

MEMORANDUM OF UNDERSTANDING

This non-binding Memorandum of Understanding ("MOU") is entered into on **November 28, 2022** ("Effective Date"):

BETWEEN **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 ("TNSDC")

AND **Microsoft Corporation India Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office at 807, New Delhi House, Barakhamba Road, New Delhi - 110001 and its principal office at Level 10, Tower C, EPITOME, Building Number 5, DLF Cyber City, Phase 3, Gurugram - 122002, Haryana ("**Microsoft**"),

(TNSDC and Microsoft together, the "**Parties**" and each, a "**Party**").

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 12 hereinbelow, no terms in this MOU are intended to be, or shall be interpreted as, being binding upon the Parties.

BACKGROUND:

- (A) 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 skill development 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 other state & central government bodies. TNSDC strives to ensure placement-oriented quality skill training by empanelling private and government training partners.
- (B) Microsoft is a wholly owned subsidiary of Microsoft Corporation and is a developer, manufacturer, distributor, and provider of software technologies, cloud services and other solution technologies.
- (C) The Parties recognise the capabilities and resources of each Party and wish to explore and assess the feasibility of collaborating with each other on the Project (as defined in Section 2).

1. OBJECTIVE

The objective of this MOU is to describe the Parties' current understanding regarding their potential cooperation and collaboration on the Project and to facilitate further discussions related thereto, including by:

- (a) enabling the sharing of relevant information on a confidential basis between the Parties with the aim of identifying the objectives of each Party in relation to the Project, and the corresponding capabilities of each Party to support the achievement of such objectives; and
- (b) setting out the possible framework, working relationships, structure, implementation, and future commitments of the Parties in relation to the Project.

2. THE PROJECT

The following interventions are deferred to in this MOU as the "Project".

Microsoft intends to enhance the livelihood opportunities of youth at disadvantageous position and have a scant exposure to technical skills and industry relevant knowledge through large, free of cost digital skilling interventions, deployed through India Philanthropies team in partnership with government organizations and non-profit training partners. Microsoft shall partner with TNSDC to deliver the following interventions as part of this Project to provide digital skills to underserved youth in the state.

Program	Objectives	Deployment Model
Microsoft India Skilling Mission	To provide foundational, role-based and tech skills for rural youth to improve their workforce participation.	<p>Duration: 60 Hours Mode: Online Self learning, and Virtual Instructor led Training Platform: Learning pathway in Microsoft Training Platform (MCT) Modules:</p> <ul style="list-style-type: none"> ▪ Digital Productivity, Employability, Entrepreneurship & Communication Skills. ▪ 300+ Industry relevant online certification courses from Microsoft Learn, LinkedIn Learning, and GitHub Learning Lab. ▪ Future Ready Talent Internship after the successful completion of previous modules. <p>Job Readiness:</p> <ul style="list-style-type: none"> ▪ Co-branded certificate of completion from Microsoft & TNSDC. ▪ LinkedIn Career Essentials Certificate & Career Explorer for Jobs. ▪ Microsoft certification & Jobs linkage through Zuno/Monster. ▪ Guidance to advanced tech skilling programs in Cloud, Artificial Intelligence and Cybersecurity from Microsoft Philanthropies. ▪ Mentorship for selected students from industry experts. ▪ Training faculty members towards sustenance of the program.
Digi Saksham	To provide in-demand digital skills for youth and jobseekers registered with National Career Service Portal and Model Career Centres in rural and semi urban areas	<p>Duration: 36 Hours Mode: Virtual instructor led/In-person from Young Professionals. Platform: Scheduled trainings with the content hosted in MCT. Modules:</p> <ul style="list-style-type: none"> ▪ Basic, foundational & technology skills needed for most jobs. ▪ Interview Preparation modules from LinkedIn Learning. <p>Job Readiness:</p> <ul style="list-style-type: none"> ▪ Co-branded certificate from Microsoft, TNSDC and Ministry of Labour and Employment. ▪ Placement drives and job fairs in Model Career Centres. ▪ LinkedIn Career Essentials Certificate & Interview Readiness.
Cyber Shiksha	To enable cybersecurity careers for undergraduate girls from rural colleges.	<p>Duration: 200+ Hours Mode: Virtual instructor led/In-person from college faculty members Platform: Scheduled trainings with the content hosted in MCT. Modules:</p> <ul style="list-style-type: none"> ▪ Training on cybersecurity concepts for third/final year/graduated undergraduate engineering girls from Tier-II & Tier-III towns. ▪ Training faculty members to support on a sustainable basis. ▪ Enabling government training partners or engineering colleges to conduct this training program. ▪ Communication Skills modules from British Council. ▪ Microsoft Security Fundamentals certification course. <p>Job Readiness:</p> <ul style="list-style-type: none"> ▪ Co-branded certificate of completion from Microsoft & TNSDC. ▪ Employment support for in-demand careers in cybersecurity. ▪ Communication Skills Certification from British Council.

