTORATE GENERAL OF TRAINING UNDER MINISTRY OF SKILL DEVELOPMENT AND ENTREPRENEURSHIP  
 Stamp Duty Paid By : AUTODESK INDIA PRIVATE LIMITED  
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₹200

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MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 AUTODESK INDIA PRIVATE LIMITED  
 AND

DIRECTORATE GENERAL OF TRAINING UNDER MINISTRY OF  
 SKILL DEVELOPMENT AND ENTREPRENEURSHIP



This MEMORANDUM OF UNDERSTANDING ("MOU") sets forth certain binding and non-binding understandings and is effective as of August 11th, 2025, and is made and entered into by and between;

स्वाती सेठी, आई एस डी एस / Swati Sethi, I.S.D.S.  
 निदेशक/Director

स्वाती सेठी, आई एस डी एस / Swati Sethi, I.S.D.S.  
 निदेशक/Director

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MEMORANDUM OF UNDERSTANDING  
BETWEEN  
AUTODESK INDIA PRIVATE LIMITED  
AND  
DIRECTORATE GENERAL OF TRAINING  
(DGT) UNDER THE MINISTRY OF SKILL  
DEVELOPMENT AND ENTREPRENEURSHIP  
(MSDE)

This MEMORANDUM OF UNDERSTANDING ("MOU") sets forth certain binding and non-binding understandings and is effective as of August 14, 2025 and is made and entered into by and between;

**AUTODESK INDIA PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at 4th Floor, Block Sunriver, Embassy Golflinks Business Park Survey No. 10/2A and 10/2B, Intermediate Ring Road, Challaghatta Village, Domlur, Bengaluru 560071, India (hereinafter referred to as "Autodesk"), which expression shall include its successors and permitted assigns) of the FIRST PART,

AND

**THE DIRECTORATE GENERAL OF TRAINING** in the Ministry of Skill Development and Entrepreneurship is the apex organisation for development and coordination at the National level for the programmes relating to vocational training, including Women's Vocational Training, headquartered at 7<sup>th</sup> Floor, Kaushal Bhawan, New Moti Bagh, New Delhi- 110023 (hereinafter referred to as "DGT"), which expression shall include its successors and permitted assigns) of the SECOND PART.

Autodesk and DGT are individually referred to as a "Party" and collectively as "Parties".

**RECITALS:**

- DGT in the Ministry of Skill Development and Entrepreneurship is the apex organisation for development and coordination at the National level for the programmes relating to vocational training, including women's vocational training.
- Autodesk is a multinational software corporation that makes software products and services for the architecture, engineering, construction, manufacturing, media, education, and entertainment industries.
- Based on the complementary expertise of the Parties, the Parties wish to collaborate to improve the design and drafting skills of the faculty/ trainers in National Skill Training Institutes (NSTIs) and Industrial Training Institutes (ITIs) through electronic downloads or other modes of delivery.



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निदेशक/Director  
डी.जी.टी., कोशल विकास और उद्यमशीलता मंत्रालय  
D.G.T., Ministry of Skill Development and Entrepreneurship  
भारत सरकार/Govt. of India  
7वीं मंजिल, कोशल भवन, न्यू मोती बाग, नई दिल्ली-110023  
7th Floor, Kaushal Bhawan, New Moti Bagh, New Delhi-110023

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**A. PURPOSE:**

The Purpose of this MOU is to begin and/or to expand a framework of cooperation between DGT and Autodesk to support and/or develop educational programs, curricula, projects, and/or activities related to teaching or instruction in the NSTIs and ITIs using Autodesk Software ("Purpose") as outlined in **Exhibit A**. Any definitive agreements resulting from this MOU shall be subject to further negotiations, prior management approval from both Parties, and Autodesk's terms and conditions.

**B. ACTION ITEMS:**

The respective Action Items of each Party are outlined in **Exhibit B** ("Action Items"). This MOU does not obligate either Party to perform any of the Action Items. The Parties acknowledge that, should they decide to proceed with any of the Action Items, a binding agreement may need to be executed at that time, or standard terms and conditions may need to be agreed upon and accepted, as applicable, by the Parties, before any specific Action Item can be undertaken. For instance, if any intellectual property or other materials are jointly created by the Parties in connection with any of the Action Items, a binding agreement governing the rights, obligations, and other terms related to such materials must be executed by the Parties prior to the commencement of the creation of said materials.

Any use of Autodesk Software or Services shall be subject to the terms accompanying such Software or Services. The Autodesk Terms of Use ("TOU") can be found here: <https://www.autodesk.com/company/terms-of-use/en/general-terms>.

