

Agreement for Exchange of Confidential Information

This Agreement protects confidential information (Information) while maintaining each party's ability to conduct its respective business activities. The following terms apply when one party (Discloser) discloses Information to the other (Recipient).

Disclosure

Information disclosed orally or not marked with a restrictive legend must be identified as confidential at the time of disclosure. Each disclosure of Information is subject to this Agreement for five years following the initial date of disclosure.

Obligations

Recipient will use Information only for the purpose for which it was disclosed or for the benefit of Discloser, and will use reasonable care to avoid disclosure of the Information other than to Recipient's:

- a) employees and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; or
- b) subcontractors, financial and legal advisors, and then only to those who have a need to know.

Before disclosure to any party in (a) or (b), Recipient will have a written agreement with such party sufficient to require that party to treat Information substantially the same as described in this Agreement.

If required to disclose Information by law or court order, Recipient will endeavor to give Discloser prompt notice to allow Discloser a reasonable opportunity to obtain a protective order.

Disclaimers

Discloser provides Information without warranties of any kind and is not liable for any damages arising out of Recipient's use of Information disclosed under this Agreement.

This Agreement does not require either party to disclose or to receive Information, perform any work, or enter into any license, business engagement or other agreement. Neither this Agreement nor any disclosure of Information under it creates any joint or fiduciary relationship or grants Recipient any right or license under any trademark, copyright or patent, now or subsequently owned or controlled by Discloser.

The receipt of Information under this Agreement does not preclude Recipient from:

1. developing, manufacturing, marketing or providing products or services which may be competitive with products or services of Discloser, or entering into any business relationship with any other party; or
2. assigning its employees in any way it may choose.

Any Information is subject to change or withdrawal without notice.

Recipient may disclose, disseminate, and use Information that is already in its possession without obligation of confidentiality, developed independently, obtained from a source other than Discloser without obligation of confidentiality, publicly available when received or subsequently becomes publicly available through no fault of the Recipient, or disclosed by Discloser to another without obligation of confidentiality.

General

Assignment. Neither party may assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent of the other except as part of the divestiture of a business line where the acquirer agrees to be bound by the terms of this Agreement. Any attempt to do so is void.

Termination. Either party may terminate this Agreement by providing at least one month's written notice to the other. Any terms of this Agreement which by their nature extend beyond its termination remain in effect until fulfilled, and apply to respective successors and assignees.

Modification. Only a written agreement signed by both parties can modify this Agreement.

Choice of Law. Both parties agree to the application of the laws of India to govern, interpret, and enforce all of the parties' respective rights, duties, and obligations arising from, or relating to, the subject of this Agreement, without regard to conflict of law principles.

Import/Export Compliance. Each party will comply with all applicable export and import laws and associated embargo and economic sanction regulations, including those of the United States.

This Agreement, including any applicable supplements, is the complete agreement regarding the exchange of Information, and replaces all prior oral or written communications, representations, warranties, covenants, and commitments between Company and IBM regarding the exchange of Information. Each party accepts the terms of this Agreement by signing this Agreement (or another document that incorporates it by reference) by hand or electronically. Once signed, any reproduction of this Agreement or a supplement made by reliable means is considered an original.

Agreed to:

Tamil Nadu Skill Development Corporation ("TNSDC")

e-Signed by Thirumathi J Innocent Divya

By:
 Authorized Signature
 Name (type or print): Thirumathi J Innocent Divya, I.A.S
 Title: Managing Director

Date:
 Address: Integrated Employment Offices Campus (1st Floor),
 Thiru. Vi. Ka Industrial Estate, Guindy, Chennai, Tamil Nadu -
 600032

Agreed to:

IBM India Private Limited ("IBM")

e-Signed by Manoj Balachandran

By:
 Authorized Signature
 Name (type or print): Manoj Balachandran
 Title: Head - Corporate Social responsibility, ISA

Date:
 IBM address: No.12, Subramanya Arcade, Bannerghatta Road,
 Bangalore – 560029, KA, India



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CIN Number: U72200KA1997PTC022382*

MEMORANDUM OF UNDERSTANDING BETWEEN Tamil Nadu Skill Development Corporation AND IBM India Private Limited

This MEMORANDUM OF UNDERSTANDING (“**MOU**”) is entered on **5th January 2023** by and between:

(i) Tamil Nadu Skill Development Corporation, the nodal agency for skill development in Tamil Nadu, functioning as a Corporation under the Labour and Employment Department, Government of Tamil Nadu since 2013, having its office at Integrated Employment Offices Campus (1st Floor), Thiru. Vi. Ka Industrial Estate, Guindy, Chennai, Tamil Nadu - 600032 (hereinafter referred to as “**TNSDC**”).

