

the context or meaning thereof, be deemed to include its successors and permitted assigns) and acting through its authorised signatory Shri Rajesh Aggarwal, Director General, Ministry of Skill Development & Entrepreneurship of the **FIRST PART**;

AND

Accenture Solutions Pvt. Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at Plant 3, Godrej & Boyce Complex, LBS Marg, Vikhroli (West), Mumbai-400079 (hereinafter referred to as "**Accenture**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) and acting through its authorised signatory, Mr. Ajay Vij appointed vide board resolution dated 6 December 2016 of the **SECOND PART**;

AND

Cisco Systems India Pvt Ltd, a company incorporated under the Companies Act, 1956 and having its registered office at SEZ Unit, Cessna Business Park, Kadubeesanahalli Village, Varthur Hobli, Sarjapur Marathalli Outer Ring Road, Bengaluru 560103, Karnataka, India (hereinafter referred to as "**CISCO**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) and acting through its authorised signatory, Mr. Harish Krishnan appointed vide board resolution dated 10 March 2016 of the **THIRD PART**;

AND

Quest Alliance, a charity registered in India, with its registered office at #108, 2nd Main, 6th Cross, Koramangala 1st Block, Bangalore - 560034 (hereinafter referred to as "**NGO Partner**" or "**Quest Alliance**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) and acting through its authorised signatory, Mr. Aakash Sethi appointed vide board resolution dated October 20th, 2008 of the **FOURTH PART**;

(For purposes of this MOU, DGT shall be referred to as the First Party and Accenture, CISCO and Quest Alliance shall collectively be referred to as the "Second Parties" and all the Parties shall be individually referred to as a "Party" and collectively as "Parties".)

WHEREAS DGT is part of the Ministry of Skill Development and Entrepreneurship and is the apex organisation for development and coordination at National level for the programmes relating to vocational training including women's vocational training and employment services. **WHEREAS** Accenture is a leading global management consulting, technology services and outsourcing company;

WHEREAS CISCO is amongst the renowned worldwide leaders in information technology and networking;

WHEREAS Quest Alliance is an NGO that designs scalable solutions to enable educators address critical gaps for quality education and skills training through technology.

For Accenture Solutions Pvt. Ltd.
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WHEREAS Accenture, Cisco and Quest Alliance wish to promote co-operation in the field of corporate social responsibility (CSR) activities;

WHEREAS Parties are keen to work in good faith and collaborate with each other to enhance the systemic reforms to equip the youth in India with 21st century skills, digital literacy/fluency and enabling them with life-long learnability in the Industrial Training Institute ("ITI") eco-system.

NOW THEREFORE this MOU witnesses as follows:

1. Scope of Collaboration

- a) The Second Parties will facilitate the collaborative project, by providing thought leadership, conceptual frameworks, policies and processes.
- b) The Second Parties with concerted efforts will work towards building an ecosystem to augment, enhance and create exponential impact in the ITI eco-system during the term of this MOU in partnership with the Central and State governments.
- c) The Second Parties will work together to skill youth in ITI's across the country during the term of this MOU.
- d) The Second Parties will conceptualize, design and deploy the curriculum and training content for identified ITIs as per the roles and responsibilities identified in the MOU

The curriculum and training content will comprise broadly of the below (detailed curriculum list provided in Annexure A):


- English Communication
 - Life Skills and Critical Thinking
 - Digital Literacy
 - Career Exploration
 - Work Skills and Job Readiness
- e) Quest Alliance as the NGO Partner to the Parties will anchor the deployment model in the identified ITIs and ensure maximum outreach.
 - f) DGT will make available the training content developed under this MOU to all ITI's across India and provide necessary support to enable greater access to the Employability Skills ("ES") curriculum and trainings opportunities.
 - g) The Parties will work in collaboration with each other to further with various government agencies to convene, facilitate and engage in dialogues towards enhancing the eco-system of ITI education system.

1.1. Accenture and Cisco's Responsibilities

1.1.2 Accenture and Cisco will collaborate with Quest Alliance (NGO Partner) on developing the content for deployment as the curricular framework for the identified trades in ITI's.

For Accenture Solutions Pvt. Ltd.
By 
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1.1.3 Accenture and Cisco agree to fund Quest Alliance as per their respective CSR pro bono/ grant/ fund agreement for their respective corporate social responsibility goals in accordance with the term and conditions as independently agreed between the respective parties.

1.1.4 Accenture and Cisco will provide the required guidance and support and enable access to key government bodies and functionaries to initiate key government partnerships in furtherance to the scope and purpose of this MOU.

