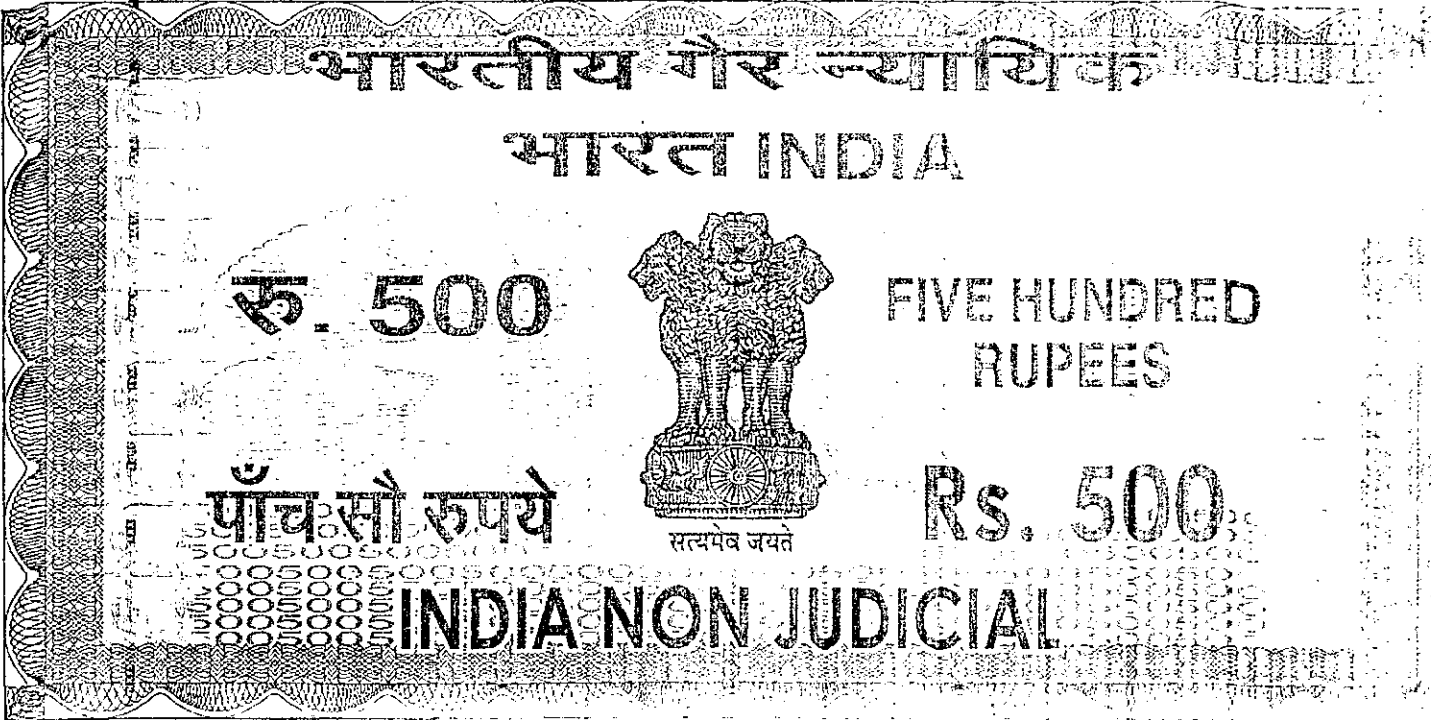


SAP 12



महाराष्ट्र MAHARASHTRA

R 908877

ज्या कारणाने मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी  
मुद्रांक खरेदी केल्यापासुन ६ महिन्यात वापरणे बंधनकारक आहे.  
Memorandum of Understanding (MoU)

Between

Techno India NJR Institute of technology, Udaipur  
(सदर मुद्रांक लिहू लायसेन्ससाठी नाही.) &

दस्तावा प्रकीर्ण/अनुच्छेद क्रमांक :-..... Global Talent Track Pvt Ltd, Pune

दस्त नोंदणी करणार आहेत का? :-..... For training students in soft skills

नोंदणी होणाऱ्या असल्यास हुदना निदेशक समजावाचे नांव :-.....

