

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) is made on this 03<sup>rd</sup> November 2020 (“**Execution Date**”) at New Delhi, India by and between:

Directorate General of Training, an apex organisation for development and coordination at National level for the programmes relating to vocational training under Ministry of Skill Development and Entrepreneurship (MSDE), 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**;

**AND**

NASSCOM Foundation, a not-for-profit registered charitable trust registered under the Indian Trust Act, 1882 having its offices at A1 - 125, 3rd Floor, Safdarjung Enclave, New Delhi, 110029, India (hereinafter referred to as “**NASSCOM Foundation**”), which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and assigns of the **SECOND PART**.

**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 corporate office at Level 10, Tower C, EPITOME, Building Number 5, DLF Cyber City, Phase 3, Gurugram 122002, Haryana (hereinafter called as “**Microsoft**”), which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns of the **THIRD PART**.

DGT, NASSCOM Foundation and Microsoft are hereinafter individually referred to as a “**Party**”, and jointly, as “**Parties**”.

### **WHEREAS:**

- A. DGT under Ministry of Skill Development and Entrepreneurship, Government of India, is the apex organization for development and coordination at National level for the programs relating to vocational training through Industrial Training Institutes (“**ITI**”) across the country. DGT also operates vocational training schemes in some of the specialized areas through its Centrally Funded Institutes (“**CFI**”) called National Skill Training Institutes (NSTIs) under its direct control and through various other programs.
- B. Microsoft is helping young people build foundational digital skills and providing them with access to high-quality, inclusive computing and computer science training and education which will enable them gain employment in the digital economy.
- C. NASSCOM Foundation is a non-profit organization with a vision to leverage Information and Communication Technologies (“**ICT**”) for empowering and transforming the lives of the underserved to create a truly inclusive India. Started with a commitment by NASSCOM and its member companies to promote social development through the application of ICT. NASSCOM Foundation works towards this aim by nurturing the ecosystem of Technology for Good.
- D. NASSCOM Foundation is currently implementing a corporate social responsibility (“**CSR**”) project of MICROSOFT for training girls in Government ITIs and National Skill Training Institutes (“**NSTIs**”). Microsoft has given CSR grant to NASSCOM Foundation under the grant agreement dated March 18, 2020 and amendment agreement dated August 31, 2020 (“**Grant Agreement**”) which is valid up till September 17, 2021. The program is titled Microsoft Digital Skills Project (as defined in the Grant Agreement) and is aimed at empowering girls 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.

- E. DGT under the aegis of the Ministry of Skill Development & Entrepreneurship (“MSDE”), is responsible for implementing long term institutional training to the nation’s youth through its network of training institutes and infrastructure. It plays a key role for development and coordination at National level for the programmes relating to vocational training including Women's Vocational Training.
- F. Given the burgeoning skill gap faced by the Indian economy, there is a clear need to revitalise the large network of ITIs and Centrally Funded Institutions under the control of DGT, so that these institutions can provide relevant and employment ready skills to the trainees to meet the challenges in the futuristic job skills. Realising this need for adapting to and respond effectively to both anticipated and unanticipated changes in labour market requirements due to disruption caused by COVID 19, DGT is moving towards digitization of the vocational education delivery system methodically by expanding industry cross-collaboration thus improving the employability quotient among their students.
- G. For the IT/ITeS sector trades, DGT has approached NASSCOM Foundation as an industry expert to help them in creating digital learning pathways for the Computer Operator and Programming Assistant (“COPA”) trade of one-year duration, that enrolls more than 1 lakh 20 thousand students across 3000 ITIs annually. Based on the recommendations of NASSCOM Foundation, DGT has decided to digitize the entire content of COPA trade (excluding few non-Microsoft content) that will enable students to learn basic digital skills comprising of Introduction to Computers, Windows Operating System at the basic level and subsequently learning advanced level Microsoft Office Technologies along with Networking and Cyber Security.
- H. The proposed COPA course of one-year duration will be developed as the blended learning model including self-learning digital tutorials with handholding from teachers, hence reducing the number of class room hours and student-teacher engagement. The said e-content will be hosted through the Bharat Skills platform to be used on Pan-India basis by all NSTI and ITI trainees. This model would also meet the possibility of accommodating double the number of batches within the same infrastructure.
- I. Therefore, the Parties have mutually agreed to enter into this MOU in order to record the terms of understanding and co-operation required between the Parties to achieve this objective.

