

MEMORANDUM OF UNDERSTANDING

BETWEEN

CISCO COMMERCE INDIA PVT. LTD.

AND

TAMIL NADU SKILL DEVELOPMENT

CORPORATION

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is signed on the last date of signatures below ("Effective Date") by and 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 (hereinafter referred to as "**TNSDC**").

And

Cisco Commerce India Pvt. Ltd. having its registered office at No. 6, Prestige Solitaire, Level - II, No. 6, Brunton Road, Bengaluru 560 001, Karnataka, India (hereinafter called "**Cisco**"),

Cisco and TNSDC will hereinafter be referred to as "Party" individually and "the Parties" jointly.

The Parties have decided to scale their partnership in the area of "Skill Development, IT Education, and Government Workforce Development Programs" ("Collaboration Areas").

Cisco Networking Academy is a global workforce development program for learning institutions and individuals worldwide. More than 17.5 million people have joined the Networking Academy and become a force for change in the global economy since 1997.

Networking Academy is one of the pillars of Cisco's Corporate Social Responsibility and delivers classroom instruction, online teaching materials, interactive tools, and hands-on learning to students from every socio-economic background, so that they can develop the knowledge and skills required to succeed in a technology-driven market.

Now the Parties agree as follows:

A. NON-BINDING BUSINESS TERMS

The Parties understand that this MOU is intended only to summarize the current business understanding of the Parties with respect to the Collaboration Areas and to facilitate further discussions regarding certain objectives of the proposed partnership, as more fully described in Exhibit A, which are non-binding on the Parties. The terms and objectives set forth in Exhibit A shall be used for discussion purposes only and shall not be deemed to create any rights or obligations for or on behalf of any Party.

The Parties hereby acknowledge and agree that either Party may unilaterally terminate all negotiations at any time without any obligation or liability by giving the other Party written notice. The Parties agree to proceed at their own risk and expense regarding the subject matter of this MOU until the execution of the definitive agreements if any or termination of negotiations, whichever is earlier. This MOU is non-exclusive and neither Party shall be precluded from entering into similar transactions with any third parties.

Each Party acknowledges that the other Party has not given it, nor has it relied on, any representations or assurance of future revenues, sales opportunities or profits arising from or in connection with the subject matter of this MOU. The Parties acknowledge that neither Party is justified in acting in reliance upon any promises nor representations of present intention purported to be contained in this MOU. Nothing in this MOU will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

B. BINDING TERMS

The Parties hereby acknowledge and agree that the following subsections under this Section B (Binding Terms) shall be binding and create legal rights and obligations on the Parties.



1. Confidentiality

In this MOU "Confidential Information" means any information or data, irrespective of the form and nature thereof, that is confidential or proprietary to the Party disclosing such information ("Discloser") to the other Party ("Recipient"), including, but not limited to technical know how, specifications, designs, models, software, techniques, drawings, processes, as well as industrial and intellectual property rights, business information, trade secrets, customer lists, financial information, process, costs, sales and marketing plans, information posted on their respective websites or any other information with the Recipient knows or reasonably ought to know is confidential, proprietary or trade secret information of the Discloser.

The Recipient shall at all times, both during the term of this MOU and for a period of at least three (3) years after its expiration or termination, keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than for the purpose of fulfilling its obligations under this MOU, nor shall the Recipient disclose any such Confidential Information to any third party without the Disclosing Party's prior written consent. Upon termination of this MOU or written request from the Discloser, the Recipient shall, within fifteen (15) days from such termination or request, return all Confidential Information and any and all copies thereof to the Discloser, or at the Discloser's option, destroy the Confidential Information and any and all copies thereof, and certify such destruction

The obligations of confidentiality set forth herein shall not apply to information which;

- a. Was rightfully in possession of or known to the Recipient without any obligation of confidentiality prior to receiving it from the Discloser;
- b. Is, or subsequently becomes, legally and publicly available without breach of this MOU;
- c. Is rightfully obtained by the Recipient from a source other than the Discloser, without any obligation of confidentiality; or
- d. Is developed by or for the Recipient without use of the Confidential Information.

The Recipient may only disclose Confidential Information pursuant to a valid order issued by a court or governmental agency, provided that the Recipient provides the Discloser:

- a. Prior written notice of such obligation; and
- b. The opportunity to oppose such disclosure or obtain a protective order.

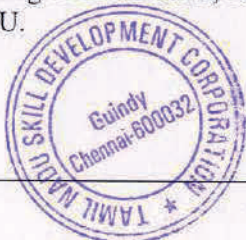
The Confidential Information shall remain the property of the Discloser and no license to any existing or future intellectual property rights or Confidential Information is granted or implied under this MOU.