लिहिल्याचे वर्णन is Memorandum of Understanding is made at Pune on 22<sup>nd</sup> day of March 2014.

मुद्रांक दिवत होणारे :-..... BETWEEN

सुभन्दा पक्षक Techno India NJR Institute of technology, located at Udaipur, Rajasthan (India) hereinafter

दस्त असल्यास referred to as "NJRI" (Which term shall so far as the context admits be deemed to mean and

मुद्रांक शुल्यास include its successors and assigns) of the First Part,

मुद्रांक विक्रीसाठी पही अनु.क्रमांक :-..... SANGIETAA LOKANDEND

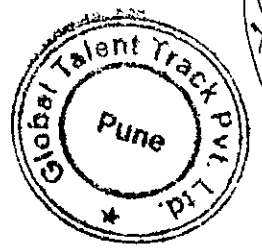
परवानाधारक मुद्रांक विक्रीसाठी पही/पना/ परवाना क्र २२०१५२४  
Global Talent Track Private Limited, a Company incorporated and registered under the Companies Act, 1956, having its Registered office at 10 Talera Park, Kalyani Nagar, Pune and their Corporate Office and address for all communication at 6<sup>th</sup> Floor, Delta II Building, Giga Space, Viman Nagar, Pune, Maharashtra, hereinafter referred to as "GTT" (which term shall so far as the context admits be deemed to mean and include its successors, administrators, executors and assignees) of the Second Part.



23 APR 2014

महाराष्ट्र राज्य सरकार

29 APR 2014



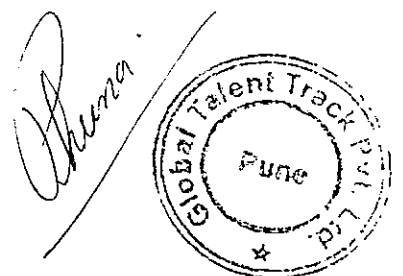
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## 1. Introduction

NJRIT has decided to partner with GTT for the conduct of soft skills programme as per Annexure I) for their students at NJRIT. This is a government funded program where majority of the cost is borne by the government.

## 2. NJRIT Responsibilities:

- 2.1. Shall nominate one person with adequate accountability and responsibility to coordinate this project. He / She would act as the single point of contact for the proposed training programme.
- 2.2. Shall ensure that a minimum of 300 students to appear for pre-training screening
- 2.3. Shall ensure that students registering for the programme shall have a mandatory attendance of min 90% during the training programme.
- 2.4. Shall make available the infrastructure (including IT infrastructure, applications and connectivity) required to conduct these programs. The details of such infrastructure to be provided is detailed at Annexure I to this MOU
- 2.5. Shall provide all the support services and facilities to GTT during the conduct of the said program. Adequate power backup through UPS and DG supplies during the training sessions
- 2.6. Shall coordinate with GTT and facilitate conduct of the final assessment including the assessment to be conducted by the external agency identified by GTT, as per schedule communicated by GTT.
- 2.7. Shall ensure that all students who are to be enrolled to have all relevant documents related to course/ enrolment as outlined by GTT in Annexure II and hard copies to be shared with GTT.
- 2.8. Shall schedule necessary batches and intimate GTT atleast 2 weeks in advance to plan and position necessary Faculties.



