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महाराष्ट्र MAHARASHTRA

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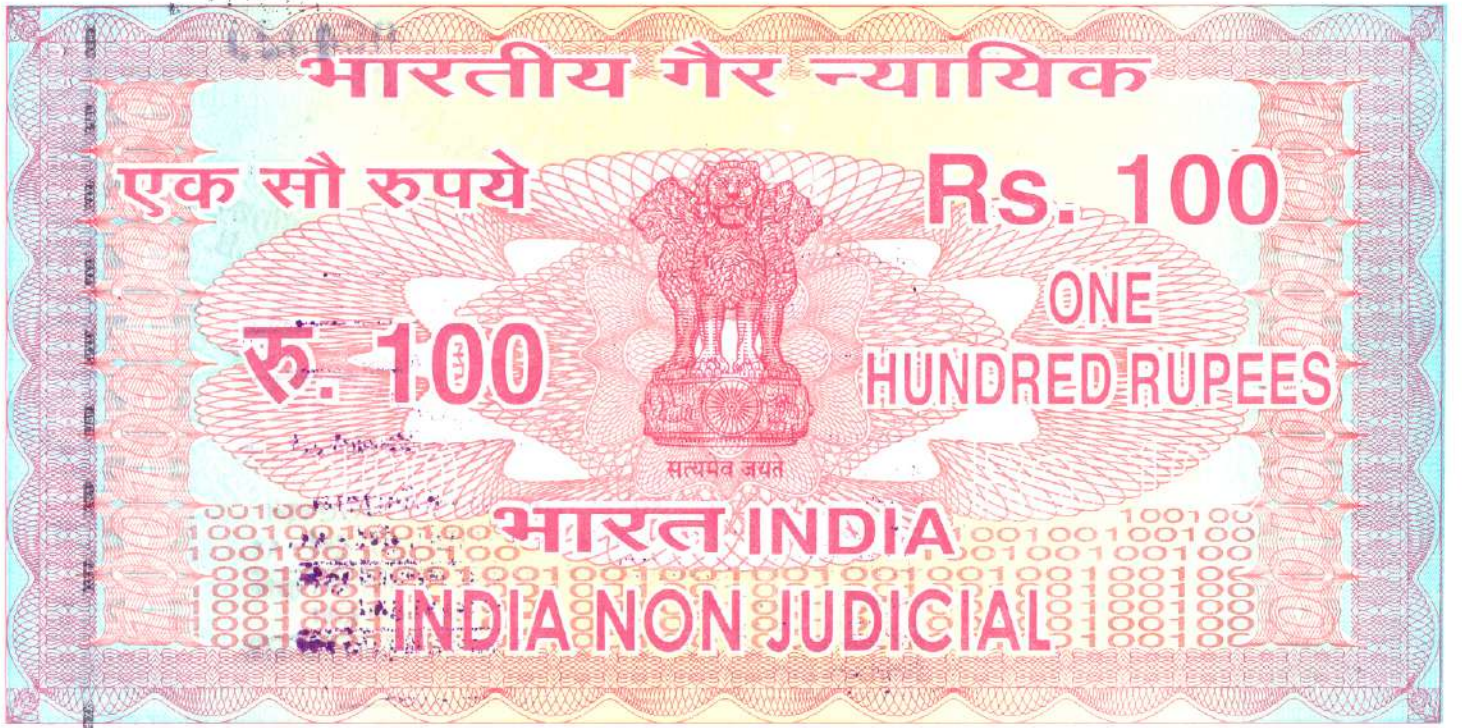
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प्रधान मुद्रांक कार्यालय, मुंबई
 प.मु.वि.क्र. ८००००९५
 24 MAR 2022
 सक्षम अधिकारी ✓

श्री दि. क. गवई

This stamp paper is an integral Part of Agreement for services between Tamil Nadu skill development corporation and Tata Consultancy services Limited





महाराष्ट्र MAHARASHTRA

2022

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प्रधान मुद्रांक कार्यालय, मुंबई.
प.मु.वि.क्र. ८००००९५
22 MAR 2022
सक्षम अधिकारी

श्रीम. एल. एल. सांगळे

This stamp paper is an integral part of agreement for services between Tamil Nadu skill development corporation and Tata consultancy services Limited.

of

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (herein after referred as "Agreement") is made effective as of **2nd June 2022** the Effective Date by and between

Tata Consultancy Services Limited, a company incorporated under the Companies Act 1956, with its corporate office located at TCS House, Raveline Street, 21 D. S. Marg, Fort, Mumbai 400001, herein after referred as '**TCS**' (which expression shall include its successors and assigns) and the Customer entity named in the signature block below, with other details thereof set out in Schedule 1- Contract Details, herein after referred as a '**Customer**' (which expressions shall, unless the context requires otherwise, includes its successor in business and permitted assigns).

In this Agreement, TCS and Customer are collectively referred as "Parties" and individually as a "Party".

WHEREAS TCS has developed a proprietary business concept titled as 'IT-as-a-Service' aimed at delivering an integrated suite of end-to-end business solutions including updating data online and cloud services to small and medium businesses (SMB), involves use of shared software applications owned or licensed and hosted by TCS at a centralized TCS facilities.

AND WHEREAS Customer desires to avail of services of TCS as more fully described in the applicable Statement of Work and TCS agrees to provide such services in accordance with the terms and conditions set out in this Agreement and the applicable Statement of Work.