1.2 Quest Alliance's responsibilities

1.2.1 Quest Alliance as a part of the deployment model will execute the below responsibilities:

- (a) Ensure smooth delivery and deployment of digital Employability Skills ("ES") curriculum including student access and hosting of said content online as may be permitted from time to time.
- (b) Ensure all training of ES trainers in recommended ITIs / training slots are conducted in a professional manner with full orientation of Quest ES curriculum
- (c) Anchor end-to-end delivery of the offering and oversee the deployment process flow.
- (d) Generate insights and reports to inform and guide the future course of action.
- (e) Author research reports and white paper to consolidate knowledge and learning from deployment.

1.3 DGT's responsibilities


1.3.1 DGT on its part shall execute the below responsibilities:

- a) Facilitate access to state level training of trainers to Quest Alliance on Employability Skills (ES) curriculum training.
- b) Provide opportunity for the Quest Alliance ES curriculum to be made available to all ITI students nation-wide via various online forums hosted by the DGT including issuing a formal circular to all State Government Department of Education and Training ("DETs") with the link to access online ES content as detailed in the Annexure A.
- c) Connect Quest Alliance to interested state DETs for Quest to provide demonstrations of the ES curriculum (full version) and approach and explore individual MoUs with state DETs to deploy ES curriculum across all Govt. ITIs in the said states.

3. Binding Obligations

With the exception of Clause 5, this MOU is not intended to create any legally binding obligations on any Party but, rather, is intended to facilitate and improve collaboration among the Parties.

For Accenture Solutions Pvt. Ltd.


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3. Authorized Signatories

Each party represents that the individuals signing this MOU have the authority to sign on its behalf in the capacity indicated.

4. Intellectual Property Rights

4.1 Parties agrees that it shall not, without the prior written consent of the respective Party, use the name, logo or any Trade Marks or Intellectual Property Rights of other Party in any manner including but not limited to in connection with its business or in any advertising or promotional materials or activities, in a website, in a press release or in any other communications, or services, materials or products provided to third parties or otherwise sponsor the same. Parties agree that they will not take any actions individually or jointly which will in any manner compromise the name, the logo or the Trade Mark of any other Party. The Parties agree that they may not state or imply, either directly or indirectly, that Accenture or Cisco or any other member of the group endorse, sponsor, recommend or prefer the other Parties.

4.2 Each Party will retain exclusive ownership rights in its Pre-Existing IP. "Pre-Existing IP" means: (i) all Intellectual Property that is owned, developed or acquired by or on behalf of a Party and/or its affiliate(s) prior to the effective date of this agreement or independent of this agreement, and (ii) all modifications, enhancements, improvements and derivative works of the foregoing made by any person or entity.

4.3 The Parties shall use without any hindrance or objection the content and training materials provided by each one of them for furtherance of the objectives of the deployment under this MoU with the understanding that these contents and training materials are intellectual property rights ("IPRs") owned by the Parties and the deployment of the said IPRs jointly or individually in furtherance of objectives enshrined under this MoU shall not imply any kind of transfer of IPR ownership. Should the Parties design any IPR independent of any pre-existing IPR of either Party, then the IPR rights of such newly developed content shall be mutually agreed and accepted in writing by the Parties.

The usage of the Pre-Existing IP i.e; such as content and training materials may be further subject to certain contractual understanding regarding use by the Parties and any third party. Therefore, all or any use of the content and training material provided by the Parties will be used in strict confidence hereto and strictly only for non-commercial, charitable, pro bono and not-for-profit purposes and shall not be used for or shared with any other third party or person or for any other purposes not envisaged herein.

5. Term and Termination

5.1 This MoU will come into effect on the Effective Date and shall remain valid for a period of one (1) year ("Term") unless the Term is extended pursuant to express written agreement between the Parties.

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5.2 Any Party may terminate this MOU by providing 60 days advance written notice to the other three Parties.

6. Limitation of Liability

6.1 In no event shall Parties have any liability to the other Party or to any third party arising directly or indirectly under this MOU including for any incidental, punitive, exemplary, consequential damages of any nature whatsoever, including without limitation lost profits, business, contracts, or revenues, loss of operation time, loss of goodwill or reputation of the other party's loss of data, interruption of business, or costs of procurement of substitute goods or services even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence) strict liability or otherwise out of this MOU.

7. Relationship

7.1 Nothing herein shall be taken to constitute a partnership between DGT, Accenture, CISCO and Quest Alliance or their respective affiliates and neither the Parties and their affiliates shall be deemed to be the agent of the other or have any authority to bind the other in any way whatsoever. Neither Parties shall be responsible for the debts incurred by the other or be bound by any contracts or representations made by the other or any obligations undertaken by the other. No Party will make any presentations and / or representations pertaining to the other or its business or affairs without the express written consent and approval of the other Party to a third party.