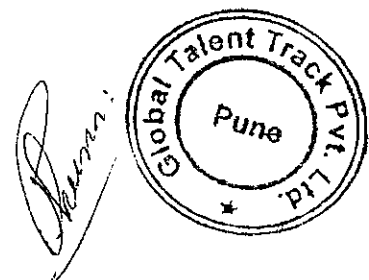
2.9. Provide lodging and boarding as per the standards of GTT for faculty conducting the training programme for the total duration of the training programme plus two days (one day prior and one day after closure). NJRIT shall also make arrangements for local conveyance or reimburse the local conveyance for the Faculty if the faculty is required to travel. The Lodging so planned to be provided should be with independent room (with attached toilet), regular water supply (hot & cold), clean, with access to boarding facilities, should have well lit approach and surroundings, have adequate safety & protection and peaceful environment. In case NJRIT fails to identify satisfactory lodging facility, then an amount of Rs 1500 per day would be paid by NJRIT in advance to GTT / Faculty. A representative of GTT shall inspect the lodging facility one day in advance and approve. In the event of the lodging facility provided to GTT is found to have problems mid-way through the programme, NJRIT to organise alternate arrangement or reimburse @Rs.1500 per day pro rata for the number of days and such payment for the balance training period plus one additional day shall be made in advance to GTT.

In case for any reason the training programme duration is extended on account of force of nature, NJRIT shall bear the expenses of additional days of lodging and boarding for the faculty.

1.1. Boarding would include morning tea/choice of breakfast/lunch/dinner/evening tea/coffee.

3. Global Talent Track (GTT) Responsibilities:

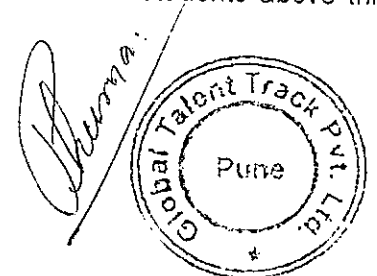
- 3.1. Will provide necessary training as per programme requirements and curriculum for delivery as per Annexure I to this MOU
- 3.2. Will provide suitable Faculties for the training exclusive for classroom training
- 3.3. Will conduct assessment of its own and also arrange external assessment as required.



#### 4. Other Terms & Conditions:

The following are other terms and conditions of engagement:

- 4.1. Batch Size: The batch size would need to be a min/ max of 25-30.
- 4.2. The overall number of students registering for the programme is to be min of 250.
- 4.3. Pre-assessment & Selection: GTT would carry out pre-assessment of the students who have applied for the course and shortlist the select candidates to undergo training. The final decision on selection of candidates eligible to undergo training is with GTT.
- 4.4. Programme schedule:
  - 4.4.1. Training scheduled Commencement Date: 26<sup>th</sup> March 2014
  - 4.4.2. Training schedule: Training programme will be conducted over 45 days.
  - 4.4.3. Scheduled Completion Date: and will be completed by not later than : 15<sup>th</sup> May 2014
  - 4.4.4. Assessment schedule: The assessment of the students may be conducted within a period of upto three months from the date of completion of training GTT shall provide the schedule for assessment prior to the end of the training programme.
- 4.5. Payment & Commercials:
  - 4.5.1. Student Fees: A payment of Rs. 560 (inclusive of all applicable taxes) per student enrolling in the programme has to be paid by NJRIT to GTT at least one week in advance of the commencement of the programme.
  - 4.5.2. Refund of fees: There will be no refund of fees, in the event of dropout from the course, lack of performance, non-qualifying in the course, or any other reason
  - 4.5.3. NJRIT agrees that in the event of dropout of enrolled students exceeds 5% then it shall make good the losses incurred by GTT an amount equivalent to Rs 10,000 per student dropped out from the batch for the number of students above this number.



4.5.4. In the event of students not maintaining 90% attendance and maintain discipline, such students would not be permitted to go through assessment at the end of the programme. In such an event, NJRIT shall compensate the losses incurred by GTT to the tune of Rs.10, 000 per candidate who falls into this category.

4.5.5. In the event of number of students selected and /or selected and not enrolled into the programme is less than 100, NJRIT shall compensate the losses to GTT for the gap in such number to the tune of Rs.10,000 per candidate.

4.5.6. NJRIT to ensure complete documentation and handing over documents as per the timelines indicated as per Annexure II.

4.5.7. All the compensation amounts due to GTT as specified in clauses 4.5.3, 4.5.4, 4.5.5, and 4.9.3 shall be paid to GTT within one week of handing over the invoice.

4.6. Certification:

Students who are successful in the assessment conducted by GTT and the external agency shall be awarded certificates.