All Confidential Information is provided "AS IS". The Discloser shall not be liable for any inaccuracy or completeness of the Confidential Information, nor are there any express or implied representations or warranties by either party to the other, including with respect to the infringement of any intellectual property rights or any right of privacy, or any rights of third persons.

2. Scope

To this end, TNSDC and Cisco have decided to work together in skilling more than one lakh students of the higher education institutions in Tamil Nadu in Cybersecurity and Networking courses. All the students in the identified colleges will have access to self-learning and instructor-led courses available on the NetAcad portal.

The scope of this MOU as described above does not cover any development work, testing, licensing, distribution, support, sales, or maintenance. Should the Parties decide to pursue such matter that is outside the scope of this MOU, the Parties shall enter into a development, license, distribution, or other appropriate written agreement(s) accordingly. Projects initiated by Cisco directly through its affiliates or their channel partners in compliance with this MOU is for the purposes of promoting the objectives set out herein and not for resale, remarketing or distribution, rent, lease or for other use that would be inconsistent with the stated purpose of this MOU.



3. **Publicity**

The Parties hereby agree that no press release or other public announcements regarding this MOU or any agreements contemplated thereby shall be made without prior review and written agreement signed by a duly authorized representative of the other Party.

4. **Term and Termination**

The Parties agree that this MOU shall be effective as of the Effective Date and shall continue in effect until the earliest occurrence of one of the following: (1) the execution of a definitive MOU or definitive agreement relating to the scope of this MOU; (2) written notice by one Party to the other of termination of this MOU; or three (3) years from the Effective Date of this MOU. Section B (including all subsections) shall survive any termination of this MOU. Upon expiry of the Term, it is the intention of the Parties to further progress the solutions initiated under this MOU towards overall achievement of the objectives and outcomes contemplated herein. TNSDC shall, to this extent, endeavor to continue maintaining and promoting such solutions and projects to further the objectives set forth in the MOU.

5. **Limitation of Liability**

Except for liability relating to either Party's breach of the other Party's confidential information or intellectual property rights, in no event shall either Party be liable to the other Party for any direct, indirect, incidental, special, punitive or consequential damages or loss of profits, lost revenue or loss of data.

Notwithstanding the foregoing, nothing in this MOU shall limit the Parties liability for bodily injury or death caused by its negligence or its liability in the tort of deceit.

6. **Export, Re-Export, Transfer & Use Controls**

The products and technology (whether supplied directly or indirectly) ("Products and Technology") by Cisco under this MOU are subject to export controls under the laws and regulations of the United States ("U.S."). TNSDC shall comply with such laws and regulations governing export, re-export, transfer and use of Cisco Products and Technology and will obtain all required U.S. and local authorizations, permits, or licenses. Cisco and TNSDC each agree to provide the other information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses. Information regarding compliance with U.S. export, re-export, transfer and use laws may be located at the following [URL: http://www.cisco.com/www/export/compliance_provision.html](http://www.cisco.com/www/export/compliance_provision.html). The Customer's obligations under this Section shall survive the expiration or termination of the MOU.

7. **Intellectual Property Rights**

Each Party will retain the exclusive rights, title and ownership of all its pre-existing Intellectual Property or independently developed, Confidential Information and materials (including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology) owned or developed by such Party, and no license to the same is intended to the other party, unless agreed separately under specific definitive agreements.

8. **No Partnership**

Execution of this MOU and participation in the activities described herein is not intended to, and shall not be construed to, create or constitute a franchise, joint venture, partnership, or other joint business relationship between Cisco and TNSDC. TNSDC acknowledges that Cisco has not given it, nor has it relied on, any representations or assurances of future revenue, sales opportunities or profits arising from participation in the activities described in this MOU.

9. **Governing Laws, Jurisdiction and Dispute Resolution**



This MOU shall be subject to and governed by the laws of India and the courts in Bengaluru shall have exclusive jurisdiction over any claim arising under this MOU. Notwithstanding the foregoing, either Party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such Party's intellectual property or proprietary rights.

10. Compliance with Laws

The Parties hereby represent and warrant that they shall not take or cause to be taken, any action or permit or authorize any action which will render Cisco liable for a violation of the U.S. Foreign Corrupt Practices Act, or other applicable laws, which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality thereof in order to assist it or Cisco in obtaining or retaining business and the Parties will not violate or cause Cisco to violate such Act. Cisco strives to maintain the highest standards of business integrity and, accordingly, if a Party has any cause for concern regarding any business practices these should be reported to Cisco at ethics@cisco.com.

11. Costs

Unless otherwise agreed upon in writing, each Party shall bear its own costs and expenses arising in connection with this MOU and the possible negotiations, completion and implementation of definitive Agreements if any, including but not limited to costs of experts, consultants, lawyers and travel expenses.

