

MEMORANDUM OF UNDERSTANDING

BETWEEN

IZAPY PTE LTD, SINGAPORE

AND

TAMIL NADU SKILL DEVELOPMENT

CORPORATION, TAMIL NADU, INDIA

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered on 3rd Jan 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) **IZAPY PTE. LTD.**, 77, HIGH STREET, #09-11, HIGH STREET PLAZA, SINGAPORE 179433 (hereinafter referred to as “**IZAPY**”).

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

1. BACKGROUND:

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 IZAPY Background

Envisioned in 2009 and founded in 2019, IZAPY has been established with the dream of bringing cyber security expertise and awareness to all kinds of businesses along with establishing our unique model of Cyber Security as a Service and training and developing the next generation through active participation with universities with our research lab.

IZAPY has registered offices in 3 countries viz USA, India and Singapore. We provide IT and cyber security solutions and services to 50+ prospects and customers of varying sizes, including enterprises, non-profit organizations, educational institutions and government agencies. Our commitment is to create meaningful partnerships, giving our customers direct, open engagement to ensure a successful engagement and to promote confidence as they move their security programs forward.

Since the beginning of the year, we have successfully delivered projects in Singapore, Hong Kong, India and Japan for top-tier level enterprises. We are also working with niche Cyber Security Technology products and research labs to provide cost-effective integrated solutions to customers.

Envisioning the growing demand for Cyber knowledge and information, we are proactively working with Universities and Research Labs to custom-build trainings based on target audience and business functions.

1.3 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 3).

2. 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.

3. THE PROJECT

The following project is referred to in this MOU as the “**Project**”.

IZAPY would like to offer Applied Security knowledge Trainings/Courses in the fields of

- Industry focused Privacy & Data Security
- Industry focused Cybersecurity

S. No	Name of the Program	Objectives
1	IZAPY Cyber Security Associate Certification	<ul style="list-style-type: none"> ❖ Duration: Each sub course is of duration 2.5 hrs approx. (1.5 hrs Theory + 1.0 hrs Practical) ❖ Mode: Instructor led online training ❖ Total students to be trained: Any Number of students ❖ Total Sub Courses to be completed: <ol style="list-style-type: none"> 1. Information Security Fundamentals 2. Cybersecurity Introduction 3. Technologies in Cybersecurity eco-system 4. Core Threat Intelligence Engineering 5. Vulnerability Management Engineering 6. Core Penetration Management Techniques 7. Core Cyber Exploitations 8. Global Cyber Attack Trends 9. Security Operations Management 10. Incident Management 11. Web and Mobile security Techniques 12. Privacy and Online Rights 13. Best Practices for keeping Systems and Data safe 14. Cloud Security Engineering 15. Industry Infosec Governance ❖ Placement: Placement and Internship facilitation support will be provided with companies in Asia, Singapore, Japan, UK/EU and Middle East. ❖ Other detail: <ol style="list-style-type: none"> a) Post Training Quizzes

		<ul style="list-style-type: none"> b) Assignments c) Formative and summative assessments d) Mentor support will be provided through live questioning sessions e) Faculty training will be provided
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4. ROLES AND RESPONSIBILITIES