Ready4 Cybersecurity	To create industry ready cybersecurity talent pool for in-demand job roles.	<ul style="list-style-type: none"> ▪ Security Fundamentals certificate from MS and linkage to jobs. ▪ Mentorship program for selected students from industry experts. <p>Duration:60 Hours Mode: Online Self learning Platform: Learning pathway in Microsoft Training Platform (MCT) Modules:</p> <ul style="list-style-type: none"> ▪ Training on cybersecurity basics in partnership with rural colleges. ▪ Hackathons for the learners using Azure for students. ▪ Women in Cybersecurity Chapters for the rural colleges. ▪ Future Ready Talent Internship Program. <p>Job Readiness:</p> <ul style="list-style-type: none"> ▪ Co-branded certificate from Microsoft, Quick Heal & TNSDC. ▪ Microsoft Certification & Jobs through Zuno. ▪ Guidance to advance cybersecurity programs from Microsoft.
Future Ready Skills	To strengthen capacity of rural government colleges and enable students with future ready skills for advanced tech careers.	<p>Duration: 300 Hours Mode:In-person training from non-profit trainers. Platform: Learning pathway in Microsoft Training Platform (MCT) Modules:</p> <ul style="list-style-type: none"> ▪ Artificial Intelligence, Web Development, Hardware, Networking or Career Edge IT Professionals ▪ Sessions on technology careers from industry experts. ▪ Technical projects using Azure for Students through GitHub. ▪ Communication Skills modules from British Council. ▪ 300+ Industry relevant online certification courses from Microsoft Learn, LinkedIn Learning, and GitHub Learning Lab. <p>Job Readiness:</p> <ul style="list-style-type: none"> ▪ Co-branded certificate of completion from Microsoft & TNSDC. ▪ Employment support for in-demand careers in cloud/AI/security. ▪ LinkedIn Career Essentials Certificate & Career Explorer for Jobs. ▪ Communication Skills modules from British Council.
Tech Saksham	To strengthen capacity of rural colleges and train girls with Industry 4.0 skills.	<p>Duration:250 Hours Mode:Virtual instructor led/In-person from college faculty members Platform: Scheduled trainings with the content hosted in MCT. Modules:</p> <ul style="list-style-type: none"> ▪ Industry 4.0 skills for undergraduate girls in Tier-II/III towns. ▪ Cloud Computing, Web Design, Digital Marketing and Artificial Intelligence courses. ▪ Training for faculty members to support on a sustainable basis. ▪ Communication Skills modules from British Council. ▪ Future Ready Talent Internship after completion of modules. <p>Job Readiness:</p> <ul style="list-style-type: none"> ▪ Certificate of completion from Microsoft, SAP & TNSDC. ▪ Employment support for in-demand careers in Cloud/AI ▪ Communication Skills Certification from British Council. ▪ Azure Fundamentals certification and jobs through Zuno. ▪ Mentorship program for selected students from industry experts.
Capacity Building of Govt. Officials	To provide digital productivity skills to government officials.	<p>Duration: 24 Hours. Mode: Online self-learning program. Platform: Learning pathway in Microsoft Training Platform (MCT) Modules:</p> <ul style="list-style-type: none"> ▪ Beginners:Word, Excel, PowerPoint, Outlook, and Teams. ▪ Advanced:Word, Excel, PowerPoint, SharePoint, and OneDrive. ▪ Assignments and practical Assessments. ▪ Certificate of Completion from Capacity Building Commission, Ministry of Skill Development and Entrepreneurship and TNSDC.