NOW THIS AGREEMENT WITNESSETH:

1. Definitions:

- a. **"Authorized Users"** means only those individuals (working for and on behalf of Customer, or for Customer's clients, students of the Customers or individual clients of the Customer) identified by the Customer who have a bona fide need to have access to TCS Application System in connection with the use of Services by Customer under this Agreement.
- b. **"Customer Data"** means all applicable information, data and materials furnished or made available to TCS and/or introduced in the Services Environment by or on behalf of Customer, using the TCS Application System and/or Services.
- c. **"Confidential Information"** means and include all business strategies, plans and procedures, proprietary information, software program, documentation, tools, processes, methodologies, data and trade secrets, information relating to customers, employees, or business partners, and any other designated confidential or proprietary information and materials of the Disclosing Party, its affiliates, clients or suppliers, that may be received or obtained by the Receiving Party as a result of this Agreement. The terms "Disclosing Party" and **"Receiving Party"** shall have the meaning assigned to each of them in Clause 10.
- d. **"Hosting Environment"** means TCS's servers within the facilities and environment managed and utilized by TCS to provide the Services to Customer, including all software, servers, hardware, networks, equipment, and telecommunications facilities and the technology installed within such environment.
- e. **"Intellectual Property Rights"** means any and all intellectual property rights and industrial rights of any kind, including without limitation, copyrights, patents, trademarks, design rights and trade secrets and any other form of related protection, statutory or otherwise, wherever in the world subsisting, whether registered or not.
- f. **"Personal Data"** means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. Personal Data introduced in the Services Environment by or on behalf of Customer would also be Customer Data.



- g. **"Services"** means the services to be performed by or on behalf of TCS under this Agreement as specified in detail under applicable Statement of Work
- h. **"Services Commencement Date"** means the date as notified in writing by TCS to the Customer on which the Services are agreed to be commenced.
- i. **"Services Environment"** means collectively or severally (as the context may require) the Hosting Environment and TCS Link.
- j. **"Statement of Work"** means a statement of work as per the format prescribed in Schedule 2 and executed by the Parties pursuant to the terms of this Agreement (including any Schedule, Exhibit or Appendices to Statement of Work, whether now existing or subsequently executed by the Parties), describing the Services to be provided to the Customer.
- k. **"Taxes"** means any sales, use, value added tax, service tax or any other taxes of similar nature or any similar, additional or replacement duty, levy or tax applicable to or in connection with the charges payable or Services rendered under this Agreement, other than tax based on TCS's income.
- l. **"TCS Application System"** means the specific software applications/solutions whether owned or licensed by TCS in relevant Statement of Work, which TCS will host on its Services Environment for the provision of Services under this Agreement including Services related to updating data online in TCS Application System includes, without limitation, proprietary software programs, processes, algorithms, user interfaces, know-how, techniques and other tangible and intangible technical material or information and the technology installed within TCS Application System.
- m. **"TCS Link"** means a link either by way of a link located at a URL or a physical port prescribed by TCS established, provided and maintained by TCS, as part of the Services, for connecting to TCS Application System.
- n. **"Use"** means using and/or accessing the TCS Application System by the Authorized Users, for the purposes of executing, processing, transmitting, transferring, loading and storing of data in connection with the Services rendered by the TCS under this Agreement, in terms of this Use Terms.
- o. **"Use Terms"** means the terms and conditions applicable for use of the respective items of TCS Application System, as identified in Clause 5.

2. Scope of Services:

- a. Services: The scope of **Services** to be provided by TCS to Customer shall be as per the applicable Statement of Work and its Exhibits. TCS will host on TCS's **Services Environment** at TCS designated location(s), the **TCS Application System**, for provision of such Services. TCS reserves the right to modify the **Services Environment** without impacting the **Services**. The Services may commence on the Service Commencement Date. If the Parties desire to modify the Statement of Work in any manner, the Parties agree that such change, to **Statement of Work** and its corresponding change to other Schedules hereto shall be implemented in accordance with the Change Control Procedure as defined herein below.
- b. Permitted Use of Services: Customer's use of TCS Applications System shall always be subject to the Use Terms stipulated in Clause 5. In case the TCS Application System includes a third-party software (identified in **Statement of Work**), and where such third-party licensor requires Customer to sign a license agreement, the Customer agrees to execute such third-party software license agreement, which shall prevail upon any conflicting provisions herein. Such third-party software license agreement shall become a part of this Agreement.

3. Obligations of Customer:

Customer undertakes to comply with all the access authorization and access controls for the Customer's and its Authorized Users access to the Services Environment as may be prescribed by TCS. Customer shall limit the access to Services Environment only to the Authorized Users. Customer shall have complete responsibility and liability for the acts and omission of its Authorized Users. Customer shall defend, indemnify and hold TCS harmless from and against any claim, proceeding, judgment, costs and expenses (including, reasonable attorney fees) to the extent based on the acts and omission of its Authorized Users.

(TCS Proprietary and Confidential)



Further, Customer warrants that all the data uploaded by the Customer or its Authorized Users into TCS Application System, do not infringe, violate, or misappropriate any Intellectual Property Rights of any third party and the Customer shall be responsible and liable for posting, uploading, inputting, providing or submitting such data in to TCS Application System.