**C. THE PARTIES MUTUALLY AGREE THAT THE FOLLOWING TERMS AND CONDITIONS ALSO APPLY:**

1. **TERM.** This MOU shall commence on the Effective Date of August 14, 2025, and shall remain in effect for a period of three (3) years thereafter (the "Term"), subject to the termination provisions set forth in Clause C.3 of this MOU.
2. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts Autodesk or DGT from participating in similar activities with other public or private agencies, organizations, or individuals.
3. **TERMINATION.** Either Party, upon thirty (30) days' written notice, may terminate the MOU in whole or in part at any time before the date of expiration without liability to the other Party. Further, either Party may terminate this MOU if the other Party is in breach of this MOU and fails to cure such breach within ten (10) days after receiving the written notice of the breach from the non-breaching Party.
4. **PRINCIPAL CONTACTS.** The principal contacts for this MOU are:

**AUTODESK:**

Ms. Sangeeta Garg  
Sr. Govt. Account Manager  
Autodesk India Private Limited



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7th Floor, Kaushal Bhawan, New Moti Bagh, New Delhi-110023



DGT

Ms. Bharti Sawhney,  
Assistant Director (IT Cell), DGT Hqr.  
Kaushal Bhawan, New Delhi

5. FEES AND EXPENSES. Unless otherwise agreed by both Parties, each Party shall bear all of its own costs and expenses with regard to all negotiations, performance, and any other activities relating to the subject matter of this MOU.
6. CONFIDENTIALITY AND COMMUNICATIONS. Each Party shall: (i) protect any information provided by the other Party that is identified as confidential or that should reasonably be considered confidential ("Confidential Information"); (ii) use Confidential Information for the sole purpose of fulfilling its obligations under this MOU; and (iii) return all Confidential Information to the disclosing Party promptly upon the expiration or termination of this MOU. Confidential Information may include, without limitation, computer programs, software or hardware products, product development plans, code, documentation, algorithms, know-how, trade secrets, formulas, processes, procedures, ideas, research, inventions (whether patentable or not), copyrights, schematics and other technical, business, financial and marketing information, forecasts, strategies, names and expertise of employees and consultants, customer or partner information, customer data. Except as otherwise provided herein, neither Party shall use any trademark, service mark, logo, or other proprietary right of the other Party without that Party's consent. Neither Party shall use the logo, trademark, service mark, or any other proprietary rights of the other Party in certificates, websites, or any promotional materials without obtaining prior written permission from the other Party. Furthermore, neither Party shall publish or otherwise disseminate any information arising out of or related to this MOU in any form or format without the prior written approval of the other Party.
7. INTELLECTUAL PROPERTY. Except for the permitted use of Confidential Information, each Party acknowledges that, under this MOU, a Party acquires neither any intellectual or other property, including without limitation copyright, trademark, business or trade secrets, methodologies, professional techniques, works of authorship, training material, courseware, or content ("IP") from the other Party and nor any right in IP from the other Party.
8. APPLICABLE LAWS. The Parties shall be bound by all applicable laws, including, without limitation, privacy laws. DGT shall comply with (a) all applicable export laws and regulations, including without limitation the U.S. Export Administration Act and its implementing regulations ("the Export Control Laws"), and (b) the United States Foreign Corrupt Practices Act ("FCPA") or any rules or regulations thereunder, all other applicable anti-corruption laws, and Autodesk's relevant corporate policies. DGT shall notify Autodesk immediately upon learning of any such failure to comply.



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7<sup>वीं</sup> मंजिल, कोशल भवन, न्यू मोती बाग, नई दिल्ली-110023  
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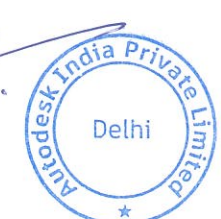


