



TRIPARTITE MEMORANDUM OF UNDERSTANDING ('MOU')

AMONG

ODISHA SKILL DEVELOPMENT AUTHORITY (OSDA)

AND

STATE COUNCIL OF TECHNICAL EDUCATION & VOCATIONAL TRAINING, ODISHA
("SCTEVT- ODISHA")

AND

CISCO SYSTEMS INDIA PRIVATE LIMITED ("CISCO")

FOR

SKILL DEVELOPMENT, IT EDUCATION AND WORKFORCE DEVELOPMENT PROGRAMS

Signature
19/12/19

Principal,
Gopabandhu Industrial Training
Institute, Ambaguda, Koraput

THIS Memorandum of Understanding ("MOU") is entered into on this 2nd day of Mar, 2019 ("Execution Date") by and among:

Odisha Skill Development Authority, Government of Odisha having its office at Niyojan Bhawan, Janpath, Bhubaneswar-753001 which is represented by **Chief Executive Officer, Odisha Skill Development Authority** [hereinafter referred to as "OSDA" which expression shall mean unless the context otherwise provides its successors, administrators, permitted assigns] of the **ONE PART.**

AND

State Council of Technical Education and Vocational Training (SCTEVT), Government of Odisha having its office at Government ITI Bhubaneswar complex, Near Raj Bhawan, Bhubaneswar-753001 which is represented by **Vice Chairman, State Council of Technical Education and Vocational Training** [hereinafter referred to as "SCTEVT" which expression shall mean unless the context otherwise provides its successors, administrators, permitted assigns] of the **SECOND PART.**

AND

Cisco Systems India Private Limited ("Cisco") , _____ (hereinafter referred to as "CISCO" which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns) of the **THIRD PARTY.**

This Memorandum of Understanding ("MOU") is effective as of the last date of signatures below ("Effective Date") between Odisha Skill Development Authority, State Council of Technical Education & Vocational Training, Odisha ("SCTEVT- Odisha") and Cisco Systems India Private Limited ("Cisco"); hereinafter, each a "Party" or together, "the Parties".

The Parties have been discussing a proposed collaboration in the area of "Skill Development, IT Education and Workforce Development Programs" ("Collaboration Areas").

Now the Parties agree as follows:

A. NON-BINDING BUSINESS TERMS.

The Parties understand that MOU is intended only to summarize the current business understanding of the parties with respect to the principal terms of the proposed collaboration.

The Parties understand that this MOU is intended only to summarize the current business understanding of the Parties with respect to the Collaboration Areas and to facilitate their further discussions regarding certain objectives of the proposed partnership, as more fully described in Exhibit A, which are non-binding on the Parties. The terms and objectives set forth in Exhibit A shall be used for discussion purposes only and shall not be deemed to create any rights or obligations for or on behalf of any Party.

The Parties hereby acknowledge and agree that either Party may unilaterally terminate all negotiations at any time without any obligation or liability by giving the other party written notice. The Parties agree to proceed at their own risk and expense regarding the subject matter of this MOU until the execution of the definitive agreements if any or termination of negotiations.

whichever is earlier. This MOU is non-exclusive and neither Party shall be precluded from entering into similar transactions with any third parties.

Each Party acknowledges that the other Party has not given it, nor has it relied on, any representations or assurance of future revenues, sales opportunities or profits arising from or in connection with the subject matter of this MOU. The Parties acknowledge that neither Party is justified in acting in reliance upon any promises nor representations of present intention purported to be contained in this MOU. Nothing in this MOU will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

B. BINDING TERMS

The Parties hereby acknowledge and agree that the following subsections under this Section B (Binding Terms) shall be binding and create legal rights and obligations on the Parties.

1. Confidentiality

In this MOU "Confidential Information" means any information or data, irrespective of the form and nature thereof, that is material to the Party disclosing such information ("Discloser") to the other Party ("Recipient"), including, but not limited to technical knowhow, specifications, designs, models, software, techniques, drawings, processes, as well as industrial and intellectual property rights, business information, trade secrets, customer lists, financial information, process, costs, sales and marketing plans, information posted on their respective websites or any other information with the Recipient knows or reasonably ought to know is confidential, proprietary or trade secret information of the Discloser.