Each Authorized Users shall follow the security policies and rules as have been notified by TCS. Customer acknowledges that the Services offered by TCS under this Agreement are not the data processing services but are in the nature of information technology infrastructure and application services for Customer's own data processing and business use only and agrees that the Customer shall not, in any way, commercially exploit the Services otherwise. Customer shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. The Customer shall notify TCS immediately of any unauthorized use of the Services or Services Environment. Customer undertakes that all Customer Data will not infringe the intellectual property rights of any third party.

4. Proprietary Rights:

- a. Intellectual Property Rights: All rights, title and interests in and to the Services Environment, TCS Application System and any other material used by TCS in the provision of the Services shall exclusively belong to TCS or its licensors ("TCS Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the TCS Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to TCS or its licensors and the Customer shall not be entitled to claim any rights therein. All rights, title and interests in the Customer Data shall always remain with Customer. However, TCS shall have the right and license to use the Customer data for support purposes. Customer agrees that TCS shall have the right to list Customer name in its marketing material and use Customer logo with respect to such listing and for reference purposes. The Customer acknowledges that the provision of the Services hereunder by TCS shall be on a non-exclusive basis and TCS shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude TCS from providing such services or performing such obligations to its other clients. Similarly, Customer agreement is also non-exclusive, and the customer shall be free to avail any similar services from any other service provider.
- b. Restrictions on Copying: Copying of the TCS Application System is prohibited except with TCS's prior written consent and authorization. Neither Customer nor any Authorized User is authorized to sell, license, sublicense, distribute, assign, transfer or distribute or timeshare the TCS Application System or otherwise grant any right to any third party (other than Authorized Users). Any attempted sale, licensing, sublicensing, distribution, marketing, assignment or time sharing including by interactive cable or remote processing services or otherwise shall be null and void. Customer is not entitled to, and shall not make or permit others to, reverse engineer, disassemble, de-compile, recreate, enhance or modify the TCS Application System or any part thereof or to create enhancements to or derivative works of the TCS Application System or any portions thereof.
- c. Proprietary, Confidentiality Markings or Notices and Trademarks: Customer shall retain all of TCS's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on the TCS Application System. Customer shall not, permit any Authorized Users or other persons to, remove, alter or otherwise render illegible any of TCS's Logo, Trademark, Copyright notice or other proprietary or confidentiality markings that may be placed on the TCS Application System or components thereof provided to Customer hereunder. Customer shall not remove or alter TCS's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on all copies of the TCS Application System or any part thereof including the documentation. Customer will have no rights in any trademarks or service marks, or trade names adopted by the TCS and/or its licensors for the TCS Application System or any part thereof. TCS shall also not use customer name, logo or any other material without formal consent/approval.
- d. Breach: Should the TCS Application System be Used beyond the Use rights by Authorized Users as set out herein, TCS shall notify Customer in writing requiring Customer to cure the breach of Use Terms and if Customer does not cure such breach within 10 days (or such other period that the TCS may permit upon Customer's request), of receipt of written notice from TCS then TCS shall be entitled to terminate the Use



rights granted hereunder in respect of such TCS Application System, without prejudice to any other rights or remedies TCS may have under this Use Terms or otherwise.

5. Use Terms:

- a. Usage rights: (i) Subject to the terms and conditions set forth in this Use Terms, effective upon TCS permitting access to Customer of the TCS Application System through any means, TCS hereby grants to Customer the right to Use as specifically permitted under this Use Terms and to permit Authorized Users to Use the TCS Application System during the Term of this Agreement. The forgoing does not (a) authorize installation of the TCS Application System other than on Service Environment, (b) permit Use of the TCS Application System for any purpose other than as permitted under this Use Terms, or (c) permit Use of the TCS Application System to any Person other than Authorized User. Any extension or change of the contractual use of the TCS Application System requires TCS' prior written consent and authorization. Customer is responsible to ensure compliance with all usage restrictions and other applicable terms and conditions of this Use Terms by each Authorized User. Any breach or non-compliance of the terms and conditions of this Use Terms by any Authorized User shall be deemed to be a breach or non-compliance by Customer. Customer will indemnify and defend the TCS in respect of any breach of this Use Terms to the extent that such breach arises from any act (or failure to act) by the Authorized Users.
- b. The usage rights granted herein, and the provisions of this Use Terms do not grant or convey to Customer any ownership rights and interest or title in or to the TCS Application System any Intellectual Property Rights therein nor do they permit Customer to make derivative works or to make copies of the TCS Application System. To the extent that TCS Application System consists of any software codes, such material, when delivered to Customer pursuant to this Use Terms, shall be delivered by TCS in Object Code form only and Customer shall not have any right or license with respect to the Source Code or data base design of the TCS Application System.

6. Compensation:

In consideration of the Services hereunder, the Customer shall pay TCS the fees and expenses ("Charges") as specified in applicable Statement of Work. All amounts payable to TCS are inclusive of all applicable Taxes. Customer shall be entitled to deduct from applicable payments to TCS, any tax on TCS' income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide TCS with evidence or certificate of payment of such tax to the taxing authorities. TCS shall submit invoices to Customer in accordance with the payment schedule in applicable Statement of Work. Customer shall remit payment to TCS within sixty (60) days from the receipt of invoice. TCS shall invoice and Customer shall make payment, in accordance with the billing period specified in applicable Statement of Work. If any invoice remains unpaid after the aforesaid period, TCS shall be entitled to recover the unpaid invoices with interest @ 1.5% per month calculated from the payment due date until the recovery is made in full, with interest and/or suspend the Services.

