

MEMORANDUM OF UNDERSTANDING

BETWEEN

TAMIL NADU SKILL DEVELOPMENT CORPORATION

AND

SGBS UNNATI FOUNDATION

This Memorandum of Understanding (hereinafter referred to as "MoU") is entered on 5th day of December 2022 by and between:

Tamil Nadu Skill Development Corporation represented by Tmt. J. Innocent Divya IAS, Managing Director, Tamil Nadu Skill Development Corporation (hereinafter referred to as "**TNSDC**") which expression shall mean and include its heirs, successors, executors, administrators, authorised representatives and permitted assigns) as **FIRST PARTY**.

AND

SGBS UNNATI FOUNDATION, a company incorporated under the Section 25 of India, having its registered office address at #1, Temple Road, NGEF Layout, Sadananda Nagar, Bengaluru, 560038, represented by Director, Mr. I A Padmanabhan alias Ramesh Swamy (hereinafter referred to as "Unnati", which expression shall, unless repugnant to the meaning or context hereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PARTY** and

(Both Parties are hereinafter jointly referred to as "Parties" and individually as a "Party")

Introduction

WHEREAS Tamil Nadu Skill Development corporation, under the initiatives of Government of Tamil Nadu "NAAN MUDHALVAN SCHEME" has planned to impart Skill Enhancement training to the graduating students and youth of Tamil Nadu **And** willing to provide the student community with employable skill that helps in improving their livelihoods and economic security.

WHEREAS the Second party, - Unnati was founded with a singular aim to harness the potential of every youth of the country, mold him/her to become self-reliant, productive workforce for the country, and to provide them with a sustainable livelihood

WHEREAS both the parties having recognized each other's intention of working in the sphere of employability skills, wish to support socially and economically disadvantaged and underprivileged students/youth that helps in improving their employability skill set and livelihoods.

WHEREAS both the parties have decided to reduce the mutually agreed terms and conditions into writing.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

I. TERM:

This Memorandum of Understanding is for a period of one year and is effective from 5th Dec,2022 and shall remain in force till 4th March 2024. This MoU may be further extended on terms and conditions as may be mutually agreed by both the parties.

II: OBJECTIVE

The program is to help the youth get ready to take up a job, consider their strength, identify the area or job that suits them / like to do, and make them believe in themselves To engage with underprivileged in capacity building and equip them with soft skills and communication skills.

III: OBLIGATIONS OF THE FIRST PARTY (TNSDC)

- i. TNSDC shall provide the beneficiaries under the said program and shall ensure that they are underprivileged students/youth looking for livelihood opportunities.
- ii. TNSDC shall facilitate the skilling of candidates.
- iii. TNSDC shall help in college placement drives, especially for ITI and women polytechnic colleges
- iv. TNSDC shall share its logo for the use of Creatives in social media campaign.
- v. TNSDC shall participate in the Livelihood initiative projects organized by Unnati as a partner.
- vi. TNSDC shall:
 - i. Ensure that the necessary infrastructure as per requirements are made available where the program shall be implemented.
 - ii. Ensure to identify one resource person (hereinafter referred to as POC - Point of Contact) from their faculty group to co-ordinate between the beneficiaries, the Institute management and the Second Party. Contact details of the POC shall be shared with the Second party and rest of the team.

- iii. POC should ensure that all the underprivileged youth/students are given an awareness on attending employability skill training program prior to the training and encourage them to register for the said program.
- iv. Ensure that the POC should take feedback from the students for quality assurance purpose.