9. **GOVERNING LAW:** This MOU shall be governed by the laws of India, without regard to its conflict of law principles. Both Parties agree to resolve any disputes arising out of this MOU in good faith. In the event that the Parties are unable to resolve any disputes through good faith negotiations, such disputes shall be resolved under the jurisdiction of the courts of New Delhi. The Parties to this MOU will try in good faith to settle any dispute relating to this MOU within thirty days from when the dispute arises.
10. **EXPORT CONTROL LAWS.** DGT agrees and understands that under the Export Control Laws, the software, documentation, technical data (or direct products thereof) and services provided under this MOU may not be, directly or indirectly, downloaded or otherwise exported, re-exported, or transferred to restricted countries, to restricted end-users, or for restricted end uses. By way of example but not limitation, the Export Control Laws may restrict DGT's ability to export or transfer the software to countries that are the subject of a U.S. trade embargo, to end-users who appear on U.S. government restricted party lists, and for restricted end uses such as research into chemical, biological or nuclear weapons. Additional information concerning U.S. export control laws and regulations is publicly available at: [Homepage | Bureau of Industry and Security](#).
11. **ANTI-CORRUPTION LAWS:** In conformity with the FCPA or any rules or regulations thereunder, with all similar international laws, and with Autodesk's relevant corporate policies, DGT shall not take any action which would cause it to be in violation of such anti-corruption laws, including without limitation (i) the use of any funds for unlawful contributions, gifts, entertainment, or other expenses relating to political activity or (ii) making, attempting to make, offering or authorizing any unlawful payment, thing of value, bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment to a foreign or domestic government official, for the purpose of influencing an act or decision (including a decision not to act) or inducing such a person to use his or her influence to affect any such governmental act or decision to obtain, retain, or direct any business.
12. **INDEPENDENT ACTORS.** Nothing in this MOU shall create or imply any agency, venture, partnership, representative, or employment relationship between the Parties. This MOU shall not be construed as authority for either Party to act for the other Party in any capacity, or to make commitments of any kind for the account of or on behalf of the other Party.
13. **LIABILITIES.** Neither Party is liable for the intentional or negligent acts or omissions of the other Party. Each Party shall be responsible for its intentional or negligent acts or omissions and those of its officers, employees, agents, contractors, or students (if applicable), howsoever caused, to the extent allowed by applicable law.
14. **LIMITATIONS.** Neither party makes a warranty of any kind, expressed or implied, including warranties of merchantability, non-infringement, or fitness for a particular purpose. In no event shall either party be liable hereunder for any consequential, special, punitive, indirect, incidental or exemplary damages or loss of profits, revenues, goodwill, opportunities, or cost of replacement goods or services. In no event shall either party bear any liability arising out of or in connection with the performance or non-performance of the action items.



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15. MODIFICATION. Modifications to this MOU shall be made by mutual consent of the Parties through the issuance of a written modification, signed and dated by authorized representatives of each Party, prior to any changes being performed.
16. SURVIVAL. The Parties hereby agree that the provisions of Sections C.6-C.16 are binding and shall survive the termination or expiration of this MOU.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the later written date below.

**AUTODESK INDIA PRIVATE LIMITED**

By:



Name: ALOK SHARMA

Title: Director, AEC Sales, India &amp; SAARC

Date: August 14, 2025

**DIRECTORATE GENERAL OF TRAINING**

By:



Name: SWATI SETHI

Title: Director (Exams &amp; IT)

Date: August 14, 2025

--Exhibits to follow--

स्वाती सेठी, आई.एस.डी.एस. / Swati Sethi, I.S.D.S.  
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### EXHIBIT A: PURPOSE

1. To explore the establishment of a sustainable partnership between DGT and Autodesk as an Industry and Technology partner, and to investigate whether such a partnership can support activities related to teaching or instruction in the National Skills Training Institutes (NSTIs) and Industrial Training Institutes (ITIs).
2. DGT shall endeavor to identify and develop an industry-related case study that focuses on the utilization of cutting-edge technology through the Autodesk platform. This case study shall pertain to industry-driven adoption in the areas of Design & Make, Architecture, Engineering, and Construction (AEC), specifically Green Building & Sustainable Construction and BIM Expansion, to effectively demonstrate its impact and efficacy.
3. **Initiatives:**
  - a. Both Parties will consider the possibility of experts contributing to the teaching/training programs conducted by either Party through mutual consent.
  - b. DGT will look into the possibility of organizing Faculty Development Programs, Boot Camps and skill development programs in partnership with Autodesk for the benefit of the students learning skills at DGT and its campus, at mutual convenience.
  - c. Any value-added course, whenever offered by DGT in association with Autodesk, will adhere to the academic regulations of the departments in force and applicable terms and conditions.
  - d. Consider initiating a design competition to ensure student adoption of the Autodesk Digital Tool & Technology in the BIM /AEC / Manufacturing industry.
  - e. Both Parties will explore opportunities to give exposure to the student on Industry projects.
  - f. Both Parties will explore research projects leading to product innovation.

### 4. FACULTY DEVELOPMENT PROGRAMS (FDPS)

#### a. DGT roles and responsibilities:

- DGT shall organize FDPs under selected ITIs and NSTIs from the total network, with sessions conducted in both online and offline modes. For the offline mode, training will be hosted at designated NSTIs/ITIs with adequate infrastructure and facilitation support.
- Work closely with Autodesk to incorporate its tools and technologies into the long-term programs through FDP.
- Facilitate Autodesk's involvement in short-term training initiatives at NSTIs under advanced vocational training programs.
- Nominate SPOCs and faculty participants primarily from key sectors, including Mechanical, Electrical, Civil, Architecture, Additive Manufacturing, Mechatronics, and Design Engineering.
- Create visibility of the initiatives among target beneficiaries of ITIs and NSTIs to mobilize participation in the training programs.