(ii) IBM India Private Limited (“**IBM**”), having its registered office at NO. 12, Subramanya Arcade, Bannerghatta Main Rd, Bengaluru, Karnataka 560029

IBM and TNSDC are referred to individually as a “**Party**” and collectively as “**Parties**”. Both Parties have reached the following intent.

This MOU sets forth the terms applicable to the Parties' discussions related to a potential business relationship between the Parties. Unless expressly stated otherwise in Section 4.2 hereinbelow, no terms in this MOU are intended to be, or shall be interpreted as, being binding upon the Parties.

SECTION 1: BACKGROUND AND PURPOSE

1.1 TNSDC Background

TNSDC was formed with an objective to provide demand-based and industry-relevant skills to the youth to enhance their employability and transform the State into the skill hub of India. TNSDC is the nodal agency for the skill development related activities in the state and it aims to converge the activities of various stakeholders including industries, industrial associations, training partners, sector skill councils, assessment agencies apart from various other State and Central Government bodies. TNSDC strives to ensure placement-oriented quality skill training by empanelling private and Government training partners.

1.2 IBM Background

IBM SkillsBuild is a CSR initiative supported by IBM



IBM has created the SkillsBuild program, which aims at providing school students, job seekers, including long-term unemployed, school dropouts, migrants, and veterans worldwide with the digital content, personalized coaching and experiential learning which are designed to enable such job seekers to gain technical and professional skills in connection with re-entry to the workforce-(the “**Program**”) and includes digital platform dedicated to the Program (the “**Platform**”);

1.3 Purpose

This MoU is created for a broad set of programs as follows:

The initial program will kick-off with a couple of curated learning paths around emerging tech like AI, Cybersecurity, Data Analytics, IoT, Networking, Web Development etc. However, from time to time the learning paths can be mutually discussed between all parties to create future curated learning paths

All learning paths should also be suitable for a variety of audiences – school students, ITI Students, School teachers, Adult Learners etc.

1.4 Proposed Programs

Below table summarizes the broad framework of proposed programs for implementation under the collaboration. Finer details of implementation will be aligned in consultation with all stakeholders.

S No	Target Audience	Objective
1	For School Students (Class 9-12)	<p>Courses:</p> <ol style="list-style-type: none">1. IBM AI Curriculum Training + Mentoring for Project Dev (Duration 40 Hrs)2. IBM & Cybersecurity Curriculum + Mentoring for Project Dev (Duration 40 Hrs) <p>Mode of training: Blended mode (Instructor led virtual training followed by online self-learning modules on the skillsBuild platform)</p> <p>Others: Internships for selected students, Showcasing events, hackathons</p>
2	For School Teachers	<p>Courses:</p> <p>Train-The-Trainer Programs on emerging technologies (AI, Cybersecurity and Design Thinking) & professional skills (Duration 50Hrs)</p> <p>Mode of training: Blended mode (Instructor led virtual training followed by online self-learning modules on the skillsBuild platform)</p> <p>Others: Opportunity to participate in Teacher mentor Program in collaboration with Macquarie University, Australia</p>
3	For ITI Students	<p>Courses:</p>



		<p>Two years advanced diploma in IT, Networking and cloud computing</p> <p>Mode of training: Classroom learning (18 Months) & Industry Internship (5 Months)</p> <p>Others: INR 3000 monthly aid for 18 months and stipend for top students during the internship</p>
4	For Polytechnic & Engineering students	<p>Courses:</p> <ul style="list-style-type: none"> • Project based learning camps (Duration: 60 Hrs) under the mentorship of Industry experts • Includes IR 4.0 technologies like AI, Data Analytics, Cybersecurity, Web Development, etc <p>Mode of training: Virtual Mode</p> <p>Others: A regional center of excellence in premier institute of Tamil Nadu can also be setup</p>
5	For Job Seekers and for all students	<p>Courses:</p> <ul style="list-style-type: none"> • 80,000+ courses in SkillsBuild platform can be accessed. • In addition, over 10,000 courses from Udemy and 150 courses from Coursera as well are accessible through SkillsBuild. • Essential 21st Century Industry skills (AI, Finance, Digital literacy, Web development, etc), Professional Skills (Communication skills, Email writing, problem solving, etc.) & Job readiness skills (Resume writing, Interview skills, how to search for a job, etc) <p>Mode of training: Virtual Mode/</p> <p>Others:</p> <ul style="list-style-type: none"> • Digital Job fairs • Women in Science/Technology program for students from underserved communities and provide opportunities for access to employment • CSC academy infrastructure can be leveraged for skill training • Village level entrepreneurs to support mobilise youths