12. Assignment

The Parties shall not assign, sell, transfer, or in any way encumber its interest under this MOU without obtaining the prior written consent of the other Party hereto.

13. Amendment

This MOU may be amended at any time by the mutual written assent of the Parties.

14. Severability

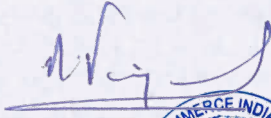
Should any portion of this MOU be determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

(Signature Block on Next Page)



IN WITNESS WHEREOF, the parties hereto have executed this **MOU** by persons duly authorized as of the date and year first above written.

ACCEPTED AND AGREED:
Cisco Commerce India Private Ltd.

By: 
Name: Vijayanush
Title: Chief Financial Officer
Date: ~~21-01-2023~~ 26 January 2023



"Approved by Legal"

ACCEPTED AND AGREED:
TNSDC

By: 
Name: J. Innocent Divya, IAS
Title: MD
Date: 21-01-2023



EXHIBIT A
NON-BINDING BUSINESS TERMS

THIS PROPOSED BUSINESS TERM SHEET DOES NOT CONSTITUTE NOR CREATE, AND SHALL NOT BE DEEMED TO CONSTITUTE NOR CREATE, ANY LEGALLY BINDING OR ENFORCEABLE OBLIGATION ON THE PART OF EITHER PARTY. EACH PARTY AGREES THAT IT SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND IN THE EVENT THAT THE OTHER PARTY DETERMINES, IN ITS SOLE DISCRETION, NOT TO PURSUE THE TRANSACTION PROPOSED IN THIS NON-BINDING BUSINESS TERM SHEET. THIS EXHIBIT A SHALL BE EFFECTIVE AS OF THE EFFECTIVE DATE AND SHALL EXPIRE OR TERMINATE IN ACCORDANCE WITH THIS MOU.

1. Introduction:

Cisco Networking Academy is a global education program that teaches students how to design, build, and secure computer networks for increased access to career and economic opportunities. It provides online courses, interactive tools, and hands-on learning activities to help students prepare for ICT careers in virtually every type of industry. Networking Academy helps students build 21st Century skills such as collaboration and problem solving by encouraging practical application of knowledge through hands-on activities and network simulations.

Networking Academy teaches ICT skills to students from virtually every socio-economic background and region of the world. The courses help narrow the technology skills gap by preparing individuals for careers in the new global economy. Since 1997, Networking Academy has grown from a small-scale to become the world's largest e-learning program and Cisco's largest corporate social responsibility program operating in 180 countries. More than 2 million students develop ICT skills through the program each year. Networking Academy was launched in India in 1999. Over the past 25 years Cisco has supported the training of more than 12,29,000 students through public-private partnerships with higher educational institutions, vocational schools, public sector agencies, and nonprofits across India.

2. Proposed Obligations of TNSDC:

- To ensure pre-requisites and program implementation in all the identified institutions.
- Plan & execute faculty & students engagement activities to create awareness for student enrolment in the identified courses.
- To identify any additional faculty training requirement in the colleges. Training duration will differ based on the courses offered. Training logistics will include space, general utility (electricity, water, and internet connectivity), lab set up, individual laptops, etc. For virtual trainings, these logistics doesn't hold any relevance.
- To communicate the colleges about students participation, any student competitions, faculty trainings, workshops, etc.

Participating College's roles & responsibilities:

- Commitment to utilizing the Cisco Academy learning management system for student enrolment, course delivery, class assignments & assessments.
- Keep record of each student since enrolment to employment & report to Cisco & TNSDC.
- Maintain a healthy student count & ensure quality delivery of the courses.

*If the identified centre does not deliver the courses as prescribed / specified by Cisco Networking Academy, then TNSDC and Cisco will have the right to identify an alternate institution for the pilot.

3. Proposed Obligations of Cisco:

Cisco will either directly or through its authorized program and training partner (EdCreate Social Foundation) as may be applicable:

- Enroll identified students in the courses as decided mutually. Introduction to Cybersecurity, Cybersecurity Essentials, Networking Essentials and CCNA module 1 (Introduction to Networks).



- Introduction to Cybersecurity, Cybersecurity Essentials and Networking Essentials courses will be offered free of cost and partner will not charge any fee.
- For CCNA module 1, program implementation fee will be charged by the partner and will be decided mutually between TNSDC and the partner.
- Provide access to learning management system (LMS) to deliver the courses.
- Provide course completion certificate to the enrolled students who successfully complete Cisco Networking Academy courses.
- Access to workforce development programs such as:
 - Women Rock IT (WRIT): designed to both inspire young women to consider careers in IT as well as support and motivate those who are already on that journey.
 - Find Yourself In The Future (FYIF): A career oriented support program for the students from technology background.
 - Virtual internship: AICTE approved internships will be offered virtually to all the eligible students.