IV: ACTIVITIES OF THE SECOND PARTY (Unnati):

1. Unnati shall provide livelihood opportunities to candidates getting skilled by TNSDC.
2. Unnati will be targeting 50,000 students over a period of 15 months.
3. Unnati shall arrange placement support
4. Unnati shall organize all the livelihood initiative projects to be conducted in collaboration with TNSDC.
5. Unnati shall ensure to give an update on the employability training program and its importance to the training coordinator of the TNSDC.
6. Unnati will conduct the UNXT training (Skill development training developed by SGBS Unnati Foundation) for 3 hrs per batch and a minimum of two batches per day, spanning over 30 working days.
7. Unnati will provide the UNXT program free of cost to all the students.
8. Unnati will provide access to an e-learning app with over 600 videos and questions to the youth who attend the UNXT Program.
9. Unnati will provide a UNXT digital certificate to students who match the attendance requirement of 90%.
10. SGBS Unnati foundation(SUF) will hire trainers at the listed locations on its payroll. SUF will assure a job for the students who approach them. The jobs will be in Metro cities and in reputed companies with social securities like ESI, PF. The salaries offered by these companies will be in line with the Market.
11. SUF will collect data of students and will upload all the relevant data onto NSDC and Naan Mudhalvan Portal. Data with filters will be made available to TNSDC as and when required.
12. Unnati will provide a Learning Management System (LMS) which is offered free to the youth and it has over 600 videos and over 120 questions per day to help them to revise and get equipped. TECHNOLOGY ASSISTANCE Sixer Class App(LMS) helps to improve the English learning, diction, grammar and make learning more simple and easy as it is both offline and online.
13. Students will be given Unique login ID and they have to login the app everyday which will help them improve their communication and find it very interesting.
14. The Certif-ID intervention which is free for the youth facilitates a 360 degree profile / resume for the youth, the digital certificate(joint certificate) issued to every youth after completion of the course, including the sponsor logo goes directly to the youth through the Certif-ID portal .

15. The video resume is also been facilitated by Certif-ID. The student directory which will be shared with the employers will happen via Sixerclass and Certif-ID combination.

VII. FREE OF COST:

The Program is free of cost. Either party shall not charge any fees on whatsoever account/name from the beneficiaries under the program. Further, both the parties agree that either party shall not charge any fees whatsoever from the other party under this MoU/program.

VIII. GENERAL TERMS:

a. Relationship between the parties:

Nothing herein shall be construed to constitute the Parties as principal and agent, employer and employee, partners or joint ventures, nor shall any similar relationship be deemed to exist between the Parties. This Memorandum of Understanding is made on principal-to-principal basis.

b. Representation and Warranties:

Each Party hereby represents to the other that they have been duly incorporated/ registered under the applicable laws and has full legal right and authority to execute this Memorandum of Understanding. Each Party represents that it is also authorized to perform its obligations as herein contemplated; and that neither the performance of the obligations or execution of this MoU will violate or in violation of any applicable laws for the time being in force.

c. Confidentiality:

The parties shall severally take care to ensure that the information provided by the other party remains confidential and further agree not to use the Confidential Information for any purpose other than the purpose for which it is intended. The parties shall not disclose any Confidential Information to anyone other than the employees of either organization who need to know the Confidential Information. Each Party recognizes such information of the other Party as confidential information and agrees not to disclose them to any third party without the prior written consent of the other Party. The restriction contained in this clause shall not be applicable to information which (i) is required to be provided pursuant to any statutory or regulatory obligation; (ii) is lawfully acquired by the disclosing Party from an independent source having no obligation to maintain the confidentiality of such information; and (iii) was lawfully known to the disclosing Party prior to its disclosure under this Agreement.

IX. DATA SECURITY:

Unnati shall at all times ensure that TNSDC'S data received by Unnati for performing its obligations under this Agreement are confidential and

are fully protected, secured, and shall not be disclosed by Unnati or any of its employee/ agents/ representative to any other individual, party or institution except prospective employers.

a. Intellectual Property:

Each Party acknowledges the intellectual property rights of any kind, including but not limited to copyright, patent rights, design rights, service marks, trademarks, logos, titles, slogans, property rights and any other rights, held by the other Party and undertake that neither Party shall claim any right, title and interest in the Intellectual Property Rights of the other Party.

b. Dispute Resolution:

If any dispute arises between the Parties, the Parties shall endeavour to resolve them mutually. If such resolution is not possible within a reasonable period, the unresolved dispute shall be referred to arbitration in accordance with the Arbitration Act for the time being in force, conducted by a sole arbitrator to be appointed by the Parties mutually. The arbitration shall be in English and the seat of the arbitration shall be at Chennai. The decision of the arbitrator shall be final and binding on both the parties.

c. Validity of Clauses:

If any Clause or any part this Agreement shall for any reason be adjudged by any court or other legal authority of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

d. Entire Agreement:

This Agreement sets forth the entire agreement between the Parties at the date hereof relating to the Purpose and supersedes any prior agreements or arrangements (whether oral or in writing) between the Parties relating thereto.

e. Notices:

All notices, which either Party is required or may desire to serve upon the other Party, shall be in writing and addressed as specified in the recital of this Agreement. Notices may be served personally or by facsimile, certified mail, express mail, email to a designated employee of the Party or express courier.

f. Termination:

Either of the parties is entitled to terminate this MoU by giving a thirty days' notice to other party in case of breach of any term of this MoU by the other party, provided, that before issuing such termination notice, such issues shall be discussed with senior officials of the Parties and if they fail to resolve such issues within a period of fifteen

(15) Days, then it shall result in termination of this Memorandum of Understanding.

x. Force Majeure:

Neither Party shall be held responsible for non-fulfilment of their respective obligations under this MoU due to the exigency of one or more of the Majeure event such as but not limited to acts of God, war, flood, earthquakes, strikes, lockouts, epidemics, pandemic, riots, civil commotion, etc., provided on the occurrence and cessation of any such event the Party effected thereby shall give a notice in writing to other Party within one (1) month of such occurrence or cessation. If force majeure continues beyond one (1) month, the parties shall jointly and mutually decide about the future course of action or terminate this MoU with immediate effect.

xi. Amendment:

Any term or terms of this Memorandum of Understanding may be amended/modified or changed in writing with mutual consent of both the parties.

xii. Assignment and Delegation:

Neither this Memorandum of Understanding nor any duties or obligations under this Agreement may be assigned or delegated by either party.

xiii. Governing Laws and Jurisdiction:

This Memorandum of Understanding shall be governed by laws of India and shall be subject to the jurisdiction of courts situated at Chennai.

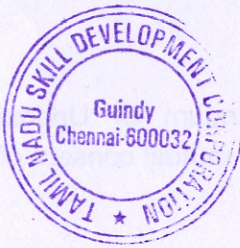
xiv. Rules of Interpretation:

The headings to clauses are inserted for convenience only and shall not affect the construction or interpretation of this MoU. In this, the words expressed in any gender shall, where the context so requires or permits, include the other gender. In this MoU words expressed in the singular, shall, where the context so requires or permits, include the plural.

xv. Counterparts:

This Memorandum of understanding shall be executed in two counterparts each of which shall be deemed as original, but all of this together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set and subscribe their respective hands with stamp and seal the day and the year first mention here-in-above written.

<p>Tamil Nadu Skill Development Corporation ADDRESS: 1st Floor, Employment Office, Alandur Rd, Thiru Vi Ka Industrial Estate, Guindy, Chennai, Tamil Nadu - 600032</p>	<p>For SGBS UNNATI FOUNDATION REGISTERED OFFICE/ PREMISES:#1 Temple road, Sadanandanagar, NGEF Layout, Bangalore – 560038</p>
<p>Name of Authorised Representative: J. Innocent Divya IAS Designation: Managing Director</p>	<p>Name of Authorised Representative: <u>A Padmanabhan alias Ramesh Swamy /</u> Designation: <u>Director</u> Mobile Number: +91-080-25384443/4642 Email Id: <u>rameshswamy@unnatiblr.org</u></p>
<p>Email Id: _____</p> 	

Witness.1 *Rsh*
R. Shobana (Admin Assistant)
 TNSDC

Witness2. *Anjana*
Anjana. A.M.
 AVP Service Industry Engagemnt
 Naan Mudhalan

Witness1. *PROSENJIT GHOSH*
PGM

Witness2.