

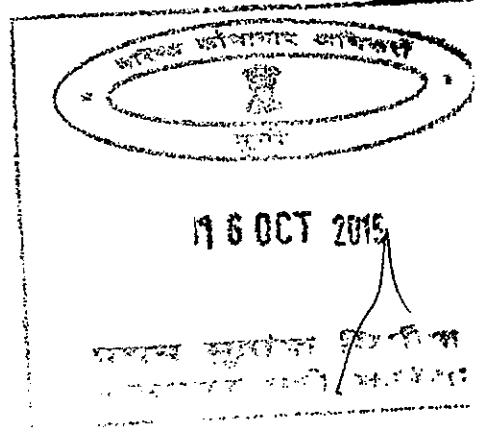


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 निकळतीचे वर्णन .....  
 मुद्रांक विकत घेणाऱ्याचे नाव .....  
 पत्ता .....  
 दुसऱ्या पक्षाकाराचे नाव .....  
 हस्ते व्यक्तीचे नाव व पत्ता .....

**SANGIETAA Memorandum of Understanding (MoU)**  
 परवाना क्र. २२०११२४  
**Between**  
**Techno India NJR Institute of Technology**  
 &  
**Global Talent Track Pvt Ltd, Pune**

For Training students for Aricent's Employability Program

This Memorandum of Understanding is made at Pune on 2<sup>nd</sup> day of November 2015.

BETWEEN

Techno India NJR Institute of Technology, located at Udaipur, Rajasthan (India) hereinafter referred to as "THE COLLEGE" (Which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the First Part,

*Pune*

*RSY*

Techno India: NJK Institute of Technology, located at Udaipur, Rajasthan (India) hereinafter referred to as "THE COLLEGE" (Which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the First Part,

AND

M/s 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.

## 1. Introduction

THE COLLEGE has decided to partner with GTT for the conduct of Aricent's employability Program (the "Training Program") at THE COLLEGE. The Training Program is a Aricent funded program for the social cause.

## 2. THE COLLEGE Responsibilities:

- 2.1. Shall nominate one person with adequate accountability and responsibility to coordinate the Training Program. He / She would act as the single point of contact for the proposed Programme.
- 2.2. Shall ensure that proper publicity of the Program will be made through THE COLLEGE website
- 2.3. Shall encourage the Program in a manner so that students registering for the Training Programme shall have a mandatory attendance of min 80% during the Training Programme.
- 2.4. Shall make available the infrastructure (including IT infrastructure, applications and connectivity) required to conduct the Training Program. 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 Training Program. Adequate power backup through UPS and DG supplies during the training sessions
- 2.6. Shall coordinate with GTT and facilitate conduct of all the assessments including the assessment to be conducted by the external agency (if any) 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

2.0. Provide lodging, wherever available, for the duration of the Training Programme plus two days (one day prior and one day after closure). The lodging so planned to be provided should be with independent room (with attached toilet), regular water supply, clean, with access to boarding facilities, should have well lit approach and surroundings, have adequate safety & protection and peaceful environment.

### 3. Global Talent Track (GTT) Responsibilities:

- 3.1. Will provide necessary training as per Training Programme requirements and curriculum for delivery as per Annexure I to this MOU
- 3.2. Will provide suitable facilities 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 30-40.
- 4.2. Each student would be made available for the Training Program for specified number of hours per day for the duration of the Training Program
- 4.3. The overall number of student's registering for the Programme is to be min of 80.
- 4.4. 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 the Training Program. The final decision on selection of candidates eligible to take the Training Program shall be with GTT.
- 4.5. Programme schedule:
  - 4.5.1. Training Program scheduled commencement date 15<sup>th</sup> Dec 15
  - 4.5.2. Training Program schedule: Training Programme will be conducted over from 45 days
  - 4.5.3. Scheduled Completion Date: and will be completed by not later than 31<sup>st</sup> Jan 2016
  - 4.5.4. Assessment schedule: The assessment of the students may be conducted within a period of up to two months from the date of successful completion of Program Training. GTT shall provide the schedule for assessment prior to the end of the Training Programme.

#### 4.6. Commercials:

4.6.1. Training Fees: This Training Program is free of cost. The COLLEGE and GTT shall not charge any amount on whatsoever account/name from the students in relation to the Training Program.

#### 4.7. Certification:

Students who are successful in the assessment conducted by GTT shall be awarded a certificate post completion of the training program ..

#### 4.8. 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.

#### 4.9. 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.

#### 4.10. Termination:

4.9.1. Both parties can terminate the MoU with a prior written thirty (30) day notice on default of terms of non-adherence to any condition or responsibilities by the other party as outlined in this MoU in case such default is not rectified within such 30 days.

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.

#### **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

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 that 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**

Both parties agree to indemnify each other and hold the other party 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.

Any claim, compensation, case initiated by any student against Aricent in relation to the Training Program due to any acts or omissions of COLLEGE and/or GTT shall be defended and contested by the COLLEGE and GTT at their sole expenses and cost keeping Aricent indemnified from the same.

**8. Limitation of Liability:**

Except for the indemnification obligations, 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.

**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 THE COLLEGE has no rights to use the content and mode of delivery for any other purpose.

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 MoU, 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 fulfil 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.

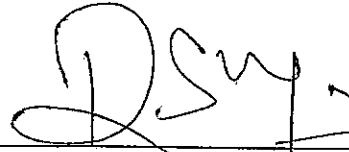
M. S. Y.

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 Techno India NJR Institute of Technology

Signature of Authorised  
Signatory :  
Name of Authorised Signatory



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R S Vyas

Designation :

Director Foundation, Techno India NJR Institute  
of Technology

**Witness**  
Signature of Witness



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P. K. NISH

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



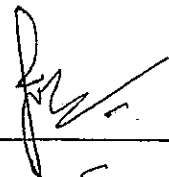
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Pravir Kumar

Designation

Chief Operating Officer, GTT

**Witness**  
Signature of Witness



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Name of the Witness

Joemon Francis

## Annexure – I

For each classroom:

1. Overhead projector (with 2000 lumens) – 1 No
2. PC with standard MS Office - for each student – only for assessment
3. Computer lab with capacity of 40.
4. Whiteboard with markers
5. Internet connectivity for each student

## Annexure II

\*Documents to be provided to GTT by students

- a. 10<sup>th</sup> and Plus 12 certificate and marks sheet
- b. Valid Govt. ID
- c. Signed GTT Code of Conduct
- d. Second year Marksheet for the final year appearing students.
- e. College to share the list of Final year students who will be participating in the Aricent Employability Program on College letter Head.

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