**NOW, THEREFORE, in consideration of the mutual promises and covenants set forth hereinafter the Parties, the sufficiency of which is hereby acknowledged, and the Parties hereby record the terms of their understanding as follows:**

## **1. AREAS OF COOPERATION AND SCOPE**

The Parties agree the following:

- 1.1 Microsoft has already provided CSR grant to NASSCOM Foundation pursuant to the Grant Agreement and has no further obligation to be performed under the Grant Agreement. Under this MOU, Microsoft shall be responsible for facilitating overall governance of the CSR project as provided in **Schedule I**.

- 1.2 NASSCOM Foundation has received the CSR grant from Microsoft pursuant to the Grant Agreement and is obligated to perform all its obligations (including implementation of CSR project i.e., Microsoft Digital Skills Project) under the Grant Agreement and shall perform the obligations as provided in **Schedule I**.
- 1.3 DGT will ensure complete co-operation of the Government officials and various officials of ITIs, NSTIs to NASSCOM Foundation and Microsoft Teams. DGT will also ensure the uploading of the blended digital content on the Bharat Skills platform to benefit more than 100,000 students across 3000+ ITIs and NSTIs PAN India. The detailed expectations from the DGT are listed in the **Schedule I**.

## **2. TERM**

- 2.1 This MOU shall be effective from the Execution Date. This MOU shall be co-terminus with the Grant Agreement and shall automatically terminate on September 17, 2021. For avoidance of doubt, if the Grant Agreement is terminated prior to September 17, 2021 then this MOU shall also stand automatically terminated with the Grant Agreement.
- 2.2 Either Party may terminate this MOU at any time by giving the other Party notice of at least 30 (thirty) calendar days in writing.
- 2.3 None of the Parties shall be liable to pay any fees to any other Party during the term of this MOU and upon expiry of term or termination of this MOU.
- 2.4 The Parties agree that Clauses, 3.1 to 3.7 (*Intellectual Property*) and 4.8 (*Confidentiality*) shall survive the expiry or termination of this MOU.

## **3. INTELLECTUAL PROPERTY**

- 3.1 The intellectual property rights for the blended, courseware designed and developed with respect to the COPA course under DGT which have been developed by Microsoft for this MOU, will be jointly owned by the Parties. In addition to this, DGT has a right to alter or modify or translate the content into other regional languages as and when required provided the intellectual property content is used only for non-commercial purposes.
- 3.2 Any original content provided by Microsoft towards the development of courseware for specialization, foundation, programs, etc. or any other inputs provided by Microsoft under this MOU, will rest with Microsoft and its licensors.
- 3.3 Nothing in this MOU is intended to grant either Party a right to use the intellectual property of the other Party.
- 3.4 All intellectual property held by a Party prior to entering into this MOU or disclosed or introduced in connection with this MOU and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the Party introducing or disclosing it.
- 3.5 Any intellectual property rights resulting from work carried out through the joint efforts shall be jointly owned by the Parties.
- 3.6 The rights of any creative work prepared by students will remain with the students.
- 3.7 Notwithstanding anything contained in this MOU, any other document or communication, the use of the name, logo and/or official emblem etc. of either Party or any scheme implemented by it in any publication, document, paper, website or any other platform or mode is allowed only, after seeking explicit prior permission in writing from the Party

who is the owner of such logo, emblem etc. Such permission may be given by the relevant Party at its sole discretion which may further be subject to any condition that the Party considers appropriate.