7. Processing Norms:

Both Parties acknowledge and agree that the provision of certain Services under this Agreement may require TCS to interact with the clients and suppliers of Customer relating to the Services as special agent for and on behalf of the Customer and/or to process transactions, in accordance with the general or special guidelines, norms and instructions ("Processing Norms") provided by Customer and agreed by the Parties. Candidate data including but not limited to Personal Data, images of the candidate shall belong to the Customer, with TCS being a data processor for the Customer. TCS shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and TCS shall incur no liability for claims, loss or damages arising as a result of TCS's compliance with the Processing Norms. Customer agrees to indemnify, defend and hold TCS and its affiliates, their officers and employees involved in the Services, harmless from any and all claims, actions, damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees and expenses, arising out of or resulting from TCS' compliance with Processing Norms and the Customer's liability arising out of this Clause shall be outside of the liability cap provided in Clause 9. Customer also agrees to indemnify TCS against all acts of the Customer that will, in any manner, directly or indirectly incriminate the name of TCS. Further, Customer shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.



8. Representations And Warranties:

TCS warrants that the Services will be provided in a skillful and workman like manner and in conformity with the scope described in applicable Statement of Work. Customer warrants that it shall abstain from indulging in any act which shall, directly or indirectly, defame or incriminate the name of TCS. Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. EXCEPT AS SET FORTH IN THIS CLAUSE, TCS MAKES NO WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER OR UNDER SCOPE OF WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY TCS.

9. Limitation of Liability:

- a. TCS shall not be liable to the other for any special, indirect, incidental, consequential (including loss of revenue, data and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the Party has been advised of the possibility of such damages.
- b. The total aggregate liability of TCS under this Agreement shall not exceed the amount paid to TCS by the Customer under the relevant Statement of Work that gives rise to such liability during the twelve-month period immediately preceding such claim.
- c. TCS shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of Customer to perform any of Customer's obligations. In such event, TCS shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge the Customer for additional costs incurred, if any, as may be mutually agreed upon between the Parties. It is agreed between the Parties that TCS shall not be liable for any operational losses sustained or incurred by the Customer

10. Confidential Information:

- a. Each Party (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all such steps to prevent unauthorized access to the Disclosing Party's Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use the Disclosing Party's Confidential Information, or authorize other persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder, and (iii) shall require all persons and entities who are provided access to the Disclosing Party's Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions substantially similar to those set forth in this Clause 10.
- b. The provisions of this Clause respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.



11. Term And Termination:

- a. Term: The term of this Agreement shall commence on the Effective Date and continue for period of two (2) years unless terminated earlier in accordance with the provisions herein. The Agreement may be renewed for further term(s) on mutual agreement between the Parties.
- b. Termination for Material Breach: Either Party may terminate this Agreement immediately by a written notice to the other Party (i) in the event of a material breach by the other Party, by a written notice immediately, if the breach is not curable and by a written notice of 30 days, if the breach is curable and is not cured within the said notice period; or (ii) in the event of any proceedings in bankruptcy, insolvency or winding up filed by or against the other Party or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings.
- c. Effect of Termination: In the event of termination or expiry of this Agreement, (A) Customer shall (i) forthwith cease to access and/ or use any of TCS Application Systems and Services Environment; (ii) return to TCS any of TCS confidential and proprietary information and material in its possession; and (B) TCS shall (i) return to Customer all confidential and proprietary information of Customer.

12. Change Control Procedure:

- a. Either Party may request a change in the scope of Services or deliverables, but no such change shall be effective and binding unless such changes are documented in writing and signed by both Parties.
- b. If Customer desires to propose a change in Scope of Services, Customer shall deliver to TCS a change request in writing, describing the changes proposed. Promptly following TCS' receipt of Customer's change request, TCS shall submit a written change order proposal to Customer. If TCS desires to propose any change, TCS shall submit to the Customer a written description of the change for Customer's review and approval. Any change order document prepared by the Parties shall include, among other items, an estimate of additional charges to Customer, if applicable, for the modified Services, any additional software or other material required to implement the change and any expected impact on the time schedule or service levels (if any agreed) under the relevant Statement of Work.

13. Miscellaneous Provisions:

- a. Independent Contractors and assignment: Each Party to this contract is an independent contracting entity and shall not be deemed an agent, legal representative, joint venture partner or partner of the other. Neither Party is authorized to bind the other to any third person. Customer shall not assign or transfer this Agreement or any obligations hereunder to any third party, without the prior written consent of TCS.
- b. Governing Law and Dispute Resolution: This Agreement shall be governed by and interpreted in accordance with the laws of India. All disputes or differences whatsoever arising between the Parties, out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof, shall be settled amicably. If, however, the Parties are not able to resolve such dispute or difference amicably, the same shall be referred for Arbitration to a sole Arbitrator to be mutually agreed upon and failing such agreement to an Arbitration tribunal consisting of three arbitrators. Each Party will nominate an arbitrator and these two arbitrators by mutual agreement will appoint the third arbitrator to constitute the Arbitration tribunal. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996. The Arbitration proceedings will be carried out at Chennai and the award made in pursuance thereof shall be binding on the Parties.
- c. Entire Agreement: This Agreement along with Statement of Work, Schedules and Exhibits thereunder sets forth the entire understanding of the Parties and supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings between the Parties hereto, with respect to the subject matter hereof. Each Party acknowledges that it has not relied on or been induced to enter into this Agreement by, and to the extent permitted by applicable law, a Party is not liable to another Party in contract or tort or in any other way for, a representation or warranty that is not set out in this Agreement. This Agreement may be amended only by a written instrument signed by a duly authorized representative of each of the Parties. If any provision of this Agreement be held invalid or unenforceable by a competent court, such provision shall be modified to the extent necessary to make it valid and enforceable whilst preserving the intent of the Parties and all other provisions of this Agreement shall remain fully valid



