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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**TAMILNADU SKILL DEVELOPMENT COUNCIL**

**AND**

**SKILL  LYNC**

**Skill-Lync**

**FOR**

**UNDERTAKING SKILL DEVELOPMENT TRAINING  
UNDER NAAN MUDHALVAN**

This Memorandum of Understanding (MoU) is made in Chennai on 29th August of the year 2022

BETWEEN

TamilNadu Skill Development Corporation has its head office on the 1<sup>st</sup> 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

EPOWERX LEARNING TECHNOLOGIES PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, and has its registered office at 5th,6th & 7th floor, Techno Park, Customs Colony, Rajiv Gandhi IT Expressway, Thuraipakkam, Chennai, Chengalpattu, Tamil Nadu, 600097 Tamil Nadu, India (hereinafter referred to as "Skill- Lync" which expression shall, unless repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns **SECOND PARTY**.

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THE MoU WITNESSED AND THE PARTIES HERETO AGREE AS FOLLOWS:

## I. PREAMBLE / BACKGROUND / OBJECTIVE

Based on the discussion between the MD of TNSDC, and the Skill-Lync team, it was agreed to work out an engagement model wherein Skill-Lync would provide Employability programs to engineering students.

The program aims to upskill the students on Industry relevant content.

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## II. PURPOSE

1. The objective of this MoU 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 paid 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 in emerging sectors & professional skills through the availability of bite-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 a Skill hub.
2. This engagement aims to implement short-term awareness and skill competency development programs including Foundation and Deep Skilling courses on a 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 cooperation/directions will be defined collectively during negotiations. The Parties through mutual effort will try to establish long-term and beneficial cooperation keeping in mind the employability enhancement of TN youth.

## IV. IMPLEMENTATION OF THE MEMORANDUM

1. To ensure the implementation of this MOU, 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 ongoing initiatives.
6. Branding and awareness of skilling initiatives in emerging 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 coordinate 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 the platform.

#### VI. ROLE AND RESPONSIBILITIES OF Skill-Lync

1. Provide access to usage analytics. However, this is subject to the consent received from the candidate/s to share their details.
2. Institutions have access to the Naan Mudhalvan Initiative to promote skill development in the State of Tamil Nadu.
3. Naan Mudhalvan platform will provide access to all the content available on the platform, which is classified as a Foundation level course and Job assistance program.
4. Offer learning content that matches industry standards and is periodically updated.
5. Enable badging, and assessments to learners.
6. 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
7. Arrange initial operational training for Team members and the SPOC.

#### VIII. MONITORING

1. Monitoring the implementation of the deliverables of this MoU will be the responsibility of TNSDC
2. Parties will periodically collaborate to monitor the implementation of the MoU as per the agreed timelines.

#### IX. CO-BRANDING GUIDELINES

1. Cobranding guidelines are an arrangement between Skill-Lync and TNSDC.
2. No license or right is granted to Skill-Lync by TNSDC by implication, estoppel, or otherwise to any such third-party names or trademarks or to the TNSDC Trademarks hereby.
3. **Branding:** Skill-Lync can co-brand with the TNSDC internally / externally after the due approval is written on the Logo (positioning, placement, design, etc) and messaging from TNSDC.

4. Skill-Lync 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 it at subsidized rates.
4. In case of any dropouts the payments will be made as per the hours completed but should have covered a minimum of 40% of the designated hours.
5. Payments are eligible for candidates who logged through the 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 the institution.
7. In case of disputes based on proper records and reconciliation of accounts the disputed payment will be made accordingly.
8. The courses, Job assurances, and Payment terms are detailed in Addendum – 1.


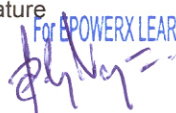
## **XI. MISCELLANEOUS PROVISIONS**

1. This Memorandum of Understanding (MoU) 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 Skill-Lync to suggest guidelines for cooperation. Nothing, therefore, shall diminish the full autonomy of any Party, nor any constraints 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 MoU which is necessary for the smooth functioning of the Scheme shall be finalized between TNSDC and Skill-Lync 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 from the owner Party concerned.
4. Amendments to this MoU will be only based on mutual consensus and the written consent (duly signed) of all the Parties concerned. Additions, deletions, and/or alterations to this MoU may be affected by the written agreement of all the Parties to this MoU concerning the said changes. Documents containing such additions, deletions, and/or alterations and signed by both the Parties shall form addenda to this MoU and be deemed to be part of this MoU.
5. The Memorandum of Understanding is not intended to create any legal relationship of employer-employee or of principal and agent relationship amongst the Parties.
6. Termination - this MoU can be terminated by either one of the Parties after serving 1(one) month's notice to the other Party in writing if there is failure/breach of understanding or default by any one of the Parties concerned.
7. This is a non-commercial MOU 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 pursuant to this MoU confidential and shall not disclose to any third person any confidential information with respect to the MoU 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 Understanding TNSDC and Skill-Lync affirm their commitment to fulfilling and achieving the objectives mutually agreed upon.

**Signed this Memorandum of Understanding at Chennai on this 29<sup>th</sup> August of the year 2022.**

<p>For and on behalf of TNSDC</p> <p>Address: 1<sup>st</sup> Floor, Employment Office, Alandur Rd, Thiru Vi Ka Industrial Estate, Guindy, Chennai – 600 032.</p> <p>Signature </p> <p>Tmt. J. Innocent Divya, IAS</p> <p>MD, TamilNadu Skill Development Corporation.</p> <p>STAMP</p>	<p>For and on behalf of Skill-Lync</p> <p>Address: 5th,6th &amp; 7th floor, Techno park, Customs Colony, Rajiv Gandhi IT Expressway, Thuraipakkam, Chennai, Chengalpattu, Tamil Nadu, 600097</p> <p>Signature  For <b>POWERX LEARNING TECHNOLOGIES PRIVATE LIMITED</b></p> <p>Name Mr. Suryanarayanan. P <span style="float: right;">Director</span></p> <p>Designation Co-Founder</p> <p>STAMP</p>
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## Addendum – 1

### Summary:

S. No	Course Name	No of Courses	No of Hours	Commercials	Total Number of Students
1	Industry required course for Mech, EEE, ECE, Civil, CS, BioMed: (2 Mock Interviews + 2 Client Interviews + Access to 20 Industry Webinars)	1	40 hours 24 hr - LMS + 6 hr group live sessions + 10 hours of Project Work	Rs. 10,000(exclusive of taxes)	Interested students can take the course access via Naan Mudhalvan Portal

### Payment and Invoicing Terms:

1. For students who are coming to the Skill-Lync portal from NM portal - They will pay upfront and enroll the course
2. Skill-Lync will share the monthly report with TNSDC on students enrolled for PR purposes