In connection with the Project, TNSDC and Microsoft will define their roles and responsibilities.

Microsoft's Contribution:

- a. Microsoft shall enable its non-profit partners to deploy all the programs included in the scope of the Project and provide Microsoft owned course modules for their effective delivery. Microsoft shall also maintain a content tracker with the changes in course content and delivery model, based on the community and stakeholder's feedback.
- b. The training programs shall be delivered through Microsoft's training partners in Tamil Nadu, as online, virtual instructor led or physical sessions in alignment with the respective grant agreements executed by Microsoft with their non-profit partners for each of the program and with an approval from TNSDC for the intended learners. The training programs would have focused assessments and assignments to strengthen the learning outcomes of the learners.
- c. Attendance of the training programs shall be tracked; Base line, midline and end line assessments shall be done before, during and after the training programs; constant feedback shall be captured from the learners; performance of the students shall be analysed to gauge the training efficiency, TNSDC determine outcomes, and enhance deployment quality of Microsoft's training partners.
- d. Learners completing the training modules shall be provided with a joint certificate of completion based on the mutually agreed evaluation criteria from the Parties. Learners performing exceedingly well shall be integrated/ enrolled into internship programs and advanced tech skilling programs with linkage to careers in latest technology like Cloud, Artificial Intelligence and cybersecurity delivered by Microsoft Philanthropies.
- e. Learners shall be provided with access to senior leadership talks and Microsoft technology events or competitions related to digital job roles, which could guide them and expose them to a new set of experiences and perspectives.
- f. Microsoft shall make available career counsellors and placement officers to provide pre-training counselling/focused group discussion and employment/livelihood opportunities for the learners undergoing certain programs with employment outcomes, job fairs, industry tie-ups.
- g. Microsoft shall integrate Skills for Jobs learning pathways for in-demand job roles from Microsoft, LinkedIn, and GitHub and further empower learners with interactive LinkedIn Career Explorer tool to create their profile, find relevant jobs, complete job readiness courses, and prepare for interviews through interactive interview preparation solutions.
- h. Microsoft shall enable a customized instance of MCT for this partnership with TNSDC and integrate the course content from these training programs to be made available for all youth in the skilling ecosystem of TNSDC. Microsoft shall enable TNSDC with the access to data analytics features in MCT to understand the deployment and learning outcomes of this partnership.
- i. Microsoft shall empower the trainers in TNSDC ecosystem with requisite skills and shall work towards sustainable integration of these programs in the digital/tech skilling programs delivered by TNSDC.
- j. Microsoft shall participate in the joint press release of announcing the collaboration with TNSDC and driving awareness of enhancing employment/livelihood opportunities in Tamil Nadu.
- k. Microsoft shall enable the Project deliverables for the students of Tamil Nadu under Naan Mudhalvan Initiative.

TNSDC 's Contribution:

- a. TNSDC shall enable Microsoft with access to its stakeholders and the ecosystem to deliver industry relevant modules through this partnership, for the successful deployment of the programs under the scope of this Project on a sustainable basis.

- b. TNSDC shall help evangelize the Microsoft programs under this Project through their websites, social media, and other technology platforms to host/spread awareness about content, recordings and trainings for the students, youth, job seekers, young women/girls, people with disabilities, nano entrepreneurs etc. TNSDC shall also help in evangelizing / driving awareness of Microsoft's training programs within their skilling ecosystem to enable access to the learners.
- c. TNSDC shall be responsible for audience generation for all the training programs delivered by Microsoft and TNSDC shall integrate the consolidated digital learning offerings made available in MCT on their learning portals and offer to the job seekers and learners to get empowered.
- d. TNSDC shall provide its logo on the certificates for eligible candidates based on the agreed criteria and list prepared by Microsoft's Training partners and shall be the organization handing out the certificates to these candidates through MCT.
- e. TNSDC shall participate in the joint press release of announcing the collaboration between Microsoft and in driving awareness on enhancing employment and livelihood opportunities, conducting trainings/webinars and skilling the intended learners.
- f. TNSDC shall enable Microsoft with access to build the capacity of faculty members/trainers in TNSDC skilling ecosystem, towards sustainable integration of the training programs in TNSDC for a long-term and continued impact.
- g. TNSDC shall support in cooperation and collaboration between the parties and with various departments within their ecosystem towards successful deployment of the programs in this Project.
- h. TNSDC shall monitor the project progress and track training outcomes including the number of learners, number of youths certified, and the number of youths enabled with employment/livelihood opportunities based on the report provided by Microsoft's training partners.