4.7. Term of engagement:

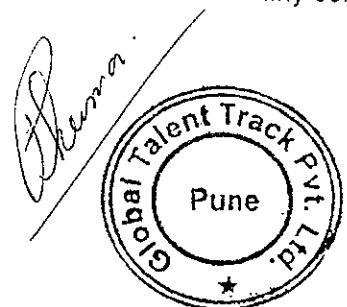
This MoU is valid from the date of sign off by both parties for a period of one year, however both parties agree that based on mutual agreement, the terms may be extended. Both parties also agree that terms may be renegotiated.

4.8. Limitations and Warranties :

Both parties agree that it would be their endeavour to prevent any liability arising out of default or non-compliance of the MoU terms by the other party.

4.9. Termination:

4.9.1. GTT can terminate the MoU on default of terms of non-adherence to any condition or responsibilities as outlined in this MOU



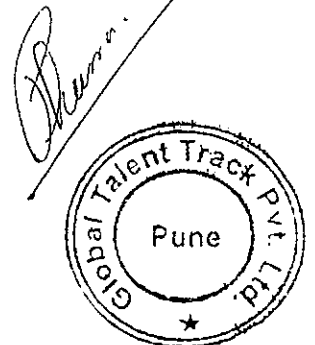
4.9.2. Both parties also agree that it would be their professional endeavour that despite any termination of the MOU, progress would continue, without any prejudice to the ongoing training programmes, which would be without any hindrance and would be progressed for completion.

4.9.3. NJRIT agrees that it shall not terminate the engagement/ MOU once it is executed on sign off. In the event NJRIT still opts for termination of this MOU, then NJRIT agrees to compensate to GTT an amount of Rs 10,000 per student so forth enrolled at that time.

**General Terms:**

- 5.1. Both the parties may receive information proprietary to other party (the Confidential Information) in the course of performance of their obligations under this MOU. Confidential Information is not meant to include any information which (a) is publicly available (b) is rightfully received by the parties from third parties without accompanying secrecy obligations; (c) is already in either party's possession and was lawfully received from sources other than the parties or (d) is independently developed by the parties. The two bodies understand and acknowledge that the Confidential Information is valuable and confidential and agrees that it will at all times be kept in trust to be disclosed only to such persons as have a "need to know" the same for the effective implementation of this MOU and that it will only be used by the parties for the benefit of others.
- 5.2. Both the parties understand and agrees that all written or other tangible data and documentation developed or procured by the other party in performing its obligations under this MOU, whether in printed or electronic form, belongs to other party and the other party will have all rights, titles and interests therein.
- 5.3. Both parties shall not use the name and brand of other party in any advertisement or make any public announcement without the prior written approval of the other.
- 5.4. Each party shall be at liberty to terminate this MOU with a written notice period of three (3) month to the other party without any compensation and seeking legal redress.
6. Jurisdiction :

In the event of any litigation, the court of jurisdiction shall be Pune.



7. Indemnification

NJRIT agrees that it shall indemnify GTT and hold GTT harmless from and against any claim, loss, liability, or expense, including, but not limited to, damages, patent, and trademark infringement, costs and attorneys' fees, arising out of or in connection with any acts or omissions of their agents or employees, as related to the terms of this MoU.

8. Limitation of Liability:

Both parties agree that the liability would be limited to the amount of actual transactions between the two parties

9. Notices:

Any notices under this MOU will be sent by certified or registered mail, return receipt requested, to the respective address of Parties as contained in this MOU. Such notice will be effective upon its mailing as specified.

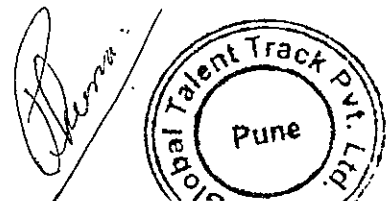
Cancellation

10. Intellectual Property Rights

10.1. GTT explicitly warrants that it owns all the intellectual properties related to content in all formats, the technology framework and all other related objects and the NJRIT has no rights to use the content and mode of delivery for any other purpose.