The Recipient shall at all times, both during the term of this MOU and for a period of at least three (3) years after its expiration or termination, keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than for the purpose of fulfilling its obligations under this MOU, nor shall the Recipient disclose any such Confidential Information to any third party without the Disclosing Party's prior written consent. Upon termination of this MOU or written request from the Discloser, the Recipient shall, within fifteen (15) days from such termination or request, return all Confidential Information and any and all copies thereof to the Discloser, or at the Discloser's option, destroy the Confidential Information and any and all copies thereof, and certify such destruction

The obligations of confidentiality set forth herein shall not apply to information which;

- a. Was rightfully in possession of or known to the Recipient without any obligation of confidentiality prior to receiving it from the Discloser;
- b. Is, or subsequently becomes, legally and publicly available without breach of this MOU;
- c. Is rightfully obtained by the Recipient from a source other than the Discloser, without any obligation of confidentiality; or
- d. Is developed by or for the Recipient without use of the Confidential Information.

The Recipient may only disclose Confidential Information pursuant to a valid order issued by a court or governmental agency, provided that the Recipient provides the Discloser:

- a. Prior written notice of such obligation; and
- b. The opportunity to oppose such disclosure or obtain a protective order.

The Confidential Information shall remain the property of the Discloser and no license to any existing or future intellectual property rights or Confidential Information is granted or implied

under this MOU.

All Confidential Information is provided "AS IS". The Discloser shall not be liable for any inaccuracy or completeness of the Confidential Information, nor are there any express or implied representations or warranties by either party to the other, including with respect to the infringement of any intellectual property rights or any right of privacy, or any rights of third persons.

2. Scope

The scope of this MOU does not cover any development work, testing, licensing, distribution, support, sales, or maintenance. Should the Parties decide to pursue such matter that is outside the scope of this MOU, the Parties shall enter into a development, license, distribution, or other appropriate written agreement(s) accordingly. Projects initiated by Cisco directly through its affiliates or their channel partners in compliance with this MOU is for the purposes of promoting the objectives set out herein and not for resale, remarketing or distribution, rent, lease or for other use that would be inconsistent with the stated purpose of this MOU.

3. Publicity

The Parties hereby agree that no press release or other public announcements regarding this MOU or any agreements contemplated thereby shall be made without prior review and written agreement signed by a duly authorized representative of the other Party.

4. Term and Termination

The Parties agree that this MOU shall be effective as of the Effective Date and shall continue in effect until the earliest occurrence of one of the following:

- (a) the execution of a definitive MOU or definitive agreement relating to the scope of this MOU;
- (b) written notice by one Party to the other of termination of this MOU; or
- (c) twelve (12) months from the Effective Date of this MOU.

Section B (including all subsections) shall survive any termination of this MOU. Upon expiry of the Term, it is the intention of the Parties to further progress the solutions initiated under this MOU towards overall achievement of the objectives and outcomes contemplated herein. OSDA and SCTEVT, Odisha shall, to this extent, endeavor to continue maintaining and promoting such solutions and projects to further the objectives set forth in the MOU.

5. Limitation of Liability/Governing Law

Except for liability relating to either Party's breach of the other Party's confidential information or intellectual property rights, in no event shall either Party be liable to the other Party for any direct, indirect, incidental, special, punitive or consequential damages or loss of profits, lost revenue or loss of data.

Notwithstanding the foregoing, nothing in this MOU shall limit the Parties liability for bodily injury or death caused by its negligence or its liability in the tort of deceit.

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

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."). OSDA and SCTEVT, Odisha shall comply with such laws and regulations governing export, re-export, transfer and use of Cisco Products and Technology and will obtain all required U.S. and local authorizations, permits, or licenses. Cisco, OSDA and SCTEVT, Odisha each 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/ww/export/compliance_provision.html. The Customer's obligations under this Section shall survive the expiration or termination of the MOU.

7. Intellectual property rights

Each Party will retain the exclusive rights, title and ownership of all its pre-existing Intellectual Property, Confidential Information and materials (including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology) owned or developed by such Party.

