



CAMBRIDGE
UNIVERSITY PRESS & ASSESSMENT



MEMORANDUM OF AGREEMENT

BETWEEN

TAMILNADU SKILL DEVELOPMENT CORPORATION

AND

Cambridge University Press and Assessment India Private Limited

FOR

**UNDERTAKING SKILL DEVELOPMENT TRAINING AND CERTIFICATION
UNDER NAAN MUDHALVAN**

This Memorandum of Understanding (MoU) is made at Chennai on 29th day of August of the year 2022

BETWEEN

Tamilnadu Skill Development Corporation having its head office at 1st Floor, Employment office, Alandur Rd. Thiru Vi Ka Industrial Estate, Guindy, Chennai – 600 032., India, represented by Tmt. J. Innocent Divya, IAS., Managing Director, Tamilnadu Skill Development Corporation, (hereinafter referred to as TNSDC)) which expression shall, unless repugnant to the context or meaning thereof, include its successors, executors and administrators in office, legal representatives and permitted assigns on the **FIRST PARTY**.

AND

CAMBRIDGE UNIVERSITY PRESS & ASSESSMENT INDIA PRIVATE LIMITED, having its registered office address at 314 to 321, 3rd Floor, Splendor Forum, Plot No. 3, Jasola District Centre, New Delhi – 110025, represented by Mr Arun Rajamani, Managing Director (**Cambridge**)**SECOND PARTY**.

THE MoU WITNESSED AND THE PARTIES HERETO AGREE AS FOLLOWS:

I. PREAMBLE / BACKGROUND / OBJECTIVE

- 1.1 This Memorandum of Understanding (**Memorandum**) registers the good-faith intention of the Parties to identify ways in which they may collaborate with each other, in relation to the delivery of a social responsibility project to enhance the language skills of the students registered with the TNSDC using Cambridge's content and assessment in the Territory ("Collaboration").

II. PURPOSE

1. The objective of this MoU is to undertake relevant English language skills upgradation for the candidate/students in the state of Tamilnadu through the Naan Mudhalvan Portal of TNSDC by providing:
 - a. Learning support through digital resources to the semester one students of Engineering, Art & Science and other streams in Tamil Nadu.
 - b. Certification and assessment to semester one (01) students of Engineering, Art & Science and other streams in Tamil Nadu ("Assessment Program").
 - c. Cambridge shall collaborate to explore the teacher training for all English language teacher across Tamil Nadu



- d. Cambridge shall explore opportunities to upskill English language and soft skills among the students from other semesters.
2. The Parties shall collaborate and work together to successfully implement the above scope.
3. This intervention aims to equip the candidates/students & faculty/staff members with specific skills that are important in today's context. The learning intervention will keep them updated with the key trends / challenges faced in today's digital ecosystem.

The Parties shall mutually agree on the terms and conditions by way of entering into a separate legally binding agreement for delivery of above-mentioned activities. In the agreement, the Parties shall define the roles and responsibilities in relation to the activity.

III. GENERAL PROVISIONS

1. The Parties intend to coordinate and focus their efforts on co-operation within the area of the English Language development through the Cambridge English Upskill learning and assessment Programme across the State of Tamil Nadu.
2. The terms of co-operation / directions will be defined collectively during negotiations. The Parties through mutual effort will try to establish long term and beneficial co-operation keeping in mind the employability enhancement of TN youth.

IV. IMPLEMENTATION OF THE MEMORANDUM

1. To ensure the implementation of this MOU, through the identified SPOC/s
2. The progress of the identified outcomes of cooperation for all the upskilling initiatives in English language development by the Parties concerned w.r.t. the candidates/ students and faculty / staff of institutions covered under Tamilnadu – Naan Mudhalvan .
3. Coordination and implementation with TNSDC (Tamil Nadu Skill Development Corporation).
4. Discussion on other issues pertaining to the Implementation of this Memorandum.

V. ROLE AND RESPONSIBILITIES OF TNSDC

1. TNSDC- will leverage **Naan Mudhalvan** platform Initiative which will promote skill development in the State of Tamilnadu by providing equal opportunities to all aspirants.
2. Pursue eligible students/candidates/faculty to take up National Skill Qualifications Framework (NSQF) / Non aligned courses and assessments
3. TNSDC will focus on identified niche skills.
4. TNSDC shall recommend English Language assessment for semester one students of Tamil Nadu.
5. TNSDC to facility the execution of Assessment Program between Cambridge and individual collages and institutions in Tamil Nadu.
6. Share SPOC details for coordination and facilitation.



7. Publish required Circulars/ Notifications advising about the Mission and vision agreed upon.
8. Extend all required support to co-ordinate with various offices/facilities if applicable.
9. Review the analytics reports and drive the common objective of building India's future ready workforce.
10. Responsibility to seek approval from relevant candidates to share their details on platform.
11. The payments related to assessment and certification program shall be made by TNSDC to Cambridge.

VI. ROLE AND RESPONSIBILITIES OF CAMBRIDGE

1. Provide access to student performance. However, this is subject to the consent received from the candidate/s to share their details.
2. Offer the learning support content that match industry standards and are periodically updated.
3. Offer assessments and certifications to learners.
4. Arrange initial operational training to Team members and the SPOC.