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- Ensure effective participation of ITI and NSTI faculty in Autodesk-led training programs, workshops, and capacity-building initiatives.
- Ensure the availability of necessary infrastructure and logistical support for seamless execution of FDPs.
- On successful completion of training, Certificate of Completion / Participation will be provided by Autodesk Learning Partners.
- Design and propose a national-level FDP calendar tailored to DGT trades and technologies.
- Conduct online and offline training sessions with domain-specific content, wherever possible.

**b. Autodesk roles and responsibilities:**

- The FDP shall be delivered through its learning partners to train faculty, master trainers and thereafter support the participating institutes to conduct the courses successfully.
- Quarterly review program outcomes and explore additional avenues for enhancing skill training efforts.

The faculty who are part of this program may be provided with an option for the Autodesk Global Certification program, like ACP. This certification program may be taken up through definite agreements, if and when required.

**5. CURRICULUM ALIGNMENT FOR CTS, NSTI AND VOCATIONAL PROGRAMS:**

- a. DGT will work jointly with Autodesk to identify courses in key fields, including Mechanical, Electrical, Civil, Architecture, Additive Manufacturing, Mechatronics, and Design Engineering to integrate digital tools and complement the existing curriculum.
- b. Autodesk will endeavor to assist DGT to look into the possibility of formulating an extensive and suitable curriculum based on Autodesk's experience in the key fields.

**6. WORLDSKILLS TRAINING AND TALENT IDENTIFICATION:**

**a. DGT roles and responsibilities:**

- Support identification and nomination of eligible candidates for participation in the World Skills Competitions, and also trainers/ technical experts from NSTIs as WorldSkills competition (WSC) experts and jury members.
- Work jointly to enhance the skills of competitors through specialized training modules and mentorship programs.

**b. Autodesk roles and responsibilities:**

- Assist in WorldSkills Training -
- Offer mentoring and conduct mock sessions using Autodesk digital tools for students/ competitors.
- Organize training sessions on Autodesk Digital Tools & Technology for trainers to become judges and experts in WorldSkills competitions.



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## 7. EDUCATIONAL LICENSES AND TERMS

Free\* Autodesk Software and/or Cloud-based Services are subject to acceptance of and compliance with the terms of use <https://www.autodesk.com/company/terms-of-use/en/general-terms>) or other applicable terms that accompany such Software or Cloud-based services. Software and Cloud-based Services subject to an Educational license may be used solely for Educational and Research Purposes and will not be used for commercial, professional, or any other for-profit purposes. Learn more [Autodesk Student and Educator Software Resources | Autodesk Education](#)

Students and educators may use individual educational licenses if they are enrolled or employed at a Qualified Educational Institution which has been accredited by an authorized governmental agency and has the primary purpose of teaching its enrolled students. Learn more [Autodesk Student and Educator Software Resources | Autodesk Education](#)

Qualified Educational Institutions may access Free\* educational licenses for the purposes of learning, teaching, training, research, and development that are part of the instructional functions performed by the educational institution. Learn more [Autodesk Student and Educator Software Resources | Autodesk Education](#)

--End of Exhibit A--



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7th Floor, Kaushal Bhawan, New Modi Yag New Delhi-110028

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## EXHIBIT B: ACTION ITEMS

### 1. AUTODESK DELIVERABLES:

- a. Autodesk will support DGT by providing Free\* access to the following Autodesk Software listed in the link below:

<https://www.autodesk.com/education/edu-software/overview?sorting=featured&filters=individual>

- b. Autodesk specialized products are not available through standard Software-for-Education offerings. If required DGT may request, an education grant for the specialized products by submitting a grant form.

### 2. DGT DELIVERABLES

- a. DGT will work towards facilitating access of students and faculty, through the available infrastructure, to Autodesk's Education Community portal [Autodesk Student and Educator Software Resources | Autodesk Education](#) or via electronic download/ form of delivery by Autodesk, where they can register and obtain Free\* Autodesk Software. DGT will increase awareness of the Educational Community portal/ Electronic downloads and the availability of Free\* Autodesk Software among its students, by way of circulars or announcements addressed to the students.
- b. Student projects are a representation of technology use in learning. DGT will seek ways to support and assist students to create and submit projects by using Autodesk technology.
- c. DGT shall engage Autodesk in the review, development and integration of relevant courseware to ensure alignment with industry standards and technologies.
- d. Subject to available resources, DGT shall assist in co-conducting academic, conceptual and/or product training in Autodesk Digital Tools and Technology to instructors and students of the concerned department during the Term of this MOU.
- e. Subject to the availability of resources, DGT shall extend the use of its facilities to Autodesk for seminars or projects related to Autodesk's digital tools, at no charge, with such use to be determined through consultation between DGT and Autodesk.

--End of Exhibit B--



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