



MEMORANDUM OF AGREEMENT

BETWEEN

TAMILNADU SKILL DEVELOPMENT COUNCIL

AND

NSE Academy Limited

FOR

UNDERTAKING SKILL DEVELOPMENT TRAINING

IN THE NAAN MUDHALVAN

AND

This Memorandum of Agreement (MOA) 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

NSE Academy Limited, a company incorporated under the provisions of the Companies Act, 2013, having its registered office at Exchange Plaza, Plot C/1, G Block, Bandra Kurla Complex, Bandra East, Mumbai 400051, represented by its authorized signatory Mr. Abhilash Misra (hereinafter referred to as “NSE Academy”/ “NAL” / “Company”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their subsidiaries, group companies, affiliates, successors and permitted assigns) of the **SECOND PARTY**.

THE MOA WITNESSED AND THE PARTIES HERETO AGREE AS FOLLOWS:

I. PREAMBLE / BACKGROUND / OBJECTIVE

NSE Academy Limited (“**NSE Academy**”) a wholly owned subsidiary of National Stock Exchange of India Limited (NSE). It carries out number of educational initiatives such as certification programs, investor seminars, school level courses, higher education courses, development of educational materials on financial markets etc. It promotes financial literacy and skill oriented financial markets courses and has also introduced an online examinations system for testing and certification called NSE's Certification in Financial Markets.

II. PURPOSE

1. The objective of this MOA 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 paid 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 on payment basis (paid) 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 MOA, 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 NSE ACADEMY LTD

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. Offer the learning content, that match industry standards and are periodically updated, through NSE Knowledge Hub (being an artificial learning and machine learning capable software available in mobile and web version that focuses on delivering personalized learner experience).
4. Enable badging, and assessments to learners.
5. 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
6. Arrange initial operational training to Team members and the SPOC.

It is hereby clarified that access and use of NSE Knowledge Hub is subject to acceptance of and compliance with the terms of use pertaining to NSE Knowledge Hub, as may be framed, amended or modified by NSE Academy from time to time ("**Terms of Use**"). The said Terms of Use shall be uploaded and made available on NSE Academy's website from time to time.

VIII. MONITORING

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

IX. CO-BRANDING GUIDELINES

1. Cobranding guidelines are an arrangement between NSE Academy Ltd and TNSDC.
2. No license or right is granted to NSE Academy by TNSDC by implication, estoppel or otherwise to any such third-party names or trademarks or to the TNSDC Trademarks hereby.
3. Branding: NSE Academy 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. NSE Academy would seek permission from TNSDC before using the Tamilnadu – Naan Mudhalvan logo for any PR activity.

X. FINANCIAL TERMS

1. The payments will be made by TNSDC as per the number of candidates taking up and successfully completing the same.
2. The statutory deductions/taxes as applicable
3. This is a program for the benefit of students the institution which is offering the course should provide at subsidized rates.
4. In case of any dropouts the payments will be made as per the hours completed but should have covered minimum of 40% the designated hours.
5. Payments are eligible for candidates who logged through Naan Mudhalvan portal.
6. The subsidy portion of the candidates will be paid after the successful completion of the course by the candidates based on the claims of institution.
7. In case of disputes based on proper records and reconciliation of accounts the disputed payment will be made accordingly.

XI. MISCELLANEOUS PROVISIONS


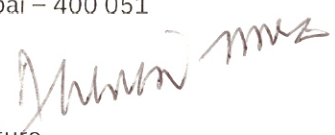
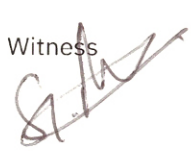
1. This Memorandum of Agreement (MOA) as outlined in this document is not intended to be a legally binding document. Rather, it is meant to describe the nature and cooperative intentions of TNSDC and NSE Academy to suggest guidelines for cooperation. Nothing, therefore, shall diminish the full autonomy of any Party, nor any constraints be imposed by either upon the other, and nothing in this MOA shall be deemed to create a joint venture, or agency relationship between the Parties.

2. Any other matter not included in the MOA which is necessary for the smooth functioning of the Scheme shall be finalized between TNSDC and NSE Academy 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 MOA will be only basis mutual consensus and the written consent (duly signed) of all the Parties concerned. Additions, deletions and/or alterations to this MOA may be affected with the written agreement of all the Parties to this MOA concerning the said changes. Documents containing such additions, deletions and/or alterations and signed by both the Parties shall form addenda to this MOA and be deemed to be part of this MOA.
5. The Memorandum of Agreement is not intended to create any legal relation of employer-employee or of principal and agent relationship amongst the Parties.
6. Termination - this MOA 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 MOA between both the Parties; however, any individual student subscribing for individual courses/programs at cost as declared eligible for subsidy will be addressed only by the concerned individual/subscriber. TNSDC will have no implication or responsibility on payments/subsidy thereof w.r.t registered candidates/beneficiaries i.e. Subscribers.
8. Confidentiality
 - a. Subject to Clause below, Parties agree that they will keep all information in pursuant to this MOA confidential and shall not disclose to any third person any confidential information with respect to the MOA 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 8 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. This MOA shall be governed and construed in accordance with the laws of India and courts in Chennai, India, shall have exclusive jurisdiction over all matters arising under this MOA.

Through this Memorandum of Agreement TNSDC and NSE Academy affirm their commitment to fulfil and achieve the objectives mutually agreed upon.

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

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| <p>For and on behalf of TNSDC</p> <p>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 MD, Tamilnadu Skill Development Corporation</p> <p>STAMP</p> <p>Witness</p> | <p>For and on behalf of NSE Academy Limited</p> <p>Address: Exchange Plaza, Plot C/1, G Block, Bandra Kurla Complex, Bandra East, Mumbai – 400 051</p> <p>Signature </p> <p>Mr. Abhilash Misra CEO, NSE Academy Limited</p> <p>STAMP</p> <p>Witness </p> <p>Mr. Ranganathan S Chief Manager, NSE Academy Ltd.</p> |
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