

MEMORANDUM OF UNDERSTANDING

This non-binding Memorandum of Understanding ("**MOU**") is entered into on **August 1, 2024** ("**Effective Date**");

BETWEEN The Directorate General of Training (DGT) under the Ministry of Skill Development & Entrepreneurship (MSDE) having its registered office at 7th Floor, Kaushal Bhawan. New Moti Bagh, New Delhi- 110023 ("**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 Level 10, Tower C, EPITOME, Building Number 5, DLF Cyber City, Phase 3, Gurugram – 122002, Haryana ("**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 12 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, (hereinafter referred to as "**DGT**")
- (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** recognize 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 MoU aims to enable Microsoft and DGT to collaboratively implement projects that will provide training to learners in Industrial Training Institutes (ITIs) and National Skill Training Institutes (NSTIs). This initiative seeks to curate training programs to equip young students with essential skills in emerging technologies such as the Artificial Intelligence Assistant Program/Micro Degree Programme, Cyber Security, Green Skills,

and other mutually aligned technologies, making youth self-reliant with industry-relevant skills aligned to specific job roles, thereby enhancing their employability and connecting them to relevant job opportunities.

In connection with the Project, DGT and Microsoft will further discuss and explore the following:

Role of Microsoft

- Share the program outlines of the initiatives with DGT and align the NGO (Non-Governmental Organization) partner responsible for the end-to-end implementation of the project on the ground.
- Provide a CSR grant to the identified NGO(s) pursuant to the non-financial MoU with DGT for the execution of the initiatives.
- Facilitate access to free content available on the Microsoft online platform to benefit the beneficiaries impacted under the initiatives.
- Provide content on emerging technologies such as the 'Artificial Intelligence Programming Assistant' course of the DGT, Cyber Security, Cloud Computing, Green Skills, and other relevant fields, in alignment with the NGO partner responsible for training the beneficiaries.
- Create provisions for providing subject-matter experts through the NGO(s) partner to train the beneficiaries as per the scope of the initiatives.
- Create opportunities for employees' volunteer/expert session support to give industry-relevant exposure to the beneficiaries.
- Create opportunities to amplify the impact of the initiative by organizing events with the support of the responsible NGO partner.
- Facilitate the placement of successful learners through NGO partners for the projects, by partnering with recruiting partners and placement agencies.
- Help establish the monitoring, reporting, and governance framework for the project in collaboration with the nonprofit.

Role of DGT

- Provide necessary approval and mobilization of the students to drive participation from government institutions, bodies, teachers, faculties, students, and departments for incorporating the initiatives within the regular schedule of the Industrial Training Institutions (ITIs) and National Skill Training Institutions (NSTIs).
- Support the initiatives with required circulars and directives to the government institutions - central and regional bodies, and departments to ensure adherence to the timelines mutually agreed upon with Microsoft and its NGO partner.
- DGT will help various skilling initiatives of Microsoft like (a) AI Programming Assistant under the Craftsmen Training Scheme (1600 hours: 1200 Hours + 240 Hours of Advanced AI + 150 Hours Virtual project based-OJT) training program, and (b) Skill Saksham Initiative (<https://www.skillsaksham.org>).
- DGT will provide the necessary approvals and vetting of the AI Programming Assistant initiative
- DGT to ensure the support and cooperation from various government functionaries as required for the efficient and effective implementation of the Skill Saksham and AI Programming Assistant initiatives
- Support the approval process for the initiatives' curriculum and models to impact beneficiaries from vocational institutions.
- Support with and provide formal approvals for training programs to be integrated into the formal credit framework in vocational education
- Create visibility of the initiatives among government institutions, bodies, departments, and target beneficiaries to mobilize participation in the programs.
- Ensure the provision of necessary infrastructural support for the delivery of training in the mutually agreed institutions under the collaborative initiatives.
- Drive institutions to nominate dedicated SPOCs to support the on-ground execution of the initiatives by providing required infrastructural support, allocation of students, alignment on the training delivery as per the initiatives' content and training outlines, support to the trainers dedicated

by Microsoft's NGO partners for the training commencement and driving placement for the trained beneficiaries as per the scope of the initiative.

- Ensure the participation of government institutions, bodies, and departments and provide required logistical support for the events scheduled under the collaborative initiatives to amplify the impact within the ecosystem.
- Support the conduct of baseline, end-line, and other required assessments of all students trained under this program to demonstrate the efficacy of the program.
- Organize statewide job fairs and seminars to promote youth employment.
- Enable co-certification opportunities for program beneficiaries to receive co-branded certificates from Microsoft and DGT

The description of the Project and the Parties' anticipated activities outlined in this Section 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 (iv) the Parties' failure to execute a Term Sheet during the Review Period or failure to execute a Definitive Agreement during the Negotiation Period, or as otherwise agreed by the Parties in 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 (except with respect to violation of the other Party's Confidential Information or Intellectual Property rights), consequential, indirect or special damages arising out of or related to this MOU.
- (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, authorize, 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 laws.

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.

[The remainder of the page is intentionally left blank. Signatures on the following page]

This MOU is signed by the Parties as of the Effective Date.

By signing this MOU, I also confirm that I am authorized to sign on behalf of the Directorate General of Training (DGT), MSDE .



By: C S Murthy (Jul 30, 2024 16:25 GMT+5.5)
(Signature)

Name: C S Murthy
(printed)

Title: DIRECTOR, IT/TT
(printed)

Date: Jul 30, 2024
(printed)

Microsoft Corporation India Private Limited

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



By: Sandeep Aurora (CELA) (Jul 26, 2024 23:10 GMT+5.5)
(Signature)

Name: Sandeep Aurora (CELA)
(printed)

Title: GA & Policy Lead
(printed)

Date: Jul 26, 2024
(printed)