

17 DEC 2022

Ms. Naandi Foundation

CT 201320

V. S. Naandi
Chief Officer
L.No: 121445/196
Ekkattuthangal, Ch-32
Mobile No: 9710019475

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MoU") is entered on 19th day of December 2022 by and between:

Tamil Nadu Skill Development Corporation

represented by Tmt. J. Innocent Divya IAS, Managing Director, Tamil Nadu Skill Development Corporation (hereinafter referred to as **TNSDC** which expression shall mean and include its heirs, successors, executors, administrators, authorised representatives and permitted assigns) as **FIRST PARTY**.

AND

Naandi Foundation, a Public Charitable Trust incorporated under the Indian Trusts Act, 1882, having its registered office at 502, Trend set Towers, Road No 2, Banjara Hills, Hyderabad – 500 034, Telangana, India represented by Ms. Radha Varadarajan, Chief Skills Officer (hereinafter referred to as "**Naandi**" which expression shall mean and include its heirs, successors, executors, administrators, authorized representatives and permitted assigns) as **SECOND PARTY**.

(Both Parties are hereinafter jointly referred to as "Parties" and individually as a "Party")



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Introduction

WHEREAS TNSDC along with Department of Higher Education and Directorate of Collegiate Education in its fold, under the initiatives of Government of Tamil Nadu "NAAN MUDHALVAN SCHEME" by Tamil Nadu Skill Development Corporation has planned to impart Skill Enhancement training to the graduating students of Arts & Science Colleges of Tamil Nadu

And willing to provide the student community with employability skill viz. communication skills, soft skills, life skills, domain skills etc. that helps in improving their livelihoods and economic security.

WHEREAS the Second party - Naandi Foundation is an apolitical, autonomous Public Charitable Trust and a not-for-profit organization having registration under section 12A of Income Tax Act, 1961 is tax exempt and is recognized by tax authorities as an organization established for 'charitable purpose'.

WHEREAS the Second party is working with an objective of people centered development through its charitable activities in whole of India, without distinction of caste, creed or religion, etc.

WHEREAS the Second party engaged, inter alia, in improving the livelihoods of the underprivileged communities through its various social initiatives, development programs in various states of India. The Second Party activities include, education to underprivileged children with a specific focus on girl child education, improving livelihoods of small and marginal farmers through its farming practices, employable training and skill development programs to underprivileged youth, provision of safe drinking water to communities, etc.

WHEREAS the Second party Naandi Foundation in furtherance of its objectives wish to support socially and economically disadvantaged underprivileged sections of the society and provide them employability skills under its "The employability skill development program".



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WHEREAS both the parties having recognized each other's intention of working in the sphere of employability skills, wish to support socially and economically disadvantaged and underprivileged students/youth that helps in improving their employability skill set and livelihoods.

WHEREAS both the parties have decided to reduce the mutually agreed terms and conditions into writing.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

I. TERM:

This Memorandum of Understanding is for a period of 4 Months and is effective from 01st December, 2022 and shall remain in force till 31st March, 2023. This MoU may be further extended on terms and conditions as may be mutually agreed by both the parties.

II: THE EMPLOYABILITY SKILL DEVELOPMENT PROGRAM (MPC)

- i. The objective of the program is to impart employability skill set to socially and economically disadvantaged and underprivileged women students/youth that helps in improving livelihoods and economic security.
- ii. The beneficiaries shall be from underprivileged sections of society without distinction of caste, creed or religion etc., and shall be studying in the first /final year courses in Arts & Science Colleges.
- iii. The program shall be for a duration of 20 hours to 120 hours or as the case may be decided mutually by the parties.
- iv. The program shall include New Age skills, Soft-Skills, Communication Skills, Life Skill and Interview Preparations for the beneficiaries under employability skill development program. The beneficiaries may be trained in any other skill set as mutually decided by both the parties that improves their employable skill and livelihoods.