and enforceable unless otherwise agreed between the Parties. No provision of this Agreement nor any breach thereof will be considered waived by either Party, unless such waiver is in writing signed on behalf of that Party and no such waiver will constitute a waiver of, or excuse for any other or subsequent breach of this Agreement. Certain provisions of this Agreement which by their very nature ought to survive, shall so survive the termination of this Agreement.

- d. Force Majeure: Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by any reason beyond its reasonable control, such as fire, flood, earthquake, elements of nature or acts of God, acts of state, strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action (a "Force Majeure Event"): The affected Party will immediately notify the other by reasonable detail of the Force Majeure Event. If a Force Majeure Event continues for more than 30 days, either Party may, by a written notice to the other Party, terminate this Agreement, without liability.
- e. No Third-Party Beneficiaries. Nothing in this Agreement or any Statement of Work shall confer any rights upon any person other than the parties hereto and their respective successors and permitted assigns.

14. Customer data handling:

- a. Customer can access the TCS iON Help Central for detailed information related to Services, security, data privacy, incident management, and business continuity. The TCS iON Help Central link is: <https://www.tcsion.com/dotcom/iONHelp/>

b. Reporting Incidents

Customer can report incidents via email as well as other agreed channels of communication. Special email ids, created to report critical incidents, are as follows:

Sr. No.	Description	TCS Point of Contact
1	Services related issues	ion.servicedesk@tcs.com
2	Security breach incidents	tcsion.incidentmanager@tcs.com
3	Privacy breach incidents	tcsion.incidentmanager@tcs.com
4	Intellectual Property Right breach incidents	tcsion.incidentmanager@tcs.com

Changes in the TCS Point of Contact, shall be communicated to the Customer vide email.

c. Customer Data Handling:

- I. Customer data entered/uploaded in application shall be stored in TCS Data centers in India. Data shared through portable media shall be stored in TCS location where the TCS team is operating from.
- II. Data exchange between TCS and Customer shall be encrypted.
- III. Customer allows TCS to access and use Customer Data to improve and enhance Services provided to Customer as well as to debug issues and problems reported by Customer.
- IV. Physical documents containing Personal Data will be due for destruction by the party holding these documents, once the purpose for collecting such documents is served.
- V. On contract expiry, or contract termination, or non-renewal of this contract, or any break in Services provided by TCS to Customer, all Customer Data including Personal Data would be due for deletion. In essence, Customer Data may be retained only as long as Services continue under a valid contract. In case of such a break in Services, Personal Data too would be due for deletion irrespective of its purpose being served or otherwise. TCS would provide to the Customer thirty (30) days from a break in Services during the contract term itself, to enable the Customer to download their data using data export, reports, and data download features available in TCS Application Systems; after thirty (30) days Customer Data would be due for deletion.




- VI. Periodic backups of the complete production environment, including Customer data, would be retained for at least one year from the date of such an aggregated production backup, after which the backup as a whole would be due for deletion. Such backups would be stored separately from data in production environment and would always be retained for this duration irrespective of any break in Services to the Customer. In essence, the parties agree that it is technically infeasible to delete Customer data from past backups, even when Customer data is deleted from the production environment.
- VII. TCS would adopt any technically efficient, safe, and practical means to destruct Physical documents, and to delete digital data such as Customer Data, Personal Data, data backups, and CCTV footage. Destruction of physical documents or deletion of digital data will be carefully scheduled, within a reasonable time of its due date.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly

Tamil Nadu Skill Development Corporation
("Customer")

By: _____
Name: J. Innocent Divya, IAS
Title: Managing Director
Date:

Tata Consultancy Services Limited
("TCS")

By: 
Name: Venguswamy Ramaswamy
Title: Global head- TCS iON
Date: 23/08/2022



SCHEDULE 1
CONTRACT DETAILS

<u>Customer Name and details of its constitution</u>	<u>Registered office address</u>	<u>Details of Contact person</u>
Tamil Nadu Skill Development Corporation (TNSDC) TNSDC is a non-profit public limited State Government company limited by shares, incorporated under Section 25 of the Companies Act, 1956 with Corporate Identity Number U74120TN2013NPL092026.	Tamil Nadu Skill Development Corporation, Thiru. Vi Ka Industrial Estate, Guindy, Chennai 600032	Name- Tmt. J. Innocent Divya, IAS Designation- Managing Director Contact No- 044-29813778 Email Id- md@tnsdc.in

<u>Contract Term</u>	<u>Effective Date</u>
2 years from effective date (End date: 1 st June 2024)	2 nd June 2022



SCHEDULE 2

Statement of Work Format:

This Statement of Work ('SOW') dated _____ between _____ having its registered office at _____ (hereinafter 'Customer') and Tata Consultancy Services Limited having its corporate office at TCS House, Raveline Street, 21 D.S. Marg, Fort, Mumbai 400 001 (hereinafter 'TCS') is pursuant to the Master Services Agreement ('Agreement') dated _____ executed between TCS and Customer.

