



IT - ITes SSC
NASSCOM



MEMORANDUM OF AGREEMENT (MOA)

BETWEEN

TAMILNADU SKILL DEVELOPMENT CORPORATION

AND

NASSCOM

AS

A SKILLING PARTNER
UNDER NAAN MUDHALVAN

This Memorandum of Agreement ("MoA") is made at Chennai on 29th day of August of the year 2022

BETWEEN

Tamil Nadu Skill Development Corporation having its head office at 1st Floor, Employment office, Alandur Rd, Thiru Vi Ka Industrial Estate, Guindy, Chennai – 600032, India, represented by Tmt. J. Innocent Divya, IAS., Managing Director, Tamil Nadu 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

National Association of Software and Service Companies / IT-ITeS Sector Skills Council having its registered office at Plot No - 7,8.9 & 10, Sector 126, Noida, UP -201303 (hereinafter called "Second Party/ SSC"), represented by its Chief Executive Officer which expression shall unless repugnant to the context or meaning thereof, include its successor in office, legal representative and permitted assigns) of the **SECOND PARTY**.

WHEREAS

IT-ITeS Sector Skills Council NASSCOM (SSC NASSCOM) an integral part of NASSCOM, is the skill standard setting body of the IT-ITeS Industry, is the education & skill development initiative of NASSCOM; works with its industry members and select academic and skill development institutions to help improve the quality and quantity of the employable workforce available to this industry.

AND

Tamil Nadu Skill Development Corporation (TNSDC) is a section 8 company registered under companies act the Nodal Agency for monitoring, coordinating, and converging all skill development initiatives in the state. The body creates an over-arching integrated framework for actions pertaining to skill development in the state.

Tamil Nadu Skill Development Corporation and NASSCOM as a way forward are independently referred to as TNSDC/ First Party and Second Party /SSC respectively, and collectively referred to as Parties.

THE MoA WITNESSED AND THE PARTIES HERETO AGREE AS FOLLOWS:

I. PREAMBLE / BACKGROUND / OBJECTIVE

TNSDC is currently operating various skill development programs in the state namely, the Short-Term Skilling Program, RPL (Recognition of Prior Learning), ASDC (Apex Skill Development Centers) PMKVY-3 and SANKALP. All these programs are using curriculum is based on Qualification Packs (QP) prepared by various respective Sector Skill Councils and approved by NSDC. In case of ASDC, which is a state-based initiative, qualifications are mix of SSC aligned and industry aligned in the sectors of its operation. TNSDC may expand, contract, terminate or launch new skill development/ entrepreneurship related schemes in response to the evolving needs of skill development in Tamil Nadu.

Payment terms for these schemes as applicable is in line with TNSDC norms or the Common Norms notified by the Ministry of Skill Development and Entrepreneurship on 15th July 2015 ("Common cost Norms") which is updated annually.

The national skill development intuitional structure currently assigns SSCs significant role in quality assurance, assessment & certifications, industry engagement, etc. TNSDC has decided to align with the NSQF and other elements of the national framework to the extent possible, leveraging SSC expertise in above listed areas ensures national mobility and recognition to the youth of Tamil Nadu skilled under TNSDC schemes.

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 Tamil Nadu 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 the 'Skill Hub' for self and country.
2. This engagement aims to implement short-term awareness and skill competency development programs including Foundation and Deep Skilling courses and other courses as applicable without charging any fee (i.e., free of cost) in the emerging / existing sectors.
3. This intervention aims to equip the candidates/students and 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 and the future of work.

III. GENERAL PROVISIONS

1. The Parties intend to coordinate and focus their efforts on co-operation within the area of the identified upskilling / reskilling /skilling, 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/skilling/reskilling and awareness-oriented Skilling, Upskilling and Reskilling initiatives in the emerging technologies in relevant sectors including areas like professional skills. Preparation and implementation of upskilling/reskilling/skilling plans by the Parties concerned w.r.t. the candidates/ students and faculty / staff of institutions covered under Tamil Nadu – Naan Mudhalvan scheme .
3. Coordination and implementation with TNSDC (Tamil Nadu Skill Development Corporation).
4. Discussion on other issues pertaining to the implementation of this Agreement
5. Monitoring and evaluation of all on-going initiatives.
6. Branding and awareness of skilling initiatives on emerging technologies in relevant Sectors.

V. ROLE AND RESPONSIBILITIES OF TNSDC

1. TNSDC will leverage the **Naan Mudhalvan** platform Initiative which will promote skill development in the State of Tamil Nadu 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 SECOND PARTY/SSC

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 Tamil Nadu.
3. Naan Mudhalvan platform will provide access to all the free content available on platform, which is classified as Awareness Level, Foundation Level and Intermediate/Advanced Level (Deep Skilling) .
4. Offer the learning content that matches 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 TNSDC Team members and the SPOC concerned.

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 Second Party and TNSDC.
2. No license or right is granted to Second Party by TNSDC by implication, estoppel or otherwise to any such third-party names or trademarks or to the TNSDC Trademarks hereby.
3. **Branding:** Second Party 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. Second Party would seek permission from TNSDC before using the Tamil Nadu – Naan Mudhalvan logo for any PR activity.


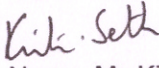
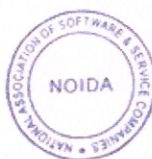
X. MISCELLANEOUS PROVISIONS

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 Second Party 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 MoA which is necessary for the smooth functioning of the Scheme shall be finalized between TNSDC and Second Party 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 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/ 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 Agreement 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 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 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 Agreement TNSDC and Second Party affirm their commitment to fulfil and achieve the objectives mutually agreed upon.

Signed this Memorandum of Agreement at Chennai on this 29th day of 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>Name: Tmt. J. Innocent Divya, IAS Designation: MD, TNSDC</p> <p>STAMP</p> | <p>For and on behalf of NASSCOM (Second Party/SSC)</p> <p>Address: NASSCOM, Plot No – 7,8.9 & 10, Sector – 126 , Noida,UP-201303</p> <p>Signature </p> <p>Name: Ms Kirti Seth Designation: CEO IT-ITeS Sector Skills Council</p> <p>STAMP </p> |
|--|---|

Witness : TNSDC

Name : R. natarajan .

Designation: PROJECT DIRECTOR
Tech.

Signature: 

Witness: NASSCOM (Second Party /SSC)

Name : SMITHA MV

Designation: Consultant,
NASSCOM

Signature: 





MoU Free Program- TNSDC

Final Audit Report

2022-08-26

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