

Memorandum of Understanding

Between

Quest Alliance,

Bangalore

And

Tamil Nadu Skill Development Corporation

Tamil Nadu

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") has been entered into on this 28/12/2022 ("The Effective Date") at the Tamil Nadu Skill Development Corporation office, Chennai

BETWEEN

QUEST Alliance, a not-for-profit organization, registered under the Trust act, having its head office in Bangalore. The Quest Alliance is in association with various CSR partners to positively impact the youth employability in the country (hereinafter referred to as "**QUEST Alliance**" which expression shall, where so ever the context so requires or admits, mean and include the executors, administrators, successors, attorneys, representatives and permitted assigns);

AND

Tamil Nadu Skill Development and Corporation, Tamil Nadu having its office at Thiru.Vi.Ka Industrial Estate, SIDCO Industrial Estate, Guindy, represented by the CEO of Naan Mudalavan Scheme (hereinafter referred to as "TNSDC" which expression shall unless Repugnant to the context or meaning thereof, include its successors and permitted assigns);

1. Objectives

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 Program

QUEST Alliance agrees to provide necessary support in respect of the following interventions:

Program Name	Program Details
<p>INTERVENTION 1: Strengthening Employability Skills (ES) Training in institutes supported by TNSDC, through Master Trainers</p>	<p>1) 2-3 Master Trainers per district shall be nominated by TNSDC, and they will be trained by QUEST Alliance on Employability Skills. 2) Two cohorts of the Master Trainer Training Program shall be implemented with maximum participation of 50 Master Trainers per cohort. 3) Duration: 7-week online course on QUEST App and Trainer Tribe. Total 60 Hrs (40 hrs physical and 20 hrs Virtual in QUEST app) 4) Engagement through Communities of Practice at Trainer Tribe 5) Refresher Training program for Master Trainers (MT) as needed 6) QUEST Digital ES content will be shared with TNSDC to make it available for students 7) ES Content student workbook PDF format will be made available for students 8) Learner usage progress on QUEST digital ES Content will be tracked</p>
<p>INTERVENTION 2: Supporting Master Trainers in their work to train Employability Skills Trainers with various institutes supported by TNSDC</p>	<p>1) Master Trainers shall develop an action plan for training peer Employability Skills trainers, after successful completion of training. 2) The MTs shall validate the plan with Quest Trainers virtual orientation on: <i>a) Designing ToT's for peer ES trainers</i> <i>b) Understanding the overall Impact Process and Plan</i> <i>c) Exploring Quest App and the different available functions</i> 3) MTs shall conduct Training for respective ES trainers allotted 4) The Masters Trainers will <i>a) Ensure all the impact tools are submitted</i> <i>b) Support Program team to collate testimonials</i> <i>c) Attend the 2-day refresher training</i> after a 6 months period (post-completion of ES Training). 5) QUEST Alliance will provide virtual post-training support to MTs of TNSDC with a minimum of one call per month. Most of the other support will be on digital platforms 6) The MTs will ensure that QUEST ES Digital Content and PDF student workbook is made available to the institutes covered by TNSDC, Naan Mudhalvan scheme and shall track the learning progress of the students in the digital content. 7) The ES facilitators of institutes covered under TNSDC; Naan Mudhalvan scheme will also have access to QUEST Content.</p>

3. Costs of the intervention

- QUEST Alliance shall cover the costs associated with Quest Team travel, boarding and accommodation

- Quest Alliance shall cover the cost towards venue, boarding and accommodation for 2 cohorts of Master Trainers with maximum of 100 Master Trainers across 2 cohorts
- TNSDC will take care of the travel costs for MTs to participate in the Master Trainers Training program
- TNSDC will take care of ES trainers training through Master Trainer
- TNSDC will take care of any printing and distribution costs of ES student workbook.
- Need based participation of Quest Alliance Team with Master Trainers to deliver the training program to ES Trainers jointly

4. Expected outcome

- ES trainers are equipped with the knowledge, skills to facilitate ES training through a blended learning approach.
- A cadre of Master trainers to support and sustain the Capacity building of ES trainers in the state will be formed.
- They, in turn, will equip ES trainers in institutes covered under TNSDC with knowledge and skills to facilitate ES Training through a flipped classroom approach.

5. The broader roles and responsibilities are as below;

TNSDC:

- Identify **Master Trainers from each district of Tamil Nadu based on criteria defined**
- Lead mobilization of MTs as per defined criteria and ensuring all the logistics required including permission and travel arrangements for the MTs to participate in the Training program
- **Joint Certification of Master Trainers** and empowering them with dashboard, analytics, & tech support to carry forward the cascade model of training
- 100% of MTs attend the 5-day workshop, Module completion rate of at least 80%, At least 75% of the MT score than 80% in assessment quizzes
- Implementation of **ES Training by MTs** in a phased manner to ensure quality & Impact, supported through **Quest Alliance online facilitators**
- Encouraging Students to access ES Learning Resources on QuestApp and jointly exploring the feasibility to integrate the Quest Alliance developed ES content into TNSDCs learning portal for free of cost access to students

- Submitting anonymized student data on training and placement to QUEST Alliance

Quest Alliance:

- Overall design and plan of the Master Trainer Training program
- Deliver the Master Trainer Training program as per agreed plan
- **Training the Master Trainers** on the Employability Skills (ES) curriculum & teaching pedagogy
- Trainers are introduced to a blended learning model of teaching
- Allocation of locally available internal resources as per requirement
- Manage post training engagement for online course completion
 - Fine tune action plans by Master Trainers for further Cascade to trainers and students
 - Define criteria for Master Trainer certification of completion
 - QUEST Alliance, as a gesture of goodwill without incurring any financial expenses and without making any revenue thereof, on the principle of 'No investment, No profit shall support the master trainers.