VIII. MONITORING

1. Monitoring the implementation of the deliverables of this MoU will be the responsibility of TNSDC
2. Parties will periodically collaborate to monitor the implementation of the MoU as per the agreed to timelines.

IX. CO-BRANDING GUIDELINES

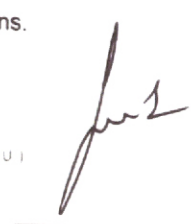
1. Cobranding guidelines, if any and/or guidelines for usage of logo shall be mutually decided by the Parties by way of separate agreement.
2. No license or right is granted to Cambridge by TNSDC by implication, estoppel or otherwise to any such third-party names or trademarks or to the TNSDC Trademarks hereby.

X. FINANCIAL TERMS

1. The payment terms shall be mutually decided by way of separate agreement.
2. The statutory deductions/taxes as applicable
3. This is a program for the benefit of students in Tamil Nadu, Cambridge shall offer the programme at special rates.

XI. MISCELLANEOUS PROVISIONS

1. This Memorandum of Understanding (MoU) as outlined in this document is not intended to be a legally binding document. Rather, it is meant to describe the nature and cooperative intentions of TNSDC and Cambridge to suggest guidelines for cooperation. Nothing, therefore, shall diminish the full autonomy of any Party, nor any constraints be imposed by either upon the other, and nothing in this agreement shall be deemed to create a joint venture, or agency relationship between the Parties.
2. Any other matter not included in the MoU which is necessary for the smooth functioning of the Scheme shall be finalized between TNSDC and Cambridge on mutually agreed terms and conditions.




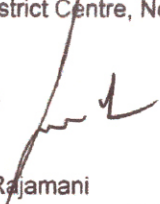

3. The use of the name, TM/logo and/or official emblem of any of the Parties on any publication, document and/or paper is allowed only, after seeking explicit prior permission in writing of the owner Party concerned.
4. Amendments to this MoU will be only basis mutual consensus and the written consent (duly signed) of all the Parties concerned. Additions, deletions and/or alterations to this MoU may be affected with the written agreement of all the Parties to this MoU concerning the said changes. Documents containing such additions, deletions and/or alterations and signed by both the Parties shall form addenda to this MoU and be deemed to be part of this MoU.
5. The Memorandum of Understanding is not intended to create any legal relation of employer-employee or of principal and agent relationship amongst the Parties.
6. Termination - this MoU can be terminated by either one of the Parties after serving 1(one) month notice to other Party in writing if there is failure/breach of understanding or default by any one of the Parties concerned.
7. This is a non-commercial MOU between both the Parties.
8. Confidentiality
 - a. Subject to Clause below, Parties agree that they will keep all information in pursuant to this MoU confidential and shall not disclose to any third person any confidential information with respect to the MoU and program hereunder
 - b. Exceptions: Any Party may disclose Confidential Information:
 - to the extent to which it is required to be disclosed pursuant to applicable law;
 - to the extent to which it is specifically permitted by other Party in writing.
 - to the extent that the confidential information is publicly available (other than as the result of a breach by such Party of its confidentiality obligation under Clause 9 above);
 - to its employees and professional advisors, but only to the extent necessary and subject to such employees and professional advisors accepting an equivalent confidentiality obligation to that set out in this Clause 'Confidentiality'.
9. Anti-Bribery and corruption
 - a. This clause 9 is legally binding.
 - b. TNSDC understands and acknowledges that Cambridge acts in accordance with India Prevention of Corruption Act, 1988, the UK Bribery Act 2010, Modern Slavery Act 2015 and other applicable anti-bribery, corruption, anti-slavery and human trafficking laws in the jurisdictions in which it operates (the **Acts**).
 - c. Each Party shall:
 - comply with all applicable laws, statutes and regulations from time to time in force relating to anti-bribery, corruption, anti-slavery and human trafficking;
 - comply with Cambridge's Third-Party Code of Conduct;



- ensure neither it, nor its employees, officers, or shareholders, or any of its suppliers, subcontractors or their employees, officers or shareholders, in the course of its performance of its obligations under this Agreement, will engage in any activity, practice or conduct which would constitute an offence under these Acts; and
- notify Cambridge immediately if it becomes aware of or has any reason to believe that it, or any of its officers, employees, agents, suppliers or subcontractors have breached or potentially breached any of IVF's obligations under this clause. Such notice shall set out full details of any circumstances concerning the breach or suspected breach of TNSDC's obligations.

Through this Memorandum of Understanding TNSDC and Cambridge affirm their commitment to fulfil and achieve the objectives mutually agreed upon.

Signed this Memorandum of Understanding at Chennai on 29th August of the year 2022.

<p>For and on behalf of TNSDC Address: 1st Floor, Employment Office, Alandur Rd, Thiru Vi Ka Industrial Estate, Guindy, Chennai – 600 032.</p> <p>Signature </p> <p>Tmt. J. Innocent Divya, IAS</p> <p>MD Tamilnadu Skill Development Corporation.</p> <p>STAMP</p>	<p>For and on behalf of Cambridge University Press & Assessment India Private Limited 314 to 321, 3rd Floor, Splendor Forum, Plot No. 3, Jasola District Centre, New Delhi – 110025</p> <p>Signature </p> <p>Mr Arun Rajamani Managing Director</p> <p>STAMP </p>
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