The description of the Project and the Parties' anticipated activities set forth in this Section 2 are intended merely to delineate the scope of and capture general concepts and parameters of the potential collaboration between the Parties.

3. TERM SHEET

[Section omitted intentionally]

4. TERM AND TERMINATION

- (a) This MOU commences on the Effective Date and continues until the earlier of (i) one (1) year after the Effective Date, (ii) the Parties' execution of a Definitive Agreement related to the Project, (iii) the effective date of termination of this MOU by a Party pursuant to Section 4(b), or as otherwise agreed by the Parties in a writing signed by both Parties.
- (b) Either Party may terminate this MOU at any time by providing at least thirty (30) days' prior written notice to the other Party, with or without cause, and without liability of any kind to the other Party.
- (c) Upon termination of this MOU, each Party upon written request from the other Party (i) will return or destroy (in line with the request) all properties (e.g., content, technology, software, documentation and Confidential Information (as defined in Section 6 (Confidentiality)) owned or provided by the other Party, and (ii) otherwise has no continuing duty or obligation to the other Party, except for any provision of this MOU that survives the expiration or termination of this MOU as expressly provided herein.

5. EXCLUSIVITY

This MOU is non-exclusive. Nothing in this MOU restricts either Party from collaborating or entering into any agreement with any third party or parties relating to matters within the scope of this MOU or any other matter.

6. CONFIDENTIALITY

To the extent permitted by applicable law the existence and terms of this MOU, and all discussions between the Parties (or their affiliates), related to this MOU or a Definitive Agreement are Confidential Information.

The Parties executed a Non-Disclosure Agreement on **November 24, 2022** (the "NDA"). The NDA will govern all Confidential Information (as defined in the NDA) exchanged between the parties in connection with this MOU

7. INTELLECTUAL PROPERTY

All Intellectual Property, including, but not limited to, copyrights, software and database rights, patents, trade secrets, trademarks, rights in designs and all other Intellectual Property or other proprietary rights ("**Intellectual Property**") owned by one Party prior to the date of this MOU will continue to be owned by that party. All Intellectual Property rights made available by one Party to the other Party in connection with this MOU, or otherwise, will remain the sole property of, and vest in, the first Party or its licensors. Neither Party will gain, by virtue of this MOU, any rights in or to any Intellectual Property rights owned by the other Party. Any Intellectual Property rights created by one Party without use of or reference to the Intellectual Property rights or Confidential Information of the other Party will be and will remain the sole and exclusive property of the first Party. TNSDC acknowledges that only a written licensing agreement signed by Microsoft may create a binding licensing agreement between Microsoft and its customers in relation to its software products.

8. JOINT PUBLIC RELATIONS ACTIVITIES

The Parties may participate in press and public relations-type activities related to the benefits and their use of technology associated with this MOU, including: (a) press and social media activities (e.g., press releases, blog posts, and/or social media posts); (b) case study and/or storytelling (e.g., a document/story written or otherwise shared about a topic such as why TNSDC has chosen Microsoft's technology solutions, how TNSDC is using Microsoft's technology solutions as an enabler, the business benefits TNSDC has realized or anticipates, or how Microsoft technologies are helping TNSDC comply with regulations); and (c) industry events (e.g., speaking at and/or demonstrating technology solutions on-stage at industry, TNSDC and/or Microsoft events). All press and other

public communications related to this MOU, including those related to the existence or content of this MOU, issued or otherwise provided by a Party must be previously mutually agreed upon by the Parties in each instance in writing. TNSDC intends to continue using Microsoft brand in line with publicly available branding guidelines. TNSDC agrees to abide by the Microsoft Trademark and Brand guidelines available at <https://www.microsoft.com/en-us/legal/intellectualproperty/trademarks/usage/general>.