4. Program Details

S. No	Name of the Program	Course Offered	Course Details
1	Model A	Introduction to Cybersecurity	<ul style="list-style-type: none"> ❖ Total students to be trained: Upto 1 Lakh (Model A and B Combined) ❖ Duration: 15 Hours ❖ Mode: Instructor-guided or Self-paced ❖ Target Audience: Secondary and 2-Year college students. ❖ Fee: Free of cost ❖ Prerequisites: None ❖ Faculty Development Program: No ❖ Mentor Support: No ❖ Internship/Placement: Virtual Internship- Yes ❖ Other details: <ul style="list-style-type: none"> ✓ 5 modules and 7 practice labs ✓ Interactive activities and quizzes & 1 Final Exam ✓ Lifetime access of Cisco NetAcad LMS ✓ Digital badge to share their skill on LinkedIn etc
2	Model B	Networking Essentials	<ul style="list-style-type: none"> ❖ Total students to be trained: Upto 1 Lakh (Model A and B Combined) ❖ Duration: 70 Hours ❖ Mode: Instructor-guided or Self-paced ❖ Target Audience: High school, secondary and 2-year college vocational students, college and university students studying IT and non-IT fields ❖ Fee: Free of cost ❖ Prerequisites: None ❖ Faculty Development Program: No ❖ Mentor Support: No ❖ Internship: Virtual Internship- Yes ❖ Other details: <ul style="list-style-type: none"> ✓ 20 modules, 19 practice labs & 24 Packet Tracer activities ✓ 130+ interactive activities, videos, & quizzes ✓ 5 module exams & 1 final exam ✓ Lifetime access of Cisco NetAcad LMS ✓ Digital badge to share their skill on LinkedIn etc ✓ Industry expert sessions/bootcamps (virtual)



3	Model B	Cybersecurity Essentials	<ul style="list-style-type: none"> ❖ Total students to be trained: Upto 1 Lakh (Model A and B Combined) ❖ Duration: 30 Hours ❖ Mode: Instructor-guided or Self-paced ❖ Target Audience: Secondary and 2-Year college students. ❖ Fee: Free of cost ❖ Prerequisites: <ul style="list-style-type: none"> ✓ Introduction to Cybersecurity ✓ Foundational networking knowledge (equivalent of Networking Essentials) ❖ Faculty Development Program: No ❖ Mentor Support: No ❖ Internship/Placement: Virtual Internship- Yes ❖ Other details: <ul style="list-style-type: none"> ✓ 8 Modules and 14 practice labs ✓ 12 Cisco Packet Tracer activities ✓ Interactive activities and quizzes & 1 final exam ✓ Lifetime access of Cisco NetAcad LMS ✓ Digital badge to share their skill on LinkedIn etc ❖ Industry expert sessions/bootcamps (virtual)
4	Model C	CCNA Module-1 (Introduction to Networks)	<ul style="list-style-type: none"> ❖ Total students to be trained: Minimum 13,000 (as agreed upon) ❖ Duration: 70 Hours ❖ Mode: Instructor-led ❖ Target Audience: Secondary vocational students, 2-year and 4-year college students in Networking or Engineering programs. ❖ Fee: A nominal program fee to be charged by the partner to TNSDC ❖ Prerequisites: None ❖ Faculty Development Program: Yes ❖ Mentor Support: Yes ❖ Internship/Placement: Virtual Internship- Yes ❖ Other details: <ul style="list-style-type: none"> ✓ 17 modules and 24 practice labs ✓ 31 Cisco Packet Tracer activities ✓ 120+ interactive activities, videos, & quizzes & 1 final exam ✓ Lifetime access of Cisco NetAcad LMS ✓ Digital badge to share their skill on LinkedIn etc ✓ Industry expert sessions/bootcamps (virtual) ✓ Problem statements for practicing the concepts ✓ Cisco packet tracer simulation tool



5. Proposed Joint Obligations, if any:

The Parties agree for a quarterly meeting of representatives. Such meetings will be organised and hosted by Cisco (either face to face or any assisted technology like TelePresence or Webex) for the purpose of assessing how the co-operation is progressing and to identify areas where it could be strengthened. In addition, if there are any issues that arises in the execution of this program, then, the Parties will try to mutually address and resolve such issues during these review meetings.

6. Special Terms and Conditions:

Any implementation of the objectives / obligations shall be subject to separate definitive agreement(s) and such definitive agreement(s) shall be subject to internal approval by Cisco and TNSDC.