6. MONITORING MECHANISM:

- QUEST Alliance will have regular program review and support calls with Master Trainers
- QUEST Alliance will have monthly review meetings with TNSDC to review the project progress.
- Monthly reports will be submitted from QUEST Alliance to the TNSDC office on Master Trainer progress.

7. TERMS AND CONDITIONS:

a. Term:

The term of this MoU begins on the effective date and expires on 31st March, 2025 unless terminated earlier in accordance with this MoU. The MoU may be extended on terms as mutually agreed by both the PARTIES

b. Termination:

Both parties may terminate this MoU by communicating in writing with a notice period of 30 Calendar days. In the event of termination, both parties have to discharge their obligations.

c. Principal Contacts:

The principal contacts will be assigned by Quest Alliance as well as someone from TNSDC

d. Fees and Expenses:

Unless otherwise agreed by both the PARTIES, each PARTY shall bear its own costs and expenses with regard to all negotiations, performance and any other activities relating to the subject matter of this MoU.

e. Confidentiality:

Each PARTY shall:

- I. Protect any Information provided by the other PARTY that is identified as confidential in writing ("Confidential Information")
- II. Use Confidential Information for the sole purpose of fulfilling its obligations under this MoU
- III. Return all confidential Information to the disclosing PARTY promptly upon the expiration or termination of this MoU and certify such return in writing to the other PARTY
- IV. Confidential Information may Include, without limitation, computer programs, software or hardware products, product development plans, code, documentation, algorithms, know-how, trade secrets, formulas, processes, procedures, ideas, research, inventions (whether patentable or not), copyright, schematics and other technical, business, financial and marketing Information, forecasts, strategies, names and expertise of employees and consultants, customer or partner information, customer data etc.

f. Intellectual Property:

Except for the permitted use of Confidential information, each PARTY acknowledges that, under this MoU neither PARTY acquires any intellectual or other property including but not limited to copyright, trademark, business or trade secrets, methodologies, professional

techniques, work of authorship, training material, courseware or content from the other PARTY.

g. Anti-corruption Laws:

In conformity with the applicable corruption laws of India or any rules or regulations thereunder and relevant Corporate policies of QUEST Alliance, the institutes under TNSDC shall not act in any manner which may amount to violation of such anti-corruption laws, including but not limited to (i) the use of any funds for unlawful contributions, gifts, entertainment, or other expenses relating to political activity or (ii) making or attempting to make, offering or authorizing any unlawful payment thing of value, bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment to any government official, for the purpose of influencing an actor decision (including a decision not to act) or inducing such a person to use his or her influence to affect any such government act or decision to obtain, retain, or direct any business.

h. Relationship:

The relationship between the PARTIES will be that of independent contractors, and nothing in this MoU is intended to nor will establish any relationship of partnership, joint venture, employment, franchise, agency or another form of legal association between the PARTIES. Neither PARTY will have, nor represent to any third PARTY that it does have, any power or authority to bind the other PARTY or incur any obligations on the other PARTY's behalf.

i. Liabilities:

Neither PARTY is liable for the intentional or negligent acts or omissions of the other. Each PARTY shall be responsible for its officers, employees, agents, contractors or students (if applicable) intentional or negligent acts or omission howsoever caused, to the extent allowed by applicable law.

j. Modification:

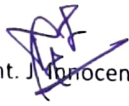

Modification to this MoU shall be made by mutual consent of the PARTIES through the issuance of a written modification, signed and dated by authorized representatives of each PARTY, prior to any changes being performed.

K. Dispute:

All disputes, controversies or differences which may arise between the PARTIES hereto out of or in relation to or in connection with or interpretations of this MoU or for the breach thereof shall be settled amicably between the PARTIES through negotiations and shall not be referred to any Tribunal/Arbitrator or court of law.

This MoU is being executed in duplicate, each of which shall be deemed to the original. Each PARTY shall retain a copy hereof.

IN THE WITNESS WHEREOF the PARTIES hereunto have caused this MoU to be executed by and through their duly authorized representatives as of the date written herein.

<p>SIGNED, SEALED AND DELIVERED For and on behalf of:</p> <p>Aakash Sethi Chief Executive Officer QUEST Alliance</p>	<p>SIGNED, SEALED AND DELIVERED For and on behalf of:</p> <p>Tamil Nadu Skill Development Corporation Represented by (Signature)</p> <p>Name: Tmt. J. Innocent Divya Designation: Managing Director</p>  
<p>Witness:</p> <p>1.</p> <p>2.</p>	<p>Witness:</p> <p>1.</p> <p>2.</p>