9. RELATIONSHIP OF THE PARTIES

Nothing in this MOU is intended to establish or create, and shall not establish or create a partnership, joint venture or other formal business entity between the Parties, and neither Party has any authority to bind the other in any way. Likewise, nothing in this MOU is intended to establish or create, and shall not establish or create, (1) an agency or partnership relationship between the Parties, or (2) any other fiduciary relationship between the Parties.

10. COSTS AND EXPENSES

Each Party will be responsible for its own costs and expenses individually incurred in connection with this MOU, including, without limitation, the performance of any and all duties or obligations set forth herein.

11. BINDING PROVISIONS

- (a) Except as expressly provided in this MOU, (i) this MOU is not intended to create or evidence any legally binding obligation on any Party, and (ii) any Party may discontinue discussions and decline to undertake or complete any of the activities described in this MOU at any time in its sole discretion and without liability to the other Party or any third party, as described in Sections 3 and 4 hereinabove.
- (b) The following sections of this MOU will be binding and enforceable against the Parties and will survive the expiration or termination of this MOU: Sections 3 (Term Sheet), 4 (Term and Termination), 5 (Exclusivity), 6 (Confidentiality), 7 (Intellectual Property), 8 (Joint Public Relations Activities; last sentence only), 9 (Relationship of the Parties), 10 (Costs and Expenses), 11 (Binding Provisions), 12 (Limitation of Liability), 13 (Foreign Corrupt Practices) and 14 (Governing Law).
- (c) Nothing in this MOU obligates a Party to or constitutes a representation by either Party that it will enter into a Definitive Agreement with the other Party related to the Project.
- (d) TNSDC acknowledges that any binding terms related to licensing can only be offered in a licensing agreement approved in writing by a Microsoft regional operations centre.

12. LIMITATION OF LIABILITY

- (a) To the fullest extent permitted by law:
 - i. neither Party is liable for loss of profits, business interruption, loss of business information, economic loss or any other indirect, incidental, consequential or special loss or damage, even if the loss or damage was caused, or contributed to, by that Party's negligence or breach of this MOU; and
 - ii. each Party's total liability to the other Party for any other damage under this MOU is limited to \$500 USD.
- (b) No limitation or exclusions will apply to liability arising out of a Party's breach of its obligations described in Section 6 (Confidentiality) of this MOU.
- (c) All materials, information, and other items provided by one Party to the other Party in connection with this MOU are provided "as is" without warranty of any kind, and **each Party disclaims all warranties, express or implied, with respect to all such materials, information, and other items.**

3. FOREIGN CORRUPT PRACTICES

Each Party and its respective employees, independent contractors, representatives, or agents shall not promise, authorise or make any payment to, or otherwise contribute any item of value to directly or indirectly, any official in each case, in violation of Foreign Corrupt Practice Act, 1977 ("FCPA"), or Prevention of Corruption Act, 1988 ("PCA") or any other applicable anti bribery or anti-corruption law. Each Party shall maintain systems of internal controls to ensure compliance with applicable anti-bribery or anti-corruption law.

GOVERNING LAW

This MOU will be governed by the laws of India, without regard to conflicts of law principles. Each Party irrevocably consents to the exclusive jurisdiction and venue of New Delhi for any disputes arising under or in connection with this MOU.

[Remainder of the page is intentionally left blank. Signatures on following page]

This MOU is signed by the Parties as of the Effective Date.

By signing this MOU, I also confirm that I am authorised to sign on behalf of TNSDC.

By: *innocentdivya*
innocentdivya (Dec 9, 2022 10:14 GMT+5.5)
(signature)

Name: Tmt J. Innocent Divya
(printed)

Title: Managing Director, Tamil Nadu Skill Development Corporation
(printed)

Date: Dec 9, 2022
(printed)

Microsoft Corporation India Private Limited

By signing this MOU, I also confirm that I am authorised to sign on behalf of Microsoft.

By: *Ash*
(signature)

Name: Ashutosh Chadha
(printed)

Title: Director & Country Head - Public Policy and Government Affairs
(printed)

Date: Dec 11, 2022
(printed)