8. Cost

8.1 Each Party will bear its own expenses and costs that it incurs in connection with all activities relating to this MOU.

9. Confidentiality

9.1 The Parties shall treat as and keep confidential all information whether of a technical, commercial or any other nature relating to the other Party and shall not, during the period of this MOU, or at any time after its termination, divulge any such information to any person not authorized by the divulging Party to receive it and shall not utilize any secret or confidential knowledge or information acquired in connection with this MOU to the detriment or prejudice of the other Party or use the same for any purposes save for the purposes of this MOU.

10. Data Privacy

10.1 In connection with this MOU, Parties shall protect and process data including any personal data as per the applicable laws.

For Accenture Solutions Pvt. Ltd.

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11. Entire MOU

11.1 This MOU along with the **Annexures** constitutes the final, entire and complete understanding between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the Parties.

12. Amendment

12.1 This MOU may be amended or modified only with the mutual written consent of the Parties.

13. Governing Law

13.1 This MOU and any agreements entered pursuant to this MOU will be governed by and construed in accordance with the laws of India ("Law"). This MOU shall be subjected to the jurisdiction of Courts in Bangalore.

14. Severability

14.1 If any provision of this MOU is determined to be invalid, illegal or unenforceable by any governmental entity or Court, the remaining provisions of this MOU to the extent permitted by applicable law shall remain in full force and effect.

15. Dispute Resolution

15.1 In the event that any dispute or difference arises, in connection with the interpretation or implementation or validity or otherwise arising out of or relating to this MOU, between the Parties, the Parties shall attempt in to resolve such dispute through friendly consultations.

16. Contact Details

16.1 Any notice or other communication required or permitted to be given by or pursuant to this Memorandum of Understanding shall be sufficiently given if in writing and delivered personally or sent by prepaid registered post or facsimile to the under-mentioned address:

In case of **DGT**:

Attention: Shri Rajesh Aggarwal

Directorate General of Training

Ministry of Skill Development And Entrepreneurship, Government of India

Koushal Bhavan, B-2, Pusa Road Metro Pillar No. 95, New Delhi – 110005

For Accenture Solutions Pvt. Ltd.


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In case of **Accenture**:

Attention: Kshitija Krishnaswamy

Accenture Solutions Private Limited

4/1 IBC Knowledge Park, Bannerghatta Road, Bangalore 560 029

Or to such other address/ fax no. as Accenture may inform of from time to time direct in writing.

In case of **CISCO**:

Attention: Anurag Srivastava

Cisco Systems India Private Limited

SEZ Unit, Cessna Business Park, Kadubeesanahalli Village, Hobli, Sarjapur, Varthur Main Road, Marathahalli, Bengaluru, Karnataka 560103

In case of **Quest Alliance**:

Attention: Abhijeet Mehta

#108, 2nd Main, 6th Cross, Koramangala 1st Block, Bangalore - 560034

17. Ethics

Parties are committed to conducting its business free from unlawful, unethical or fraudulent activity. Parties are expected to act in a manner consistent with the ethical and professional standards including prompt reporting of unlawful, fraudulent or unethical conduct. Accenture's Supplier Standards of Conduct can be found at <https://www.accenture.com/us-en/company-ethics-code>. Cisco's Supplier ethics policy can be found at https://www.cisco.com/c/dam/en_us/about/ac50/ac142/sdbd/Documents/Supplier_Ethics_Policy.pdf

17.2 Accenture has established reporting mechanisms and prohibits retaliation or other adverse action for reporting violations of these standards. To report a serious concern, please call the Accenture Business Ethics Line globally at +1 312 737 8262, or in India at +1 888 276 6226 with access code: 000-117, available 24 hours a day, seven days a week (you can reverse the charges). You should use the Ethics Line only to make a good faith claim. Accenture takes all allegations seriously. Any ethics issue needing attention of Cisco can be reported by mail to ethics@cisco.com.

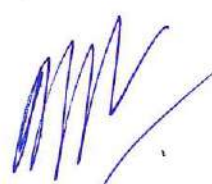
18. Export, Re-Export, Transfer & Use Controls

18.1 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.**"). All Parties shall comply with such laws and regulations governing export, re-

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export, transfer and use of Cisco Products and Technology and will obtain all required U.S. and local authorizations, permits, or licenses. All Parties 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/wwl/export/compliance_provision.html. Obligations under this Section shall survive the expiration or termination of the MOU.

EXECUTION


IN WITNESS WHEREOF the parties have duly executed this MOU on the last date of signature below.