WHEREAS:

The Parties agree with the following terms and conditions:

- a) Description of iON Solution: <<<<< TCS internal team to insert agreed scope of service>>>>
 - i. **Hosting Environment:**
 - ii. **TCS Link:**
 - iii. **Third Party Software:** (Pursuant to Clause 2(b) of the Agreement)
 - iv. **Contract Term:** (Pursuant to Clause 11(a) of the Agreement)
 - v. **Charges:** (Pursuant to Clause 6 of the Agreement)
 - vi. **Out of Scope/ Exclusions:**
 - vii. **Authorized Users:**
- b) **Rate Structure:**
- c) **Additional Terms and Conditions:** In addition to terms and condition stipulate in the Agreement, following additional terms and conditions are applicable to Customer use of TCS Application Systems fully described in this Statement of Work.

Except for the conditions set herein, this Sow shall be governed by the terms and conditions stated in the Agreement and shall be binding on both Parties.
TCS shall invoice Business Partner based upon the payment terms as mentioned in the Partnership Agreement.

(Customer name)

By: _____

Name: _____

Title: _____

Tata Consultancy Services Limited

By:  _____

Name: Venguslamy Ramaslamy

Title: Global Head - TCS iON



STATEMENT OF WORK

This Statement of Work ('SOW') dated _____ is between Tamil Nadu Skill Development Corporation, a non-profit public limited State Government company limited by shares, incorporated under Section 25 of the Companies Act, 1956 (CIN: U74120TN2013NPL092026), with its registered office located at Thiru. Vi Ka Industrial Estate, Guindy, Chennai 600032 Phone: 044-29813778, email: md@tnsdc.in (hereinafter 'Customer') and Tata Consultancy Services Limited, (Pan no. AAACR4849R GST no. 29AAACR4849R1ZH CIN no. L22210MH1995PLC084781) having its corporate office at TCS House, Raveline Street, 21 D.S. Marg, Fort, Mumbai 400 001 (hereinafter 'TCS') is pursuant to the Master Services Agreement ('Agreement') dated _____ executed between TCS and Customer.

WHEREAS:

The Parties agree with the following terms and conditions:

I. Description of the Scope of Services

1. Mobilization and pre-screening of 10,000 youths based on TCS National Qualifier Test (NQT):

- a. As part of this project, there will be a mobilization of 10,000 youths which will be facilitated through two Government departments: Directorate of Technical Education (DoTE) and Directorate of Collegiate Education (DCE).
- b. Both the respective government departments shall help connect TCS team with Heads of state educational institutions covering Arts and Science Colleges, Engineering Colleges, Constituent colleges, among others. The minimum eligibility for these courses are students pursuing in B.E / B.Tech / BCA / B.Sc / M.E./ MCA / M.Sc. / M.Tech, or any other relevant discipline in IT and non-IT streams. Final year students in IT streams may be preferred for enrolment / registration.
- c. The TCS NQT assessment shall be offered to 10,000 youths as part of pre-screening activity and shall be evaluated based on NQT Cognitive and Attitudinal Alignment NQT (Psychometric) for the shortlisting of 2500 students. The pre-screening shall be conducted in the respective educational institutions in a remote proctored approach. The remaining 7500 candidates shall be provided access to TCS iON Job Listing Platform.

About TCS iON National Qualifier Test

TCS National Qualifier Test, is a PAN India assessment conducted by TCS iON, to gauge skill-based capabilities of Job Seekers for their Employability Index and Industry ready relevance, based on their Cognitive Skills, Attitudinal approach, Industry Awareness and Subject expertise.

It gives access to one single, standardized, high quality benchmark test to showcase their competency to top recruiters, while at the same time, enables many job opportunities across all education streams.

Pre-certification is done in the areas of cognitive ability, psychometric profile, industry awareness, and expertise in subject areas relevant to the industry. These tests are conducted every quarter so that students can showcase their cognitive skills for job readiness and provides multiple test attempts to improve their score. Any pre-final or a final year graduation student or a fresher with up to 2 years of experience is eligible to take this test.

Post taking the test, NQT certified candidates can directly apply for jobs of their choice through our TCS iON Job Listing Portal.

TCS iON National Qualifier Test - Features

- Eligibility: Students from all degrees are eligible to participate in NQT program i.e., both engineering and non-engineering. NQT services are applicable for freshers as well as candidates



with up to 2 years of experience. Even pre-final year students can apply to gauge themselves on various employability aspects.