SECTION 2: RESPONSIBILITIES OF PARTIES

2.1 IBM Responsibilities



- a) IBM shall provide access to digital content / SkillsBuild platform and associated training of students, job seekers and trainers/educators etc. via online workshops, webinars etc.
- b) Nominate a Single Point of Contact (SPOC) to coordinate for all project-related matters
- c) IBM shall be responsible for the approval of Branding material like Banner, Standee, Flyers, Certificates etc.
- d) Joint certification may be awarded to candidates upon successful completion of courses
- e) IBM and partners will explore to promote various programs through offline / online /hybrid mode as maybe the case to create awareness with support from PARTNER
- f) IBM will explore opportunities for the students and faculties to showcase their expertise (if any) in IBM conferences / events
- g) Support for above via its Implementation Partner Edunet Foundation

2.2 TNSDC Responsibilities

- a) Act as anchor partner to utilize its network of partner institutions (higher education, technical education etc), skill development centers, in the State of Tamil Nadu
- b) Assist to mobilize all learners from the identified institutions, in a phased, categorized manner, who will attend the training. Drive active participation of learners towards program activities, as mutually aligned.
- c) Existing Institutions under the department shall be leveraged to create awareness and register candidates under various programmes available on SkillsBuild Platform
- d) Nominate dedicated SPOC(s) for coordination of all activities planned for the learners and ensure smooth implementation

SECTION 3. TERM OF MOU

The MoU is valid for a period of **3 year** from the date of signing. However, the MoU will be renewed every year subject to performance reviews of the program and mutual concurrence of all parties involved

SECTION 4. OTHER TERMS

4.1 Nonbinding Understandings

This Section 4.1 sets forth the nonbinding understandings of the Parties with respect to the Project. It is the present intention of the Parties that IBM and TNSDC would fulfill each of their respective responsibilities with respect to the Project on terms and conditions substantially similar to those set forth in this Section 4.1 and Section 4.2. These terms are based upon information currently available. They do not reflect all of the material terms of the Project but provide a basis for discussion and negotiating the Definitive Agreement (as defined below).

- a) **Definitive Agreement.** The Parties intend to negotiate a formal written agreement that would govern each party's obligations with respect to the Project ("**Definitive Agreement**"). Binding obligations with respect to the Project shall only arise upon the execution of the Definitive Agreement by both Parties.
- b) **Customary Provisions.** The Definitive Agreement would contain such covenants, conditions, indemnities, representations and warranties as are customary for this type of collaboration and as the Parties would mutually agree.

4.2 Binding Agreements



This Section 4.2 shall constitute a legally binding and enforceable agreement between the Parties. In consideration of the expenses that the Parties may incur in pursuing the Project and drafting and negotiating the Definitive Agreement, the Parties agree as follows:

a) **Costs and Expenses:** Each Party shall be responsible for all of its costs and expenses associated with pursuing the Project, including without limitation (i) the performance of its obligations under this MOU; (ii) drafting and negotiating the Definitive Agreement; and (iii) providing its own volunteer force.

b) **IP and Logos:** Each Party may use the logo of the other Party only as provided in a separate logo usage agreement. IBM shall retain all rights in the materials brought in by it in connection with this MOU. In addition, each party agrees not to initiate or distribute any press releases, publicity matters or other promotional materials related to or referencing the subject matter of this MOU without prior written approval of the other party.

c) **Confidentiality:** None of the information or materials exchanged between IBM by TNSDC is confidential. Should the parties wish to exchange confidential information in connection with this Agreement, the parties shall enter into separate written agreement with respect to such disclosure, using the form in Exhibit A, Agreement for Exchange of Confidential Information.

