



Letter of Intent

This Letter of Intent ("LOI") is entered at Delhi on 26th August 2022 ("Effective Date")

By & Between

Cisco Commerce India Pvt. Ltd. ("Cisco")

No. 6, Prestige Solitaire, Level - II, No. 6, Brunton Road, Bengaluru 560 001, Karnataka, India

AND

Tamil Nadu Skill Development Corporation ("TNSDC"), Government of Tamil Nadu

1st Floor, Employment Office, Alandur Rd,
Thiru Vi Ka Industrial Estate, Guindy, Chennai – 600 032.

Cisco and TNSDC will hereinafter be referred to as "Party" individually and "the Parties" jointly.

Whereas TNSDC and Cisco aspire to support predetermined higher education institutions in the state of Tamil Nadu with the use of Cisco's NetAcad programs in domain of cyber security, IoT, programming & networking.

Whereas Cisco Networking Academy is Cisco's flagship social investment program which is an internationally recognized IT skills and career-building program available to learning institutions. The program has thrived for more than 24 years and has reached over 15.1 million students in 190 countries across the globe.

I. Scope

The Parties understand that this LOI is intended only to summarize the current business understanding of the Parties with respect to the collaboration areas and to facilitate further discussions regarding certain objectives of the proposed partnership, as more fully described hereinunder, which are non-binding on the Parties. The terms and objectives set forth below shall be used for discussion purposes only and shall not be deemed to create any rights or obligations for or on behalf of any Party. Any implementation of the scope / performance of any obligations by the Parties shall be subject to separate definitive agreement(s) and such definitive agreement(s) shall be subject to internal approvals by Cisco and TNSDC.

The scope of the proposed engagement is as follows:

- a) The Parties, either directly or through their authorized partners/representatives, will aim to facilitate the collaborative project, by providing thought leadership, frameworks, and other possible resources, as may be required.
- b) The Parties will leverage their existing networks to support the access of NetAcad program to higher education institutions of Tamil Nadu.
- c) TNSDC would facilitate approval process and obtain necessary approvals from the state government to integrate NetAcad programs in curriculum of higher education institutions in the State of Tamil Nadu.



(d) Cisco and TNSDC will work together to explore possibility of signing a MOU to effectively implement NetAcad program in the state of Tamil Nadu.

II. Other Terms

- a) Each Party will retain the exclusive rights, title and ownership of all its pre-existing intellectual property or independently developed, Confidential Information and materials (including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology) owned or developed by such Party, and no license to the same is intended to the other Party, unless agreed separately under specific definitive agreements.
- b) Execution of this LOI and participation in the activities described herein is not intended to, and shall not be construed to, create or constitute a franchise, joint venture, partnership, or other joint business relationship between Cisco and TNSDC.
- c) The Parties agree that this LOI shall be effective as of the Effective Date and shall continue in effect until the earliest occurrence of one of the following: (1) the execution of a definitive MOU or definitive agreement relating to the scope of this LOI; (2) written notice by one Party to the other of termination of this LOI; or one (1) year from the Effective Date of this LOI.
- d) The Parties agree keep the existence of this LOI and its contents confidential. Any information, including but not limited to data, business information, technical information, computer programs and documentation, or other data, oral, written or otherwise, furnished or disclosed by one party to the other for the purpose of the collaboration areas detailed herein, will remain the disclosing party's property. Unless such information was previously known to receiving party free of any obligation to keep it confidential or has been or is subsequently made public by the disclosing party or a third party, it must be kept confidential by the receiving party.
- e) This LOI shall be subject to and governed by the laws of India and the courts in Bengaluru shall have exclusive jurisdiction over any claim arising under this LOI.

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IN WITNESS WHEREOF, the Parties have executed this MoU by their duly authorized representatives.
Accepted and Agreed:

For Cisco	For TNSDC
Signature 	Signature
Name: Harish Krishnan	Name: Tmt. J. Innocent Divya
Title: Director, Government Affairs	Title: MD, TNSDC
Date: August 29, 2022 "Approved by Legal"	Date: