

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

Celonis SE, Theresienstraße 6, 80333 München, Germany as the **SECOND PARTY**.

THE MoU WITNESSED AND THE PARTIES HERETO AGREE AS FOLLOWS:

I. PREAMBLE / BACKGROUND / OBJECTIVE

II. PURPOSE

1. The objective of this MoU is to undertake relevant skills upgradation via training programs in the existing / emerging sectors for the candidates/ students & faculty in the state of Tamilnadu through the Naan Mudhalvan Portal of TNSDC by providing free courses.
 - a. To provide domain specific skill assessment modules to the users and help them understand their skill gap.
 - a. To encourage any-time, any-where, continuous self-paced learning for acquiring newer and industry relevant skill sets, build digital fluency on emerging sectors & professional skills through the availability of byte sized micro learning content.
 - b. To provide a diagnostic facility that offers aspirants/candidates an analysis of their aptitude and capabilities so that they can be guided on learning pathway options.
 - c. TNSDC will also work internally to build their internal talent pool by encouraging Institutions /students & faculty/staff members to complete more badging and certifications.
 - d. All the above will work towards making TN as Skill hub.

2. This engagement aims to implement short-term awareness and skill competency development programs including Foundation and Deep Skilling courses without charging any fee (ie free of cost) in the emerging / existing sectors.
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.

III. GENERAL PROVISIONS

1. The Parties intend to coordinate and focus their efforts on co-operation within the area of the identified upskilling /skill development intervention(s) 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 joint upskilling and awareness-oriented Skilling & Upskilling initiatives in the emerging Sectors including areas like professional skills. Preparation and implementation of upskilling plans 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 (Tamilnadu Skill Development Corporation).
4. Discussion on other issues pertaining to the implementation of this Memorandum
5. Monitoring and evaluation of all on-going initiatives.
6. Branding and awareness of skilling initiatives on emerging Sectors.

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. Share SPOC details for coordination and facilitation.
5. Publish required Circulars/ Notifications advising about the Mission and vision agreed upon.
6. Extend all required support to co-ordinate with various offices/facilities if applicable.
7. Review the analytics reports and drive the common objective of building India's future ready workforce
8. Responsibility to seek approval from relevant candidates to share their details on platform.

VI. ROLE AND RESPONSIBILITIES OF Celonis SE

1. Provide access to usage analytics. However, this is subject to the consent received from the candidate/s to share their details.
2. Institutions access to Naan Mudhalvan Initiative to promote skill development in State of Tamilnadu.
3. Naan Mudhalvan platform will provide access to all the free content available on platform which is classified as Awareness Level, Foundation Level .
4. Offer the learning content that match industry standards and are periodically updated.
5. Enable badging, and assessments to learners.
6. To provide diagnostic facility that offers aspirants/candidates an analysis of their aptitude and capabilities so that they can be guided on learning pathway options
7. 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 are an arrangement between Celonis SE and TNSDC.
2. No license or right is granted to Celonis SE by TNSDC by implication, estoppel or otherwise to any such third-party names or trademarks or to the TNSDC Trademarks hereby.
3. **Branding:** Celonis SE can co-brand with the TNSDC internally / externally after the due approval in written on Logo (positioning, placement, design etc) and messaging from TNSDC.
4. Celonis SE would seek permission from TNSDC before using the Tamilnadu – Naan Mudhalvan logo for any PR activity.


X. 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 Celonis SE 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 Celonis SE on mutually agreed terms and conditions.
3. The use of the name, 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/ effected 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. Confidentiality
 - a. Subject to Clause b 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'.

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

Signed this Memorandum of Understanding at Chennai on this 29th day of 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>For and on behalf of Celonis SE Address: Theresienstraße 6, 80333 München, Germany</p> <p>DocuSigned by: <i>Jerome Geyer-Klingenberg</i> 30DC5738D00449E</p>
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Tmt. J. Innocent Divya, IAS

MD Tamilnadu Skill Development Corporation.

STAMP

Signature

Name: Jerome Geyer-Klingeberg

Designation: Global Head of Academic Alliance

STAMP

Certificate Of Completion

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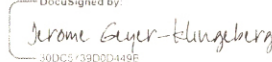
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/23/2022 7:07:08 AM
Certified Delivered	Security Checked	8/23/2022 7:12:08 AM
Signing Complete	Security Checked	8/23/2022 7:23:38 AM
Completed	Security Checked	8/23/2022 7:23:38 AM
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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