8. No Partnership

Execution of this MOU and participation in the activities described herein is not intended to, and shall not be construed to, create or constitute a franchise, joint venture, partnership, or other joint business relationship among Cisco and OSDA/SCTEVT, Odisha. OSDA and SCTEVT, Odisha acknowledges that Cisco has not given it, nor has it relied on, any representations or assurances of future revenue, sales opportunities or profits arising from participation in the activities described in this MOU.

9. Governing laws and jurisdiction

The Parties shall make efforts in good faith to amicably resolve all disputes as may arise out of or in connection with this MOU. This MOU shall be subject to and governed by the laws of India and the courts in Bhubaneswar shall have exclusive jurisdiction over any claim arising under this MOU. Notwithstanding the foregoing, any Party may seek interim injunctive relief from court of appropriate jurisdiction with respect to any alleged breach of such Party's intellectual property or proprietary rights.

10. Compliance with laws:

The Parties hereby represent and warrant that they shall not take any action or permit or authorize any action which will render Cisco liable for a violation of the U.S. Foreign Corrupt Practices Act, or other applicable laws, which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality thereof in order to assist it or Cisco in obtaining or retaining business and the Parties will not violate or cause Cisco to violate such Act. Cisco strives to maintain the highest standards of business integrity and, accordingly, if a Party has any cause for concern regarding any business practices these should be reported to Cisco at ethics@cisco.com.

11. Costs

Unless otherwise agreed upon in writing, each Party shall bear its own costs and expenses arising in connection with this MOU and the possible negotiations, completion and implementation of definitive Agreements if any, including but not limited to costs of experts, consultants, lawyers and travel expenses.


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12. **Assignment**

Parties shall not assign, sell, transfer, or in any way encumber its interest under this MOU without obtaining the prior written consent of the other Party hereto.

13. **Amendment**

- This MOU may be amended at any time by the mutual written assent of the Parties.

14. **Severability.**

Should any portion of this MOU be determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

IN WITNESS WHEREOF, the parties hereto have executed this MOU by persons duly authorized as of the date and year first above written.

ACCEPTED AND AGREED:

For

Odisha Skill Development
Authority



Rajesh Patil, IAS
CEO

Cisco Systems
India Private Ltd.



Vikram Mallavarapu
VP, CISCO

State Council of Technical
Education & Vocational Training



Balwant Singh, IAS
Vice Chairman,



Principal,
Gopabandhu Industrial Training
Institute, Ambaguda, Koraput

EXHIBIT A

NON-BINDING BUSINESS TERMS

THIS PROPOSED BUSINESS TERM SHEET DOES NOT CONSTITUTE NOR CREATE, AND SHALL NOT BE DEEMED TO CONSTITUTE NOR CREATE, ANY LEGALLY BINDING OR ENFORCEABLE OBLIGATION ON THE PART OF EITHER PARTY. EACH PARTY AGREES THAT IT SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND IN THE EVENT THAT THE OTHER PARTY DETERMINES, IN ITS SOLE DISCRETION, NOT TO PURSUE THE TRANSACTION PROPOSED IN THIS NON-BINDING BUSINESS TERM SHEET. THIS EXHIBIT A SHALL BE EFFECTIVE AS OF THE EFFECTIVE DATE AND SHALL EXPIRE OR TERMINATE IN ACCORDANCE WITH THE MOU.

1. Introduction:

Cisco's Networking Academy Program is a worldwide programs launched by Cisco that trains students and young people on networking skills. Cisco has trained more than 1 lakh (1,00,000) Indians through its Networking Academies in India. Through the Academy Program, various schools, colleges, universities and other educational institutions are provided with the option of integrating their regular curricula with computer networking, security or collaboration and thereby developing the skillsets.

To this end, OSDA, SCTEVT-Odisha and Cisco have decided to work together for the purpose of expanding ICT skills into the educational system in the region.

2. Scope and Intent:

OSDA, SCTEVT, Odisha and CISCO intend to enroll upto 48 Govt ITIs and 159 Polytechnics (Govt and Private) as Cisco Networking Academy.