4.1 Responsibilities of IZAPY and/or its program sponsors/partners:

- A. **Single Point of Contact:** IZAPY will nominate one of its team members as the single point of contact for all interactions with the TNSDC.
- B. **Program Awareness Campaign:** IZAPY will conduct orientation /awareness sessions for TNSDC and/or its constituents/references and their leadership, learners, and educators, at a mutually agreed schedule, to onboard them onto the program(s).
- C. **Program materials:** IZAPY will share all required program materials with the TNSDC and/or its associated learner communities as required. All sharing will be online and/or through electronic media.
- D. **Face to face, instructor led sessions:** Face to face ILT sessions, wherever required at the sole discretion of IZAPY, will be organized on campus or elsewhere and will be delivered by IZAPY and/or its partner organizations' trainers to program beneficiaries.
- E. **Online instructor led sessions:** These sessions may take the form of webinars or mentoring workshops or technology bootcamps or innovation camps or career readiness workshops that will seek to assist learners in their career goals. These programs will be organized regularly as per a regular calendar, published online, and will be conducted by IZAPY team members or program sponsors or external stakeholders as appropriate and as identified by IZAPY.
- F. **Interaction with Industry experts:** IZAPY will bring industry experts, online or face-to-face, to drive engagements with learners at TNSDC member institutions and/or learner communities, through seminars/webinars or project mentorship.
- G. **Online platform availability:** Online platforms for each of the programs of interest to the TNSDC, and/or its member institutions or entities, will be made available to it. Links for these platforms will be made available to the beneficiaries in a timely manner.
- H. **Assessments:** IZAPY will conduct assessments, as required, for its programs prior to certification by IZAPY and/or its industry partners and/or participating government agencies.
- I. **For programs with career paths:** IZAPY will provide linkages with local and regional industry, government, and the local start-up ecosystem (incubators etc.) that will help learners with gainful employment and/or entrepreneurial opportunities. Interactions will be encouraged in terms of classrooms sessions, workshops, internship opportunities, career opportunities and entrepreneurship opportunities.
- J. **No fees:** All IZAPY programs are offered free to cost to beneficiaries.
- K. **Updates:** IZAPY will keep TNSDC management updated with the progress of the program(s)

4.2 Responsibilities of TNSDC and/or its learner communities:

- A. **Single Point of Contact:** TNSDC will nominate one of its team members as the single point of contact for all interactions with IZAPY.
- B. **Introduction to member institutions and/or learner communities:** TNSDC will introduce its member institutions and/or learners to IZAPY and its programs so that they could benefit from free participation in these programs. TNSDC will help mobilize institutes and students / teachers in its program

- C. **Support with orientation sessions:** TNSDC and/or its learner communities/institutions will help **IZAPY** conduct orientation sessions for all stakeholders by issuing necessary circulars and ensuring participation of institutes
- D. **Publication of program calendars and goals:** TNSDC member learner communities/institutions will publish, on a quarterly basis, a program calendar for all its participants in consultation with **IZAPY**.
- E. **Support with computers labs and classrooms:** Participating TNSDC member learner communities/institutions will make their labs available to learners. They will make classrooms and/or audio-visual equipment available for face-to-face sessions, whenever required.
- F. **Support with attendance:** TNSDC member learner communities/institutions will ensure that program participants enthusiastically participate in chosen programs, with minimum attendance as agreed between the Parties.
- G. **Support with assessments:** TNSDC member learner communities/institutions will ensure that assessments carried onsite, wherever required, are proctored and professionally managed in coordination **IZAPY**

5. CHANGES IN SCOPE

The Parties acknowledge and agree that the Areas of Collaboration are not exhaustive in nature and the Parties shall in good faith, negotiate to elaborate upon the Areas of Collaboration, including additional areas of collaboration as may be mutually agreed in writing and the rights, responsibilities, and obligations of each Party in relation to each of the Areas of Collaboration. The Parties may, from time to time, execute addenda or modifications to this MOU to incorporate such additional scope of collaboration or discussions as per the need.

6. USE OF BRANDING, LOGOS, TRADEMARKS

Both parties shall use the trademarks, logos, trade names, services marks, or other proprietary marks of the other Party to this MOU in any advertising, press releases, publicity matters, or other promotional materials with prior approval of the other Party. The parties agree and recognize that the right to use the same in no manner amounts to any assignment or transfer of ownership of the trademarks, logos, trade names, services marks, or other proprietary marks. The parties further agree that the use of the Intellectual Property will not extend beyond the scope of the present MOU.

7. TERM OF MOU AND TERMINATION

The term of this MOU is one year from the Effective Date (the "initial term") and the Agreement shall automatically renew for subsequent one (1) year terms (each a "renewal term") thereafter, unless terminated by either party by giving the other party a written notice of at least 3 months.