d) **Affirmation of Non-Discrimination:** TNSDC does not advocate, support, or practice activities inconsistent with IBM's nondiscrimination policies, whether based on race, color, religion, age, nationality, social or ethnic origin, sexual orientation, gender, gender identity or expression, marital status, pregnancy, political affiliation, disability or veteran status. Documentation demonstrating that TNSDC complies with the above statement may be required by the local IBM Corporate Social Responsibility manager.

e) **Project for Legal Purposes:** TNSDC will not use any portion of the Project or its technology to support or promote violence, terrorist activity or related training of any kind, either directly or indirectly (including through support of other organizations or persons engaged in such activity).

f) **Compliance with Anti-Corruption and Anti-Bribery Laws:** TNSDC commits to using the services, products, cash or other benefits of the Project solely for the benefit of the Project, in a manner that reflects the highest standards of integrity and ethical conduct and in accordance with all laws, rules and regulations applicable to TNSDC, including without limitation all applicable anti-corruption and anti-bribery laws. TNSDC agrees that no individual associated with or employed by TNSDC will improperly benefit, whether directly or indirectly, from the Project. TNSDC agrees that this Project is not intended to influence, and will not influence, the procurement decisions of TNSDC or any organization with which its partners, officers, board members or trustees or their family members are employed or otherwise affiliated. TNSDC will not directly or indirectly make or give, offer or promise to make or give, or authorize the making or giving of any payment, gift, or other thing of value or advantage to any person or entity for (a) the purpose of wrongfully influencing any act or decision, inducing any act or omission to act in violation of a lawful duty, inducing a misuse of influence or securing any improper advantage, or (b) any purpose that is otherwise unlawful under any applicable anti-corruption or anti-bribery laws, where in either case (a) or (b) there is any direct or indirect connection or relation to the grant.

g) **Termination:** The rights and obligations of the Parties contained in this MOU shall expire upon the execution of the Definitive Agreement or the termination of this MOU, whichever is earlier. Either Party may terminate this MOU upon notice to the other party, without any obligation or liability to the other party, provided however that Section 4.2 shall survive such termination.

h) The parties agree that (i) the activities intended by this MOU may not be successfully completed; (ii) the results achieved may not be as anticipated; and (iii) these activities may not lead to any announced or generally available or limited offering. Any decision by any party to forego, or engage any other business opportunity, to alter or supplement any business plan of direction, or to make any investment



in anticipation of the consummation of any transaction contemplated hereunder, is at the sole discretion of the party electing to do so, and will not create any actual or potential liability or any obligation for the other party, even if that party is aware of, or has been informed of, or has indicated approval of, any such action, decision, or election.

i) **Liability:** For any claim in any way related to the subject matter of this MOU, the damaged party shall not be entitled to recover any actual and direct damages unless and until a definitive agreement has been signed. This will apply regardless of the form of action, whether in contract or in tort, including negligence. This limitation will not apply to claims for bodily injury or damage to real property or tangible personal property for which a party is legally liable. However, the liability for direct damages will be limited to INR 10,000 (Indian Rupees Ten Thousand only). Notwithstanding anything to the contrary, in no event will either party be liable for any lost profits, lost savings, incidental damages, or other economic consequential damages, even if advised of the possibility of such damages. In addition, neither party will be liable for any damages claimed by the other party based on any third-party claim.

j) **Governing Law:** This MOU shall be governed by and construed in accordance with laws of India and the courts of Bangalore shall have exclusive jurisdiction.

k) **No Third-Party Beneficiaries:** Nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this MOU.

l) **No Assignment:** Neither this MOU, nor any rights or obligations hereunder may be assigned, delegated or conveyed by either Party without the prior written consent of the other Party.

m) **Counterparts:** This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS MOU AS OF THE DATE SET FORTH ABOVE.

IBM India Private Limited

e-Signed by Manoj Balachandran

By _____

Name: Manoj Balachandran

Title: Head, Corporate Social Responsibility

India/South Asia

Date _____

Tamil Nadu Skill Development Corporation

e-Signed by Thirumathi J Innocent Divya

By _____

Name: Thirumathi J Innocent Divya, I.A.S

Title: Managing Director

Date _____

Attachment

Exhibit A – Agreement for Exchange of Confidential Information