Signed: 
Name: Shri Rajesh Aggarwal
13.6.2019

Title: Director General/^{Adel}~~Joint~~ Secretary, Ministry of Skill Development & Entrepreneurship

For and on behalf of: Directorate General of Training (DGT)

For Accenture Solutions Pvt. Ltd.

Signed: 
Authorised Signatory

Name: Ajay Vij

Title: Managing Director, Geographic Services - India

For and on behalf of: Accenture Solutions Pvt. Ltd.

Signed: 
Name: Harish Krishnan

Title: Managing Director, Public Affairs and Strategic Engagements, Cisco India and SAARC

For and on behalf of: Cisco Systems India Pvt Ltd

Signed: _____



Name: Aakash Sethi

Title: CEO

For and on behalf of: **Quest Alliance**

Enclosed: Annexure A



For Accenture Solutions Pvt. Ltd.


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Annexure A - Employability Skills (ES) Curriculum and Content

Topic	Lesson Number	Lesson Name	Format	Number of Hours
English Communication	1	Greeting a person	Digital Lesson	1
	2	Introducing Oneself	Digital Lesson	1
	3	Asking for time,date, etc	Digital Lesson	1
	4	Describing someone	Digital Lesson	1
	5	Asking Simple Questions	Digital Lesson	1
	6	Talking about favourite Things	Digital Lesson	1
	7	Talking about Likes & Dislikes	Digital Lesson	1
	8	Inviting someone	Digital Lesson	1
	9	Narrating a story	Digital Lesson	1
	10	Describing a known place	Digital Lesson	1
	11	Giving directions	Digital Lesson	1
	12	Opening a bank account	Digital Lesson	1
	13	Writing a Resume	Digital Lesson	1
	14	Writing simple applications	Digital Lesson	1
	15	Writing an Email	Digital Lesson	1
	16	Writing a Covering Letter	Digital Lesson	1
	17	Writing a Resignation Letter	Digital Lesson	1
	18	Communication - Basics	Content to be created	1
	19	Part of Communication	Content to be created	1
	20	Types of Communication - Body Language	Content to be created	1
Digital Literacy & Fluency	1	Introduction to the Digital Literacy Program	Digital Lesson	1
	2	The Digital world: A Universe of Possibilities	Digital Lesson	1
	3	The Internet: Connecting with Technology	Digital Lesson	1
	4	Information Search: Seeking and Finding on the Web	Digital Lesson	1
	5	Creating Opportunities: Learning to Build a Career Online	Digital Lesson	1
	6	Digital Citizenship: Personal Identity in the Online World	Digital Lesson	1
	7	Parts of a computer	Digital Lesson	1
	8	MS Word	Digital Lesson	1
	9	MS Excel	Digital Lesson	1
	10	Introduction to Internet	Digital Lesson	1
	11	Using Gmail	Digital Lesson	1
	12	Creating Strong Passwords	Digital Lesson	1
	13	Tech in Career - Exploring 6 careers	Digital lessons, Videos	12
Life Skills & Critical Thinking	1	Goals and Expectations	PDF	1
	2	Self-Esteem & Personal Image	PDF	1
	3	Decision Making	PDF	1
	4	Time Management	PDF	1
	5	Money Management	PDF	1
Career Exploration	1	Introduction to Career Development	PDF	1
	2	Understanding Interest and Abilities	PDF	1
	3	Exploring World of Work	PDF	1
	4	Market Scan for Suitable Jobs	PDF	1
	5	Making Career Cards	PDF	1
	6	Planning My Career	PDF	1
Work Skills and Job Readiness	1	Resume Building	PDF	1
	2	Job Search Hackathon - Online Job Search	PDF	1
	3	Workplace Expectations	Digital Lesson	1
	4	Preparing your Image	Digital Lesson	1
	5	Preparing for an Interview	Digital Lesson	1
	6	Interview Skills	Digital Lesson	1
	7	Workplace Rules	Digital Lesson	1
	8	Teamwork	Digital Lesson	1
	9	Responding to Harassment at Workplace	Digital Lesson+E-Post	1
	10	Worker Rights	Digital Lesson	1
	11	ESI Act	Digital Lesson + PDF	1
	12	Factories Act	Digital Lesson + PDF	1
	13	Payment Of Wages Act	Digital Lesson + PDF	1
	14	Apprenticeship Act	Digital Lesson + PDF	1
	15	Entrepreneurship	Digital Lesson	1
	16	Self-Employment	Digital Lesson	1
	17	Day in Life videos for 9 trades	Videos	2
Assessments	1	BL and EL Test - English and Workskills	Digital Test	1


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