10.2. Each party hereby undertakes to inform the other party of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of India. Further, each of the party herein, agrees to co-operate with the other to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.

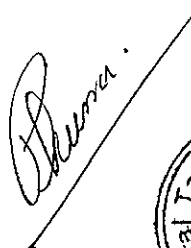
10.3. Upon expiration of this Contract, or two years period of time from the date of completion of the courses, whichever is later, each party hereby agrees that it shall



not make any claim on the Trade Name or the copyrights of the other, which belongs exclusively to the other party, nor shall either party use any trade name which is deceptively or confusingly similar to the trade name of the other.

**11. Force Majeure:**

- 11.1. Neither party to this MOU shall be liable for any failure or delay on its part in performing any of its obligations under this MOU, if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfill and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.
- 11.2. Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this MOU be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. Provided however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MOU, such party shall give immediate notice to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

  
A handwritten signature in black ink, appearing to read 'Dharma', is written over a diagonal line. To the right of the signature is a circular stamp. The stamp has a double border. The outer ring contains the text 'Global Talent Track Pvt. Ltd.' and a small star at the bottom. The inner circle contains the word 'Pune'.



IN WITNESS WHEREOF, to show their assent, the duly authorized representative of the parties hereto have signed the MoU and set their seals as below:-

Party of the First Part  
Stamp of the Party

For NJRIT

Signature of Authorised  
Signatory : \_\_\_\_\_  
Name of Authorised Signatory

Designation :

**Witness**  
Signature of Witness

Name of Witness

Party of the Second Part  
Stamp of the Party:

For Global Talent Track Pvt. Ltd.

Signature of Authorised  
Signatory : \_\_\_\_\_  
Name of Authorised Signatory

Designation

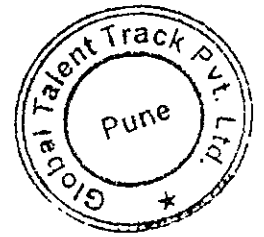
**Witness**

Signature of Witness

Name of the Witness

*[Handwritten Signature]*  
PRAVIR

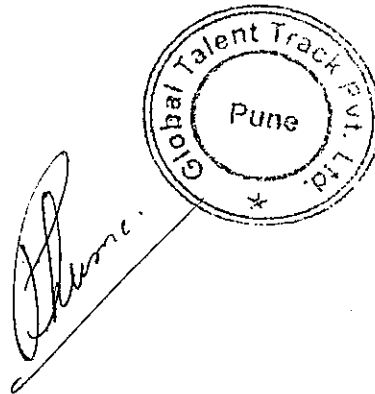
*[Handwritten Signature]*  
DHANYA



Annexure – I

For each classroom:

1. Overhead projector (with 2000 lumens) – 1 No
2. PC with standard MS Office - for each student
3. Headphones or Audio output on each PC
4. Whiteboard with markers



## Annexure II

### Details of engagement

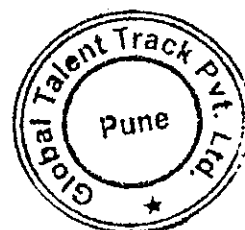
Name of the College : NJR Technology Institute of Technology (NJRIT)

1. Location / address: Udaipur
2. Name of the SPOC (at NJRIT):
3. Name of the SPOC (of GTT):
4. Venue of training: NJR Technology Institute of Technology (NJRIT)
5. Batch Size: 25-30
6. Training Duration; 30 days
7. Programme size: 200
8. Commencement date of training: 26<sup>th</sup> March 2014  
End date of training: within 45 days from the commence date

9. \*Documents to be provided to GTT by students

- a. Plus 12 certificate and marks sheet
- b. Aadhar card
- c. Bank account with Bank of India
- d. Signed GTT Code of Conduct
- e. Declaration form

\*In addition to the above list, GTT may furnish a list of additional documents, if required for the purpose of assessment or certification and NJRIT will abide by these requirements and facilitate their timely availability.



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