

MEMORANDUM OF UNDERSTANDING

BETWEEN

TAMIL NADU SKILL DEVELOPMENT CORPORATION

AND

VSS TECH SOLUTION PRIVATE LIMITED
NEW DELHI

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This Memorandum of Understanding (hereinafter referred to as "MoU") is entered on 22nd 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

VSS TECH SOLUTION PRIVATE LIMITED, a company incorporated under the laws of India, having its registered office address at 20, National Park, Lajpat Nagar IV, Delhi 20, represented through Mr. Munish Chawla its Co-Founder (hereinafter referred to as "VSS", which expression shall, unless repugnant to the meaning or context hereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PARTY** and

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

Introduction

WHEREAS Tamil Nadu Skill Development corporation, under the initiatives of Government of Tamil Nadu "NAAN MUDHALVAN SCHEME" has planned to impart Skill Enhancement training to the graduating students and youth of Tamil Nadu **And** willing to provide the student community with employable skill that helps in improving their livelihoods and economic security.

WHEREAS the Second party - VSS is engaged in the business of providing livelihood opportunities through technology platforms.

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:



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I. TERM:

This Memorandum of Understanding is for a period of one years and is effective from 22nd Dec,2022 and shall remain in force till 21st December 2023. This MoU may be further extended on terms and conditions as may be mutually agreed by both the parties.

II: OBJECTIVE

- i. The objective of the program is to help the skilled candidate get livelihood opportunities and to undergo technology integration between TNSDC and VSS for service helpline number and other initiatives.
- ii. The beneficiaries shall be from underprivileged sections of society without distinction of caste, creed or religion etc.,

III: OBLIGATIONS OF THE FIRST PARTY (TNSDC)

- i. The first party shall provide the beneficiaries under the said program and shall ensure that they are underprivileged women students/youth looking for livelihood opportunities.
- ii. TNSDC shall include the Service helpline number provided by VSS in their app/website.
- iii. TNSDC shall facilitate the skilling of candidates.
- iv. TNSDC shall help in college placement drives, especially for ITI and women polytechnic colleges
- v. TNSDC shall share its logo for the use in Creatives in social media campaign.
- vi. TNSDC shall participate in the Livelihood initiative projects such as Aarambh and other CSR initiatives organized by VSS as a partner.
- vii. TNSDC shall:
 - i. Ensure that the necessary infrastructure as per requirements are made available where the program shall be implemented.
 - ii. 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.



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- iii. 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.
- iv. Ensure that the POC should take feedback from the students for quality assurance purpose.

IV: ACTIVITIES OF THE SECOND PARTY (VSS):

- i. VSS shall provide livelihood opportunities to candidates getting skilled by TNSDC.
- ii. VSS shall provide the Service helpline number to TNSDC
- iii. VSS shall arrange and conduct the hybrid work fairs
- iv. VSS shall organize all the livelihood initiative projects like Aarambh and other CSR initiatives to be conducted in collaboration with TNSDC.
- v. VSS shall not release/publish any press statement/ conferences or any other marketing/ promotional material/ advertisement without TNSDC's prior written approval.
- vi. VSS shall ensure to give an update on employability training program and its importance to the training coordinator of the First Party.

VII. FREE OF COST:

The socially and economically disadvantaged underprivileged women students/youth are provided livelihood opportunity. 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.

VIII. GENERAL TERMS:

a. 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.

b. 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



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performance of the obligations or execution of this MoU will violate or in violation of any applicable laws for the time being in force.

c. 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.

IX. DATA SECURITY:

VSS shall at all times ensure that TNSDC'S data received by VSS for performing its obligations under this Agreement are confidential and are fully protected, secured, and shall not be disclosed by VSS or any of its employee/ agents/ representative to any other individual, party or institution.

a. 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.

b. 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 Hyderabad. The decision of the arbitrator shall be final and binding on both the parties.

c. Validity of Clauses:



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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.

d. 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.

e. 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.

f. 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

(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.



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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 Hyderabad.


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.

TAMILNADU SKILL DEVELOPMENT CORPORATION ADDRESS: 1st Floor, Employment Office, Alandur Rd, Thiru Vi Ka Industrial Estate, Guindy, Chennai, Tamil Nadu - 600032	For VSS TECH SOLUTIONS REGISTERED OFFICE/ PREMISES: VSS Tech Solution Private Limited 20 National Park, 1 st Floor, Lajpat Nagar-iv, Delhi-110024
Name of Authorised Representative: Tmt. J. Innocent Divya IAS  Designation: Managing Director Email Id: _____	Name of Authorised Representative: Munish Chawla MUNISH CHAWLA Digitally signed by MUNISH CHAWLA Date: 2022.12.22 17:51:43 +05'30' Designation: <u>Co-Founder</u> Mobile Number: +91 <u>8826313737</u> Email Id: <u>munish@jeevitam.com</u>



Witness 1 *Anyana A.M. Jais*
AVP Service Industry Engagement
Witness 2

Witness 1 *Abhishek Des*
Abh
Witness 2

