

## MEMORANDUM OF UNDERSTANDING

### BETWEEN TNSDC AND EDUNET FOUNDATION For TechSaksham Program – an CSR initiative supported by Microsoft and SAP

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered on 12-12-2022 by and between:

- (i) **Tamil Nadu Skill Development Corporation**, the nodal agency for skill development in Tamil Nadu, functioning as a Corporation under the Labor and Employment Department, Government of Tamil Nadu since 2013, having its office at Integrated Employment Offices Campus (1st Floor), Thiru. Vi. Ka Industrial Estate, Guindy, Chennai, Tamil Nadu - 600032 (hereinafter referred to as “**TNSDC**”).
- (ii) **Edunet Foundation**, a Registered Trust, having its office at A-11- 1105, Arcadia South City 2, Gurgaon 122018, India (hereinafter referred to as “**Edunet**”). Edunet Foundation is the implementation partner for TechSaksham Program ([www.techsaksham.org](http://www.techsaksham.org)) – an initiative supported by Microsoft and SAP

Edunet and TNSDC are referred to individually as a “**Party**” and collectively as “**Parties**”. Both Parties have reached the following intent.

#### ARTICLE 1: BACKGROUND AND PURPOSE

##### 1.1 TNSDC Background

TNSDC was formed with an objective to provide demand-based and industry-relevant skills to the youth to enhance their employability and transform the State into the skill hub of India. TNSDC is the nodal agency for the skill development related activities in the state and it aims to converge the activities of various stakeholders including industries, industrial associations, training partners, sector skill councils, assessment agencies apart from various other State and Central Government bodies. TNSDC strives to ensure placement-oriented quality skill training by empanelling private and Government training partners.

##### 1.2 Edunet Background

Edunet Foundation (EF) primarily focuses on youth skilling, innovation, and entrepreneurship. Since its inception, the organization has helped young people from different geographies in India to prepare for industry 4.0/5.0 jobs. EF has a national footprint, and it works with regulators, state technical universities, ITIs, engineering colleges and high schools around India.

With over 200,000 learners directly impacted through the EF initiatives in the last two years, the organization has gone from strength to strength with the support of a large team which consists of diverse technical experts, program managers and government/corporate relationship experts. The programs and initiatives undertaken by Edunet Foundation conform to the organization’s mission 2030 goals aimed at building a highly skilled workforce for the global IR 4.0 & 5.0 economy.

Edunet Foundation enjoys “**Special Consultative Status**” with the Economic and Social Council at the United Nations, which provides it access to UN headquarters in New York City, Paris, and Geneva. It also enables EF to organize and/or participate in UN events. Furthermore, the organization was certified as a “**Great Place To Work**”, by the Great Place To Work Institute, the global entity that evaluates workplaces on key criteria such as credibility, respect, fairness, pride, and camaraderie. Edunet Foundation also holds the “**Transparency Key**” Issued by GuideStar India.



Edunet Foundation is implementing partner for TechSaksham Program ([www.techsaksham.org](http://www.techsaksham.org)), an initiative supported by Microsoft and SAP to enable, empower and accelerate women learners towards technology careers.

### 1.3 Purpose

Edunet Foundation ([www.edunetfoundation.org](http://www.edunetfoundation.org)) is a non-profit organization with multiple programs that are offered free to learners in schools, industrial training institutes (ITIs), polytechnics, engineering colleges and other institutions around India in blended mode. The collaboration will focus on implementing TechSaksham program, an initiative implemented with support from Microsoft and SAP, with **over 12,000 relevant student audience**, as mutually aligned, from the state of Tamil Nadu. The program will be scaled to larger numbers in the subsequent years of collaboration

The Parties seek to collaborate with each other to mutually complement their synergies and to jointly work on building capacity of learners through one or more of the programs managed, created, or owned by Edunet. The collaboration will kick start through TechSaksham Program being implemented in the state of Tamil Nadu.

### 1.4 Proposed Programs

Below table summarizes the broad framework of proposed programs for implementation under the collaboration. Finer details of implementation will be aligned in consultation with all stakeholders

S.No.	Name of the program	Objectives
1	TechSaksham – program supported by Microsoft and SAP as part of their CSR engagement  Deep Engagement Model	<ul style="list-style-type: none"> <li>• <b>Total Students:</b> 2000 women only students in pilot batch until March 2023</li> <li>• <b>Courses offered</b> - Artificial Intelligence, Full Stack Web Development and Cloud Computing (student can opt for either of the course)</li> <li>• <b>Duration</b> – 160 Hours (including project work)</li> <li>• <b>Delivery Mode:</b> Hybrid               <ul style="list-style-type: none"> <li>○ Instructor led hands-on sessions - technical (100 Hours)</li> <li>○ Employability Skills (20 Hours)</li> <li>○ Hands-on Project Work (40 Hours)</li> </ul> </li> <li>• <b>Target Audience</b> <ul style="list-style-type: none"> <li>○ Women students only</li> <li>○ Final Year Students from B.Tech - CS, IT, Electronics or allied (80% students) + B.Sc/M.Sc from computer background and BCA/MCA students (20% students)</li> </ul> </li> <li>• <b>Others:</b> <ul style="list-style-type: none"> <li>○ Students who successfully complete the program will be provided with opportunities for jobs/internships</li> <li>○ Faculty Development Programme (Faculty from Engineering, C.Sc., IT, Electronics and related streams would be ideal)</li> </ul> </li> </ul>



		<i>Note: Will align with all stakeholders for larger rollout from April 2023 onwards</i>
2	TechSaksham – program supported by Microsoft and SAP as part of their CSR engagement  Breadth Engagement Model	<ul style="list-style-type: none"> <li>• <b>Total Students:</b> 10,000 until March 2023</li> <li>• <b>Courses Provided:</b> AI, Full Stack and Cloud Computing at Foundational Level</li> <li>• <b>Duration:</b> 65 hours</li> <li>• <b>Target Audience</b> <ul style="list-style-type: none"> <li>• Both Male and Female students</li> <li>• Students from B.Sc/B.Tech/BCA/MCA/M.Sc with computer background</li> </ul> </li> <li>• <b>Mode:</b> Hybrid <ul style="list-style-type: none"> <li>○ Self-paced learning - technical (40 Hours)</li> <li>○ Instructor led virtual hands-on sessions (15 Hours)</li> <li>○ Case Study (10 Hours)</li> </ul> </li> </ul> <p><i>Note: Will align with all stakeholders for larger rollout from April 2023 onwards</i> <i>Platform can also be linked with Naan Mudhalvan LMS</i></p>
3	Other Programs on Microsoft and / or SAP technologies	Post March 2023 and with approvals from relevant stakeholders.

## ARTICLE 2: RESPONSIBILITIES OF PARTIES

### 2.1 Responsibilities of Edunet and/or its program sponsors/partners:

- A. **Single Point of Contact:** Edunet will nominate one of its team members as the single point of contact for all interactions with the TNSDC.
- B. **Program Awareness Campaign:** Edunet will conduct orientation /awareness sessions for TNSDC and/or its constituents/references and their leadership, learners, and educators, at a mutually agreed schedule, to onboard them onto the program(s).
- C. **Program materials:** Edunet will share all required program materials with the TNSDC and/or its associated learner communities as required. All sharing will be online and/or through electronic media.
- D. **Face to face, instructor led sessions:** Face to face ILT sessions, wherever required at the sole discretion of Edunet, will be organized on campus or elsewhere and will be delivered by Edunet and/or its partner organizations' trainers to program beneficiaries.
- E. **Online instructor led sessions:** These sessions may take the form of webinars or mentoring workshops or technology bootcamps or innovation camps or career readiness workshops that will seek to assist learners in their career goals. These programs will be organized regularly as per a regular calendar, published online, and will be conducted by Edunet team members or program sponsors or external stakeholders as appropriate and as identified by Edunet.
- F. **Interaction with Industry experts:** Edunet will bring industry experts, online or face-to-face, to drive engagements with learners at TNSDC member institutions and/or learner communities, through seminars/webinars or project mentorship.
- G. **Online platform availability:** Online platforms for each of the programs of interest to the TNSDC, and/or its member institutions or entities, will be made available to it. Links for these platforms will be made available to the beneficiaries in a timely manner.