- Practice Test: 2 practice tests are given to candidates to help them prepare well. Practice tests are available for each of cognitive assessment and IT programming assessment
- Mode of Main Test: Candidates can take assessment via In-center mode at TCS iON authorized centers OR via remote assessment mode to be taken from home. Total 6780 centers are spread across 670 cities.
- TCS NQT Score Card: Detailed performance report will be given to all candidates which will reflect their performance in the test.
- Management Report / Dashboard: The program shall support the management with monthly macro level reports. Initially a report on participation and performance of candidates shall be shared. In following months, management will get reports summarizing every candidate's placement journey i.e., count of shortlisting, jobs applied for, interviews appeared, and job offer rollout.
- iDLH Job Portal: All partnering corporate partners showcase their respective job vacancies at iDLH platform and they shortlist candidates based on their NQT scores and (job role) eligibility criteria. Each NQT certified candidate will be given access to the job portal where they can apply to multiple job openings at same point of time. There is no restriction what-so-ever. Students can apply to TCS and to other companies – IT and Non-IT
- Score validity: NQT scores are valid for 2 years from the date of result.

2. Shortlist and provide licenses to 2500 learners to take up the digital learning programs:

- a. Based on TCS NQT results, 2500 learners shall be shortlisted by TCS iON to take up the digital learning programs. The break-up of these 2500 learners as segregated by TNSDC is as follows:
 - i. 2000 students shall be from the institutions under DoTE
 - ii. 500 students shall be from the institutions under DCE

The total number of learners will remain 2500. However, the actual distribution between DoTE and DCE can vary depending on actual situation as mutually agreed between both the Parties.

- b. The criteria for shortlisting based on pre-screening shall be decided by TCS iON.

3. Provide training to 2500 learners through digital learning programs across 11 emerging technologies, along with placement assistance:

- a. The 2500 shortlisted learners shall be offered Digital Learning Programs across the 11 shortlisted courses by TNSDC. The training shall be offered in a blended mode and will have elements such as Digital Live Lectures, webinars, eContent, etc. The training will be delivered by both academic and industry experts, spread across the location through digital mode. The training will be for 90 hours with additional component of Remote Internship for 125 hours. The candidate will be given an option to take up Industry or Subject NQT post assessment of the program. All the students will be offered 100% placement assistance through TCS iON Job Listing Platform.
- b. List of learning programs is as follows:

Sl. No	Learning Programs*	Academic partner
1	Data Analytics	IIT Patna



2	Machine Learning for Real World Application	IIT Jodhpur
3	Applied Cloud Computing	IIT (ISM) Dhanbad
4	Augmented Reality Development and its Applications	UPES
5	Intelligent Game Design and its Applications	UPES
6	Practical Approach to Cyber Security	IIT Kharagpur
7	Advance Cyber Security An application approach	NIELIT
8	Artificial Intelligence for Real-World Application	IIT Jodhpur
9	IoT and its Applications using Raspberry Pi	IIT Jodhpur
10	Practical Approach to Data Mining and Analytics	IIT (ISM) Dhanbad
11	Social Media and Text Analytics	IIT Kharagpur

* About learning programs:

- i. All learning programs are designed in collaboration with best-in-class academic and industry SMEs.
- ii. TCS engages and partners with the best academic and industry SMEs, who are experts in the respective fields. These SMEs may however vary based on their availability from batch to batch.
- iii. The digital lectures may be delivered by one or more academic and industry SMEs.
- iv. All learning programs have pre- requisites and eligibility criteria defined with inputs from academic SMEs. This is to ensure all leaners taking the course have a basic minimum understanding of base topics that will be covered in the course, and hence cannot be customized.
- v. The given list of learning programs is indicative, based on the enrolment and batch filling status (minimum batch size of 50), select programs will be rolled out.
- vi. All learning programs come with a pre-scheduled batch calendar. Custom batches will be considered case-on-case basis, depending on demand/enrolments and with sufficient lead time.

The design of the evaluation schema, assessment and final exam is done by the academic and industry SMEs. The certificate issued on successful completion of the course would have only TCS iON logo. Co-branding of certificates may be considered with advance notice.

- c. TCS will offer TCS Career Edge – Young Professional Program to all the youth of Tamil Nadu through TNSDC. TCS iON Career Edge - Young Professional is a 15-day career preparedness course that has been designed with the intent to equip the youth of today with core employability skills to take on the future.

- II. **Contract Term:** Pursuant to Clause 11(a) of the Agreement the SOW shall be effective from **2nd June 2022** till **1st June 2024**.

(TCS Proprietary and Confidential)



III. Rate Structure:

A. Pricing model:

Sl. No.	Details	Per Unit Cost (in INR) *	Number of candidates	Total (in INR) *
1	Mobilization and Pre-screening assessment of 10,000 youths – TCS NQT (NQT Cognitive and Attitudinal Alignment NQT)	499	10,000	49,90,000
2	Digital Learning programs for 2500 youths	20,000	2,500	5,00,00,000
3	TCS iON National Qualifier Test (Industry NQT - Information Technology)	1,000	2,500	NIL
4	TCS Career Edge – Young Professional (Soft Skills certification program)	NIL	10,000	NIL
Total				5,49,90,000

* Inclusive of all taxes and applicable duties. The above prices are subject to revision based on the input costs and market dynamics. TCS iON will notify the Customer and mutually agree before the any price revision.

B. Payment and Billing terms:

- i. Licenses will be issued to Customer, through TCS iON Digital Learning Hub.
- ii. For mobilization and pre-screening assessment of 10,000 youths – TCS NQT (NQT Cognitive and Attitudinal Alignment NQT):
 - a. The pre-screening assessment (TCS NQT) will be conducted in two (2) phases.
 - b. TCS to raise invoice within fifteen (15) days of completion of each phase of assessments.
 - c. Customer to make payment to TCS within Sixty (60) days from date of invoice.
- iii. For digital learning programs to 2,500 youth:
 - a. Payment milestones are as follows.

