

MEMORANDUM OF AGREEMENT (MOA)

BETWEEN

TAMILNADU SKILL DEVELOPMENT CORPORATION

AND

SKILLSONICS INDIA PRIVATE LIMITED

AS

**A SKILL TRAINING PARTNER
UNDER NAAN MUDHALVAN**

This Memorandum of Agreement (MoA) is made at Chennai on 29th 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

SKILLSONICS INDIA PRIVATE LIMITED, a company incorporated under the Companies Act 1956, having its corporate office at #2020, 3rd Floor, South End 'E' Main Road, 9th Block, Jayanagar, Bengaluru – 560011, hereinafter referred to as '**Skillsonics**', which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assign of the Second Part.

THE MoA WITNESSED AND THE PARTIES HERETO AGREE AS FOLLOWS:

I. PREAMBLE / BACKGROUND / OBJECTIVE

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.

- b. 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.
 - c. 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.
 - d. TNSDC will also work internally to build their internal talent pool by encouraging Institutions /students & faculty/staff members to complete more badging and certifications.
 - e. 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 SKILLSONICS

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 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 SkillSonics and TNSDC.
2. No license or right is granted to SkillSonics by TNSDC by implication, estoppel or otherwise to any such third-party names or trademarks or to the TNSDC Trademarks hereby.
3. **Branding:** SkillSonics 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. SkillSonics 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 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 drop-outs 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 SkillSonics 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 SkillsSonics 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 Agreement 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 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 SkillSonics affirm their commitment to fulfil and achieve the objectives mutually agreed upon.

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

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| <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 style="text-align: center;"></p> <hr/> <p>Signature Name: Tmt. J. Innocent Divya, IAS Design: MD, Tamilnadu Skill Development Corporation.</p> <p>STAMP</p> <p>Tamilnadu Skill Development Corporation. Witness:</p> <p style="text-align: center;"></p> <hr/> <p>Signature Name: R. Aratarajan Design: PROJECT DIRECTOR Tech</p> <p>STAMP</p> | <p>For and on behalf of SkillSonics India Pvt Ltd. Address: #2020, 3rd Floor, South End 'E' Main Road, 9th Block, Jayanagar, Bengaluru - 560011</p> <p style="text-align: center;"></p> <p style="text-align: center;">For SkillSonics India Pvt. Ltd.</p> <hr/> <p>Signature Name: Mr. Prasenjit Kundu Designation: CEO Authorised Signatory</p> <p>STAMP</p> <p>SkillSonics India Pvt Ltd. Witness:</p> <p style="text-align: center;"></p> <hr/> <p>Signature Name: Junaid Javed Design: Lead- Technical</p> <p>STAMP</p> <div style="text-align: right;">  </div> |
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