- H. **Assessments:** Edunet will conduct assessments, as required, for its programs prior to certification by Edunet and/or its industry partners and/or participating government agencies.
- I. **For programs with career paths:** Edunet will provide linkages with local and regional industry, government, and the local start-up ecosystem (incubators etc.) that will help learners with gainful employment and/or entrepreneurial opportunities. Interactions will be encouraged in terms of classrooms sessions, workshops, internship opportunities, career opportunities and entrepreneurship opportunities.
- J. **No fees:** All Edunet programs are offered **free to cost to beneficiaries as its under CSR**
- K. **Updates:** Edunet will keep TNSDC management updated with the progress of the program(s)

## 2.2 Responsibilities of TNSDC and/or its learner communities:

- A. **Single Point of Contact:** TNSDC will nominate one of its team members as the single point of contact for all interactions with Edunet.
- B. **Introduction to member institutions and/or learner communities:** TNSDC will introduce its member institutions and/or learners to Edunet and its programs so that they could benefit from free participation in these programs. TNSDC will help mobilize institutes and students / teachers in its program
- C. **Support with orientation sessions:** TNSDC and/or its learner communities/institutions will help Edunet conduct orientation sessions for all stakeholders by issuing necessary circulars and ensuring participation of institutes
- D. **Publication of program calendars and goals:** TNSDC member learner communities/institutions will publish, on a quarterly basis, a program calendar for all its participants in consultation with Edunet.
- E. **Support with computers labs and classrooms:** Participating TNSDC member learner communities/institutions will make their labs available to learners. They will make classrooms and/or audio-visual equipment available for face-to-face sessions, whenever required.
- F. **Support with attendance:** TNSDC member learner communities/institutions will ensure that program participants enthusiastically participate in chosen programs, with minimum attendance as agreed between the Parties.
- G. **Support with assessments:** TNSDC member learner communities/institutions will ensure that assessments carried onsite, wherever required, are proctored and professionally managed in coordination Edunet

## ARTICLE 3: CHANGES IN SCOPE

The Parties acknowledge and agree that the Areas of Collaboration are not exhaustive in nature and the Parties shall in good faith, negotiate to elaborate upon the Areas of Collaboration, including additional areas of collaboration as may be mutually agreed in writing and the rights, responsibilities, and obligations of each Party in relation to each of the Areas of Collaboration. The Parties may, from time to time, execute addenda or modifications to this MOU to incorporate such additional scope of collaboration or discussions in accordance with Clause 5.3.

## ARTICLE 4: USE OF BRANDING, LOGOS, TRADEMARKS

Both parties shall use the trademarks, logos, trade names, services marks, or other proprietary marks of the other Party to this MOU in any advertising, press releases, publicity matters, or other promotional materials with prior approval of the other Party. The parties agree and recognize that the right to use the same in no manner amounts to any assignment or transfer of ownership of the



trademarks, logos, trade names, services marks, or other proprietary marks. The parties further agree that the use of the Intellectual Property will not extend beyond the scope of the present MOU.

#### ARTICLE 5: TERM OF MOU AND TERMINATION

The term of this MOU is one year from the Effective Date (the "initial term") and the Agreement shall automatically renew for subsequent one (1) year terms (each a "renewal term") thereafter, unless terminated by either party by giving the other party a written notice of at least 3 months.

#### ARTICLE 6: TERMS

##### 5.1 Costs and Expenses

Both Parties shall be responsible for meeting their own expenses in connection with all matters related to MOU.

