

## MEMORANDUM OF UNDERSTANDING

This non-binding Memorandum of Understanding ("**MOU**") is entered into on **May 12, 2023** ("**Effective Date**"):

**BETWEEN**      **The Directorate General of Training (DGT) under the Ministry of Skill Development & Entrepreneurship (MSDE)** Shram Shakti Bhawan, Rafi Marg, Sansad Marg Area, New Delhi, Delhi 110001 ("**Company**");

**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 DLF Downtown, Level 8, Block 2, DLF Phase - 3, Sector - 25A, Gurugram 122002 ("**Microsoft**"),

(Company 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 11 hereinbelow, no terms in this MOU are intended to be, or shall be interpreted as, being binding upon the Parties.

### BACKGROUND:

- (A)      **The Directorate General of Training (DGT), under the Ministry of Skill Development and Entrepreneurship (MSDE)**, is the apex organization for the development and implementation of vocational training schemes at the National level, having its registered office at Kaushal Bhawan, B – 2, Pusa Road, New Delhi – 110005 (hereinafter referred to as "**DGT**"), which expression, shall unless repugnant to the context or meaning thereof, shall include its successors and assigns of the FIRST PART;
- (B)      **Microsoft Corporation India Private Limited** 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 project is referred to in this MOU as the “**Project**”.

The project would provide training to the learners in Government ITIs and National Training Institutes (“**NSTIs**”) with an aim to empower learners by redefining and updating the Computer Science/Information Technology curriculum/course offered in Government ITI’s and Polytechnics in India and empowering young students with the essential skills to become self-reliant, with industry relevant skills aligned to specific job roles, enhancing their employability and connect them to relevant job opportunities and creation opportunities for development of talents within the country.

In connection with the Project, Company and Microsoft may further discuss and explore the following:

### **Role of Microsoft**

- Microsoft would share the program outline with DGT and align NGO partner responsible
- for end to end deployment of the project on ground
- Microsoft would provide CSR grant to the identified NGO pursuant to the non-financial MOU with DGT.
- Facilitate access to free content available on Microsoft Learn platform.
- Microsoft would provide employees’ volunteer/expert session support to give industry relevant exposure to the beneficiaries.
- Microsoft would facilitate the placement of the successful learners from this project,partnering with recruiting partner and placement agencies.
- Help in setting up the monitoring, reporting and governance framework for the project along with nonprofit.

### **Role of DGT**

- Providing necessary approvals, participation from government colleges and youth bodies for incorporating the said Project within the regular schedule of the ITIs and NSTIs;
- Cooperation from various government functionaries;
- Provision of in-kind resources such as training spaces and other infrastructure required to implement the skilling initiatives;
- Support conducting of baseline and end-line assessments of all students trained under this programme in order to demonstrate the efficacy of the programme; and
- Organizing state wide job fairs and seminars to promote employment of youth.

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 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.

#### **4. 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.

#### **5. 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 Non-Disclosure Agreement executed between the parties (the "NDA") will govern all Confidential Information (as defined in the NDA) shared under this MOU. To the extent permissible under applicable law, the remaining provisions of this Section shall apply if any information was shared before the execution of the NDA, no NDA exists or the NDA terminates or ceases to be in effect.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential.

Each Party will take reasonable steps to protect the other's Confidential Information and will use the other Party's Confidential Information only for purposes of the Parties' business relationship. Neither Party will disclose Confidential Information to any third party other than the affiliates or subcontractors who (i) have a need to know such information in order to assist in carrying out this MOU; and (ii) have been instructed that all such information is to be handled in strict confidence. Either Microsoft or Company may, however, at any time, make any disclosures required by law upon prior written notice to the other Party.

#### **6. 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. The Company 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.

#### **7. 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 Company has chosen Microsoft's technology solutions, how Company is using Microsoft's technology solutions as an enabler, the business benefits Company has realized or anticipates, or how Microsoft technologies are helping Company comply with regulations); and (c) industry events (e.g., speaking at and/or demonstrating technology solutions on-stage at industry, Company 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.

#### **8. 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.

## 9. 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.

## 10. 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 and Termination), 4 (Exclusivity), 5 (Confidentiality), 6 (Intellectual Property), 7 (Joint Public Relations Activities; last sentence only), 8 (Relationship of the Parties), 9 (Costs and Expenses), 10 (Binding Provisions), 11 (Limitation of Liability), 12 (Foreign Corrupt Practices) and 13 (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) Company 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.

## 11. LIMITATION OF LIABILITY

- (a) The Parties mutually agree that to the full extent permitted by law, neither Party will be liable to the other for any direct, consequential, indirect or special damages arising out of or related to this MOU, except with respect to violation of the other Party's Confidential Information or Intellectual Property rights.
- (b) 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.**

## 12. 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.


## 13. 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 the Directorate General of Training (DGT), MSDE.

By:   
\_\_\_\_\_  
(signature)

Name: CHEGONDI S. MURTHY  
(printed)

Title: DIRECTOR (IT)  
(printed)

Date: May 17, 2023  
(printed)

Microsoft Corporation India Private Limited

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

By:   
\_\_\_\_\_  
(signature)

Name: ASHUTOSH Chadha (CELA)  
(printed)

Title: Director  
(printed)

Date: May 15, 2023  
(printed)

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