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III: OBLIGATIONS OF THE FIRST PARTY (TNSDC along with Directorate of Collegiate Education, Tamil Nadu)

- i. The first party shall provide the beneficiaries under the said program and shall ensure that they are underprivileged women students/youth studying in first /final year of Under Graduate programmes in the said institution/college.
- ii. Ensure that the necessary infrastructure like well-equipped class rooms and or Computer labs as per course requirements are made available where the program shall be implemented.
- iii. Ensure to identify one resource person (hereinafter referred to as POC - Point of Contact) from their faculty group to co-ordinate between the beneficiaries, the Institute management and the Second Party. Contact details of the POC shall be shared with the Second party and rest of the team.
- iv. Ensure that TNSDC along with Directorate of Collegiate Education shall allow Naandi's employees, representatives and trainers during the sustenance of this MoU, to interact with POC, program related staff and beneficiaries.
- v. POC should ensure that all the underprivileged youth/students are given an awareness on attending employability skill training program prior to the training and encourage them to register for the said program.
- vi. POC should monitor trainee's attendance on a daily basis.
- vii. Ensure that the basic training requirements like Black/White board, Chalk/Marker, A4 sheets, Projector and screen should be available during training sessions.
- viii. Ensure that the POC should take feedback from the trainees for quality assurance purpose.



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IV: ACTIVITIES OF THE SECOND PARTY (NAANDI):

- i. To impart employability skill to socially and economically disadvantaged and underprivileged students/youth that helps in improving livelihoods and economic security.
- ii. Prepare content that will be most effective in training the beneficiaries/students.
- iii. To Provide the first party a detailed Course Schedule.
- iv. Ensure that well-trained trainers are identified and deployed to ensure overall success of the Program.
- v. Ensure to give an update on employability training program and its importance to the training coordinator of the First Party.
- vi. Monitor the program by conducting periodic assessments to ensure that the trainers do a quality job.

i. FREE OF COST:

The socially and economically disadvantaged underprivileged women students/youth are provided with employability skill set under "The Employability Skill Development Program", to improve their livelihoods and economic security. The Program is free of cost. Either party shall not charge any fees on whatsoever account/name from the beneficiaries under the program. Further, both the parties agree that either party shall not charge any fees whatsoever from the other party under this MoU/program.

ii. CERTIFICATION:

Certificates shall be awarded by the second party to the beneficiaries on successful completion of the training having attendance above 80 percentages and clearing of the assessment held post completion of the program.



iii. **GENERAL TERMS:**

i. **Relationship between the parties:**

Nothing herein shall be construed to constitute the Parties as principal and agent, employer and employee, partners or joint ventures, nor shall any similar relationship be deemed to exist between the Parties. This Memorandum of Understanding is made on principal-to-principal basis.

ii. **Representation and Warranties:**

Each Party hereby represents to the other that they have been duly incorporated/ registered under the applicable laws and has full legal right and authority to execute this Memorandum of Understanding. Each Party represents that it is also authorized to perform its obligations as herein contemplated; and that neither the performance of the obligations or execution of this MoU will violate or in violation of any applicable laws for the time being in force.

iii. **Confidentiality:**

The parties shall severally take care to ensure that the information provided by the other party remains confidential and further agree not to use the Confidential Information for any purpose other than the purpose for which it is intended. The parties shall not disclose any Confidential Information to anyone other than the employees of either organization who need to know the Confidential Information. Each Party recognizes such information of the other Party as confidential information and agrees not to disclose them to any third party without the prior written consent of the other Party. The restriction contained in this clause shall not be applicable to information which (i) is required to be provided pursuant to any statutory or regulatory obligation; (ii) is lawfully acquired by the disclosing Party from an independent source having no obligation to maintain the confidentiality of such information; and (iii) was lawfully known to the disclosing Party prior to its disclosure under this Agreement.



iv. **Intellectual Property:**

Each Party acknowledges the intellectual property rights of any kind, including but not limited to copyright, patent rights, design rights, service marks, trademarks, logos, titles, slogans, property rights and any other rights, held by the other Party and undertake that neither Party shall claim any right, title and interest in the Intellectual Property Rights of the other Party.