##### 5.2 Assignment

Neither of the Parties shall assign any of their duties under this MOU to any other person or institution without prior written approval of other party.

##### 5.3 Amendments

No alterations, additions or modification hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties.

##### 5.4 Non-Exclusive Discussions

The Parties acknowledge and agree that the Areas of Collaboration under this MOU are being undertaken on a non-exclusive basis and either Party shall be free to enter or consummate transactions like the Areas of Collaboration with other parties in India or elsewhere.

##### 5.5 Confidentiality and Public Announcement:

"Confidential Information" means and implies any or all information, which includes but is not limited to the confidential, proprietary, and trade secret information of the disclosing party to be disclosed by the disclosing party under this MOU, and comprises (a) information in tangible form that: (a) (1) bears a Confidentiality Legend, or (2) does not bear any Confidentiality Legend, if the receiving party knew, or reasonably should have known under the circumstances, that the information was confidential and had been communicated to it in confidence, and (b) discussions about that information that may occur before, at the same time, or after disclosure of the information disclosed directly or indirectly and in any form whatsoever (including, but not limited to, disclosure made in writing, oral or in the form of samples, models, computer programs, hard copy, soft copy or any human readable form, drawings or other instruments). This MOU and all confidential information exchanged between the Parties pursuant to this MOU shall be held in confidence.

Either Party may use the other Party's logo on its website with a link to the Other Party's website on execution of this MOU.

Neither Party nor any of the affiliates shall make any public announcement about the MOU and /or the scope of proposed engagement, without the prior written consent of the other Party. Any public announcement so made, shall be as per a mutually agreed format.

##### 5.6 License and Intellectual Property Rights

No license or sub-license is granted under this MOU to either Party under any of the other Party's intellectual property rights, either expressly, by implication, inducement, estoppel or otherwise. Both Parties understand and acknowledge that grant of any such license shall always be express and in writing. TNSDC will not be responsible for any breach of Intellectual Property of EDUNET. Similarly, EDUNET will not be responsible for any breach of Intellectual Property of TNSDC.

#### 5.7 Conflict of Interest

Neither of the parties believe that the Collaboration contemplated by this MOU raise any actual or potential conflicts of interest. The parties agree that this MOU and the negotiation of the same (and any other agreements entered in connection herewith) are independent of any past, present, or potential future arrangements, and are not connected to an existing business relationship between either of the parties.

### ARTICLE 7: DISPUTE SETTLEMENT

This MOU shall be governed by and construed in accordance with the laws of Republic of India. All disputes arising out of or related to this MOU, including without limitation all matters connected with its performance, will be governed by, and construed and interpreted under the laws of India, without reference to conflict of laws principles.

All disputes and differences arising out of or in connection with this MOU shall be the first instance referred to arbitration by three (3) arbitrators, jointly appointed by Parties. The decision and award determined by such arbitration will be final and binding upon the Parties. The arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996, as may be in force from time to time. The arbitration proceedings will be conducted in English and the seat of arbitration will be New Delhi.

#### Notices

All communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail or over official email, to the Parties at the address specified below:


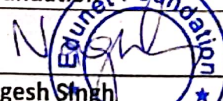
#### If to EDUNET:

Attention of: Nagesh Singh  
Address: A-11-1105, Arcadia, South City 2, Gurgaon 122018.  
Email: [nagesh@edunetfoundation.org](mailto:nagesh@edunetfoundation.org)

#### If to the TNSDC:

Attention of: Tmt. J. Innocent Divya,  
MD, TNSDC  
Address: 1st Floor, Employment Office, Alandur Rd,  
Thiru Vi Ka Industrial Estate, Guindy, Chennai – 600 032  
Email: [md@tnsdc.in](mailto:md@tnsdc.in)

#### For and on behalf of

<b>Tamil Nadu Skill Development Corporation</b>	<b>Edunet Foundation</b>
By: 	By: 
Name: J. Innocent Divya	Name: Nagesh Singh
Title: Managing Director, TNSDC	Title: Executive Director