8. TERMS

8.1 Costs and Expenses

Both Parties shall be responsible for meeting their own expenses in connection with all matters related to MOU.

8.2 Assignment

Neither of the Parties shall assign any of their duties under this MOU to any other person or institution

without prior written approval of other party.

8.3 Amendments

No alterations, additions or modification hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties.

8.4 Non-Exclusive Discussions

The Parties acknowledge and agree that the Areas of Collaboration under this MOU are being undertaken on a non-exclusive basis and either Party shall be free to enter or consummate transactions like the Areas of Collaboration with other parties in India or elsewhere.

8.5 Confidentiality and Public Announcement:

“Confidential Information” means and implies any or all information, which includes but is not limited to the confidential, proprietary, and trade secret information of the disclosing party to be disclosed by the disclosing party under this MOU, and comprises (a) information in tangible form that: (a) (1) bears a Confidentiality Legend, or (2) does not bear any Confidentiality Legend, if the receiving party knew, or reasonably should have known under the circumstances, that the information was confidential and had been communicated to it in confidence, and (b) discussions about that information that may occur before, at the same time, or after disclosure of the information disclosed directly or indirectly and in any form whatsoever (including, but not limited to, disclosure made in writing, oral or in the form of samples, models, computer programmes, hard copy, soft copy or any human readable form, drawings or other instruments). This MOU and all confidential information exchanged between the Parties pursuant to this MOU shall be held in confidence.

Either Party may use the other Party’s logo on its website with a link to the Other Party’s website on execution of this MOU.

Neither Party nor any of the affiliates shall make any public announcement about the MOU and /or the scope of proposed engagement, without the prior written consent of the other Party. Any public announcement so made, shall be as per a mutually agreed format.

8.6 License and Intellectual Property Rights

No license or sub-license is granted under this MOU to either Party under any of the other Party’s intellectual property rights, either expressly, by implication, inducement, estoppel or otherwise. Both Parties understand and acknowledge that grant of any such license shall always be express and in writing. TNSDC will not be responsible for any breach of Intellectual Property of IZAPY. Similarly, IZAPY will not be responsible for any breach of Intellectual Property of TNSDC.

8.7 Conflict of Interest

Neither of the parties believe that the Collaboration contemplated by this MOU raise any actual or potential conflicts of interest. The parties agree that this MOU and the negotiation of the same (and any other agreements entered in connection herewith) are independent of any past, present, or potential future arrangements, and are not connected to an existing business relationship between either of the parties.

9. DISPUTE SETTLEMENT

This MOU shall be governed by and construed in accordance with the laws of Republic of India. All disputes arising out of or related to this MOU, including without limitation all matters connected with its performance, will be governed by, and construed and interpreted under the laws of India, without reference to conflict of

laws principles.

All disputes and differences arising out of or in connection with this MOU shall be the first instance referred to arbitration by three (3) arbitrators, jointly appointed by Parties. The decision and award determined by such arbitration will be final and binding upon the Parties. The arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996, as may be in force from time to time. The arbitration proceedings will be conducted in English and the seat of arbitration will be New Delhi.

Notices

All communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail or over official email, to the Parties at the address specified below:

If to **IZAPY**:

Attention of: **Srini Balasubramanian**

Address: IZAPY PTE. LTD., 77, HIGH STREET, #09-11, HIGH STREET PLAZA, SINGAPORE 179433

Email: srini@izapy.com

If to the **TNSDC**:


Attention of: **Tmt. J. Innocent Divya, MD, TNSDC**

Address: 1st Floor, Employment Office, Alandur Rd,

Thiru Vi Ka Industrial Estate, Guindy, Chennai – 600 032

Email: md@tnsdc.in

For and on behalf of

Tamil Nadu Skill Development Corporation	IZAPY PTE. LTD. Singapore
By:	By: <i>Srini Bala</i> (Srini Balasubramanian) 
Name: Tmt. J. Innocent Divya	Name: Srini Balasubramanian
Title: Managing Director	Title: Founder, IZAPY PTE. LTD., Singapore