Milestone	Tranche
Candidate registration and Training commencement	30%, against 2500 registrations
Conduct Assessment	50%, against assessed candidates
Placement assistance for 3 months from certification	20%, against certified candidates

- b. TCS to raise invoices within fifteen (15) days of completion of each milestone.
- c. Customer to make payments to TCS within Sixty (60) days of receipt of each invoice.
- iv. TCS shall invoice and Customer shall make payment, in accordance with the billing period specified in applicable Statement of Work. If any invoice remains unpaid after the aforesaid period, TCS shall be entitled to recover the unpaid invoices with interest @ 1.5% per month calculated from the payment due date until the recovery is made in full, with interest and/or suspend the Services.

(TCS Proprietary and Confidential)



IV. **Additional Terms and Conditions:** In addition to terms and condition stipulated in the Agreement, following additional terms and conditions are applicable to customer for use of TCS iON National Qualifier Test and digital learning programs from TCS iON Digital Learning Hub platform, as described in this Statement of Work-:

Roles and obligations of the Parties:

The following are the obligations of the parties to be performed pursuant to this Agreement.

A. **The obligations of TCS:**

- i. TCS will ensure that all the registered candidates get full support on the test readiness aspect i.e., detailed mailer on registration process (to be completed before the last date of registration) and Infrastructure Readiness Check (IRC) run on the candidate's system if they are taking NQT under remote assessment mode.
- ii. It will be candidate's responsibility to ensure that they complete the assessment in stipulated time frame while following the right practices as directed by TCS.
- iii. Shortlisting of a candidate will be on the discretion of TCS (for enrolment to learning programs) and / or recruiting company and their HR protocols (for placement assistance). Neither TCS nor the candidate will have any say on that.
- iv. TCS will provide the required Brand names and logos to Customer for the purpose of advertisement and promotion of the learning and assessment programs.
- v. TCS will provide placement assistance to learners. Following are the key services, which will be offered by TCS pertaining to this clause.
 - a) Aggregating and listing of the jobs related to the selected courses on to the TCS Job listing Platform starting 1 week prior to the batch closure date and communication about the same to all the stakeholders.
 - b) Supporting Institution's placement coordinators through virtual session w.r.t to onboarding candidates on to the TCS iON job listing platform and updation of the profile (Including resume upload/build) on to the platform.
 - c) Sharing the list of the relevant jobs posted on to the platform to Institution's SPOCS on weekly basis, from the date of assessment declaration up to 3 months.
 - d) Email communication to the candidates on weekly basis for the relevant Job postings on to the platform, from the date of assessment declaration up to 3 months.
 - e) Weekly report on candidates onboarded, shortlisted, Interviewed and selected to the concerned stakeholders. Report will also include feedback from the recruiters in case the candidate is rejected.
 - f) Please note placement facilitation is dependent on the candidate's application to the relevant jobs posted on to the platform. In case of non-submission or incomplete application from candidates' side or no show on any stages of the selection process, TCS will not be held responsible for the placement of the said candidate.
 - g) In case the offer letter is issued to the candidates through the TCS ion Job listing platform support and candidate do not accept the offer, candidate will be considered placed from TCS side.

vi. **Service levels:**

Service availability rate at data centre	98% based on quarterly review
Business Hours Support	Mon – Fri between 9:00 AM to 6:00 PM

Exclusions:

The calculation of the SLA excludes events such as:

- The event has occurred as a result of a Force Majeure or during the implementation of any disaster recovery procedure.
- Any activities and/or outages mutually agreed upon by the parties (planned scheduled downtime).

(TCS Proprietary and Confidential)




- The last mile access (Network that connects customer location and Network Service Provider's Point of Presence) or broadband access that is not provided or managed by TCS or its authorized agents.
- The failure of a customer's application, equipment or facilities including any third-party equipment.
- Trouble Tickets associated with new installations or upgrades.
- An interruption where the customer elects not to release the service for testing and repair and continues to use it on an impaired basis.
- Interruptions during any period where TCS or its agents are not allowed access to the Customer premises where the access lines are terminated.


B. The obligations of the Customer:

- i. Customer will be provided with activation codes for the number of licenses planned to procure. Candidates are expected to register in TCS iON Digital Learning Hub and use the activation codes to register for the NQT variant before the last date of registration of the relevant NQT.
- ii. TCS will provide the brand name/logo to Customer for the purpose of advertisement and promotion. Customer beginning marketing after receiving approval from TCS for the creatives. Customer must follow TCS iON branding guidelines provided in the document "**TCS iON_Brand Usage Guidelines_2021**" along with this contract.
- iii. Onus for completing the NQT on time, including registration process, infrastructure readiness check (IRC) if applicable shall lie with the students / Customer. TCS shall not be held responsible, in cases wherein the Candidates fails to complete these processes within the stipulated time, unless such delay is caused due to reasons solely and entirely attributable to TCS that has been proved and mutually agreed.

Tamil Nadu Skill Development Corporation
 ("Customer")

By: 
 Name: J. Innocent Divya, IAS
 Title: Managing Director
 Date:

Tata Consultancy Services Limited
 ("TCS")

By: 
 Name: Venguswamy Ramaswamy
 Title: Global head- TCS iON
 Date: 23/08/2022