3. Proposed Obligations of OSDA and SCTEVT, Odisha

- Issue notifications to 48 Govt ITIs and 159 (35 + 119) Govt and Private Polytechnics that meets the program requirements to launch Cisco networking academy program.
- Approved institutions must sign the Fast Track Academy Program and/or Networking Academy Program agreement to enable their program participation and will be set up independently as Cisco Networking Academies as well as be identified under a Govt department as a hub for reporting and effective program management.
- Provide for high speed broadband connectivity, computer labs for relevant courses (based on minimum requirements shared by Cisco), and classroom IT set-up for all participating institutions.
- Identify upto 2 (Two) instructors from each ITI and Polytechnic with required qualification like Engineers/MCA in Computer Science/IT/Electronics, etc. or experienced diploma holders to receive ToT.
- Organise residential training for instructors from all approved institutions. ToT training duration will differ on basis of courses being offered. Training logistics will include space, general utility (electricity, water, and internet connectivity), trainers and trainee's food and accommodation, lab set up, individual laptops, etc.
- The institution must have the minimum lab requirements for ITE, CCENT, CCNA, C, C++, Intoduction to Cyber Security, Cyber Security Essentails, IoT (Internet of things) classes in all the centers.


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- OSDA and SCTEVT will share the list of institutes (Government Polytechnic and Government ITIs) within 15 days of signing of this MoU where Lab for CCNA is required to be established. Any addition of institute at later stage will be jointly decided by all parties.

4. Proposed Obligations of Cisco:

Cisco will either directly or through its authorized training partners as may be applicable

- Establish up to 48 Govt ITIs and 159 Polytechnics (Govt and Private) that are recommended by SCTEVT, Odisha to become Cisco Networking Academies via membership agreement process and provide the courses mentioned below. This shall be subject to the institutions meeting Cisco Netowrking Academy's program requirements.
- Provide Master Trainers for all ToTs and orientation sessions.
- Support ITE (IT Essentials), CCENT (Cisco Certified Entry Network Technician) courses in the ITIs and Polytechnics initially and expand to CCNA (Cisco Certified Network Associate) as applicable.
- Provide the identified and agreed institutions with key learning materials and course content to support key courses like ITE, CCENT, CCNA, etc.
- Provide a learning management system (LMS) to deliver the courses.
- Cisco Networking Academy Certification will be provided free of cost to enrolled students
- Deploy dedicated project officers in Odisha to provide onsite support, technical support and WebEx support for all approved institutions.
- Quarterly in-person visit to each institution to review the program offerings.
- Manage and monitor Instructor training programs by monitoring the ITIs and Polytechnics to start classes on projected dates.
- Access to workforce development programs such as:
 - Women Rock IT (WRIT): designed to both inspire young women to consider careers in IT as well as support and motivate those who are already on that journey.
 - Find Yourself In The Future (FYIF): A career oriented support program for the students from technology background.

6. Proposed Joint Obligations, if any:

The Parties agree for a quarterly meeting of representatives. Such meetings will be organised and hosted by Cisco (either face to face or any assisted technology like Tele presence or Webex) for the purpose of assessing how the co-operation is progressing and to identify areas where it could be strengthened.

Participating Institution roles & responsibilities:

- OSDA will bear the cost for the initial year for establishing lab for CCNA at approx. Rs 4 Lakhs for 21 Labs and ToT in respect of Government Institutes. Initial Onboarding and subsequently annual retention fees will be borne by respective institutes.
- Commitment to utilizing the Cisco Academy "Netspace" learning management system for student enrolment, course delivery, class assignments & assessments.
- Keep record of each student since enrolment till employment & report bi-annually to OSDA, Cisco & SCTEVT, Odisha.
- Joint certification of Cisco and SCTEVT Odisha to students who completes the courses successfully.
- Maintain a healthy student count & ensure quality delivery of the courses.

*If the institution does not deliver the courses as prescribed / specified by Cisco Networking Academy, then OSDA, SCTEVT and Cisco will have the right to identify an alternate institution.

7. Special Terms and Conditions:

Any implementation of the objectives / obligations shall be subject to separate definitive agreement(s) and such definitive agreement(s) shall be subject to internal approval by OSDA, Cisco and SCTEVT, Odisha.

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