#### **4. OTHER COVENANTS**

- 4.1 Understanding with NASSCOM Foundation: NASSCOM Foundation agrees that it will continue to perform its obligations under the Grant Agreement regardless of the validity of this MOU. Further, NASSCOM Foundation agrees that this MOU shall not prejudice the rights and remedies that Microsoft has under the Grant Agreement. For avoidance of doubt, NASSCOM Foundation agrees that in case of any conflict between the obligations of NASSCOM Foundation under this MOU and Grant Agreement the understanding under the Grant Agreement shall prevail.
- 4.2 No Financial Obligation: The Parties agree that this MOU does not create any financial obligation on any Party.
- 4.3 Representation and No Relationship: None of the Parties shall represent any other Party in any manner. Nothing in this MOU is intended to constitute a fiduciary relationship or an agency, partnership or trust between the Parties. Each Party represent to the other Party that it has the authority under applicable law to execute this MOU.
- 4.4 Definitive Agreement: Microsoft is not obliged to provide any other Microsoft offerings by virtue of this MOU. Parties shall enter into a definitive agreement(s) in case it is intended to create any legal rights and obligations including Microsoft Spark to enable Microsoft to license any other Microsoft offerings to DGT, NASSCOM Foundation or the vocational institutions approved by DGT or NASSCOM Foundation (as applicable), or the students enrolled at the institutions / training centres approved by DGT or NASSCOM Foundation.
- 4.5 Costs: Wherever DGT or NASSCOM Foundation logos are to be used in any advertisement (which shall be only after obtaining prior written approval from DGT or NASSCOM Foundation (as applicable) by Microsoft. Similarly, if DGT or NASSCOM Foundation has to use the Microsoft logo then the same only be used after taking written consent from Microsoft. DGT or NASSCOM Foundation may provide non-financial support in creating advertisement by using DGT or NASSCOM Foundation advertising agency.
- 4.6 Compliance with Laws: Each Party will comply with all applicable laws, rules and regulations in its performance of this MOU.
- 4.7 Severability: If any section or paragraph, or part thereof, of this MOU or any document appended hereto or made a part hereof is rendered invalid, ruled illegal by any court of competent jurisdiction, or unenforceable under present or future laws effective during the term of this MoU, then it is the intention of the Parties that the remainder of the MoU, or any document appended hereto or made a part hereof, shall not be affected thereby unless the deletion of such provision shall cause this MoU to become materially adverse to any Party in which case the Parties shall negotiate in good faith such changes to the MoU, or enter into suitable amendatory or supplementary MOUs, as will best preserve for the Parties the benefits and obligations under such provision.
- 4.8 Confidentiality:  
All commercial and other information, whether written, oral or in any other form, furnished hereunder by one Party to the other or its employees, representatives or agents shall be considered confidential by the receiving Party, which shall take all necessary precautions to keep the confidential information, secret and confidential. The receiving

Party shall not, without prior written consent of the other, disclose or allow to be disclosed, such confidential information to any one, except to its relevant officers and employees and only to such extent as may be necessary for the performance of its obligations under this Agreement.

Notwithstanding the forgoing, this Clause shall not apply to information which:

- a. Is or becomes publicly known or is printed in a publication available to the general public through no wrongful act of the Party concerned; or
- b. Is at the time of disclosure already known by the person to whom disclosure is made unless such knowledge is subject to a restriction as to use or disclosure imposed on such a person; or
- c. Is acquired from a third party in good faith and without an obligation of confidence being owed to that third party in respect thereof.

4.9 Amendments: This MOU may be varied, modified or amended only by mutual agreement of all the Parties in writing.

4.10 Disputes: Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MOU shall be settled amicably through mutual consultation or negotiations between the Parties, without reference to any third Party.

4.11 Governing law and Jurisdiction: This MOU and any matter relating to this MOU shall be governed by and construed in accordance with the laws of India and shall be subject to exclusive jurisdiction of the courts at Delhi.

4.12 Notice: Any notices, requests, demands or other communication required or permitted to be given under this Agreement or for the purpose of this Agreement (“**Notice**”) shall be written in English and shall be delivered in person, or sent by courier or by certified and registered mail or by e-mail, postage prepaid or transmitted by facsimile and properly addressed as follows:

- (i) in the case of Notice to NASSCOM Foundation, to:  
Chief Executive Officer,  
NASSCOM Foundation,  
A-1, 125, 3rd floor, Safdarjung Enclave,  
New Delhi, 110029,  
Email: [ashok@nasscomfoundation.org](mailto:ashok@nasscomfoundation.org)
- (ii) in the case of Notice to Microsoft, to:  
Associate General Counsel (CELA),  
Microsoft Corporation India Private Limited,  
Level 10, Tower C, Epitome,  
Building No. 5, DLF Cyber City,  
DLF Phase III, Gurgaon,  
Haryana 122002,  
Tel: +91 124 4158000  
Email: [kdhakad@microsoft.com](mailto:kdhakad@microsoft.com)
- (iii) in the case of Notice to DGT, to:  
Deputy Director General (Training),  
Directorate General of Training (DGT),  
Ministry of Skill Development & Entrepreneurship (MSDE),  
Kaushal Bhawan, B-2, Pusa Road, Karol Bagh,  
New Delhi- 110 005,