v. **Dispute Resolution:**

If any dispute arises between the Parties, the Parties shall endeavour to resolve them mutually. If such resolution is not possible within a reasonable period, the unresolved dispute shall be referred to arbitration in accordance with the Arbitration Act for the time being in force, conducted by a sole arbitrator to be appointed by the Parties mutually. The arbitration shall be in English and the seat of the arbitration shall be at Chennai. The decision of the arbitrator shall be final and binding on both the parties.

vi. **Validity of Clauses:**

If any Clause or any part this Agreement shall for any reason be adjudged by any court or other legal authority of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

vii. **Entire Agreement:**

This Agreement sets forth the entire agreement between the Parties at the date hereof relating to the Purpose and supersedes any prior agreements or arrangements (whether oral or in writing) between the Parties relating thereto.

viii. **Notices:**

All notices, which either Party is required or may desire to serve upon the other Party, shall be in writing and addressed as specified in the recital of this Agreement. Notices may be served personally or by facsimile, certified mail, express mail, email to a designated employee of the Party or express courier.

ix. **Termination:**

Either of the parties is entitled to terminate this MoU by giving a thirty days' notice to other party in case of breach of any term of this MoU by the other party, provided, that before issuing such termination notice, such issues shall be discussed with senior officials of the Parties and if they fail to resolve such issues within a period of fifteen



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(15) days, then it shall result in termination of this Memorandum of Understanding.

x. Force Majeure:

Neither Party shall be held responsible for non-fulfilment of their respective obligations under this MoU due to the exigency of one or more of the Majeure event such as but not limited to acts of God, war, flood, earthquakes, strikes, lockouts, epidemics, pandemic, riots, civil commotion, etc., provided on the occurrence and cessation of any such event the Party effected thereby shall give a notice in writing to other Party within one (1) month of such occurrence or cessation. If force majeure continues beyond one (1) month, the parties shall jointly and mutually decide about the future course of action or terminate this MoU with immediate effect.

xi. Amendment:

Any term or terms of this Memorandum of Understanding may be amended/modified or changed in writing with mutual consent of both the parties.

xii. Assignment and Delegation:

Neither this Memorandum of Understanding nor any duties or obligations under this Agreement may be assigned or delegated by either party.

xiii. Governing Laws and Jurisdiction:

This Memorandum of Understanding shall be governed by laws of India and shall be subject to the jurisdiction of courts situated at Chennai.

xiv. Rules of Interpretation:

The headings to clauses are inserted for convenience only and shall not affect the construction or interpretation of this MoU. In this, the words expressed in any gender shall, where the context so requires or permits, include the other gender. In this MoU words expressed in the singular, shall, where the context so requires or permits, include the plural.




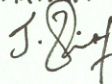
xv. Counterparts:

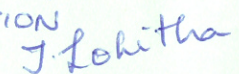
This Memorandum of understanding shall be executed in two counterparts each of which shall be deemed as original, but all of this together shall constitute one and the same instrument.


IN WITNESS WHEREOF, the parties hereto have set and subscribe their respective hands with stamp and seal the day and the year first mention here-in-above written.

<p>For TAMIL NADU SKILL DEVELOPMENT CORPORATION</p>   <p>J. Innocent Divya LAS Managing Director Tamilnadu Skill Development Corporation Guindy, Chennai-600 032.</p> <p>(Signature) Name: Designation:</p>	<p>For NAANDI FOUNDATION</p>   <p>(Signature) Name: Ms. RadhaVaradarajan Designation: Chief Skills Officer</p>
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Witness.1 ANSANA .A .M
A VP Services, TNSDC. 

Witness2.
Pinky Janarthanam
PM, Naan Mudhalvan


LOHITHA JAIKAR
Witness1. CENTRE HEAD, TITAN LEAP
NAANDI FOUNDATION


Witness2.
Vineesh S 
Training Coordinator,
Tamil Nadu,
Naandi Foundation