Tel: 011-25731103,  
Email: [dirgen-msde@gov.in](mailto:dirgen-msde@gov.in)

- 4.13 Counterparts: This MOU may be executed in counterparts, each of which shall be deemed to be the original and all counterparts shall collectively constitute a single instrument.
- 4.14 Entire MOU: This MOU along with the Recitals and the attached Schedules, shall contain the entire understanding of the Parties and shall be read in conjunction with each other and shall supersede all prior agreements and understandings, both written and oral, amongst the Parties with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, the Parties have caused their duly authorised representatives to sign this MOU on the date first above written.

<b>For Directorate General of Training (DGT)</b>	<b>For NASSCOM Foundation</b>	<b>For Microsoft Corporation (India) Private Limited (Microsoft)</b>
<b>Name:</b> <b>Designation:</b> Deputy Director General	<b>Name:</b> Ashok Pamidi <b>Designation:</b> Managing Director & Chief Executive Officer	<b>Name:</b> Keshav Dhakad <b>Designation:</b> Associate General Counsel
Date: Dec 4, 2020	Date: Dec 4, 2020	Date: Dec 4, 2020
Witness:  Sign: <u>SANDHYA SALWAN</u> <small>SANDHYA SALWAN (Dec 4, 2020 17:09 GMT+5.5)</small> Name: SANDHYA SALWAN Address:	Witness:  Sign: <u>ashok pg</u> <small>ashok pg (Dec 4, 2020 18:26 GMT+5.5)</small> Name: ashok pg Address:	Witness:  Sign: <u>Keshav Dhakad (CELA)</u> <small>Keshav Dhakad (CELA) (Dec 4, 2020 16:07 GMT+5.5)</small> Name: Keshav Dhakad (CELA) Address:

## SCHEDULE I

### Areas of Collaborations and Responsibilities

#### **Microsoft intends to facilitate the following:**

1. Facilitate access to free content available on Microsoft Learn platform.
2. Along with NASSCOM Foundation and in consultation with DGT, support development of appropriate content and curriculum aligned to the project outcomes.
3. Help set up the monitoring, reporting and governance framework for the CSR project along with NASSCOM Foundation.

#### **DGT intends to facilitate the following:**

1. DGT will provide all the support to implement the initiative through its concerned departments and institutions such as:
  - a. Cooperation from various government functionaries.
  - b. DGT will facilitate Microsoft in listing their content of MS Learn on its Bharatskills Platform for driving digital content consumption, awareness & outreach across all NSTIs and ITIs PAN India.
2. DGT will facilitate the uploading of the blended content developed by NASSCOM Foundation and Microsoft on to the BharatSkills Platform.
3. DGT will ensure the smooth functioning of the platform so as to make the blended digital content to all the trainees in NSTIs and ITIs PAN India.

#### **NASSCOM Foundation intends to facilitate the following:**

1. NASSCOM Foundation will be responsible for program management, monitoring and evaluation of the entire CSR project. Key activities envisaged under the project are:
    - i. Act as a bridge between the DGT and Microsoft in order to support the development of a comprehensive skills and employability initiative targeted at students studying under the Computer Operator and Programming Assistant (COPA) and Crafts Instructor Training Scheme –Computer Software Application (CSA) and other futuristic skills like AI, M/L, Data Analytics, Software Development, etc. in the IT-ITeS Sector in NSTIs and ITIs.
    - ii. Support DGT and Microsoft with expertise in the design and development of Blended learning curriculum for the COPA trade as per **DGT SoP No. – MSDE/DGT/SCCS/CD/09/2020/001 [Version 1.0 of Year 2020] on Development of blended Courses for offline, Online or Hybrid Mode of teaching and learning.**
    - iii. Empanel suitable NGOs, social enterprises and for-profit organizations working in the Skill Development space to support curriculum development and deliver the ToTs envisaged under the project within the given timeframe agreed by the parties.
    - iv. With support from DGT, conduct Faculty development programs to build capacities of the Trainers/Faculties in the NSTIs and ITIs on the newly developed Digitized Blended content and also futuristic skills.
-