

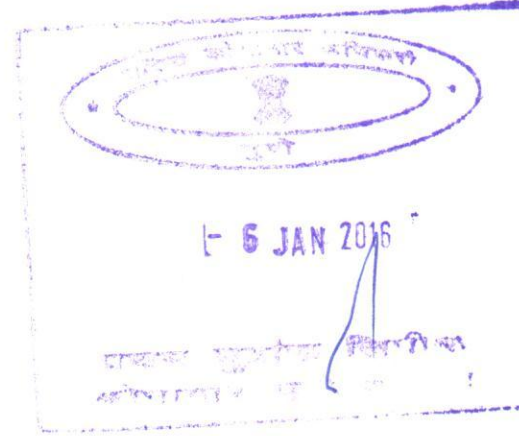
महाराष्ट्र MAHARASHTRA

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दस्तावेज प्रकार मुद्रांक  
दस्त नोंदणी करणार आरेंता जे व. व. व. / व. व. व.  
मिळकतीचे वर्णन  
मुद्रांक विकत घेणाऱ्याचे नाव  
पत्ता  
दुसऱ्या पक्षाकाराचे नाव  
हस्ता व्यक्तीचे नांव व परता  
SANGIETAA LOKANDE  
परवाना क्र. २२०११२४  
मुद्रांक विकत घेणाऱ्याची सही मोबोज हॉटेल कम्पाऊंड, बंडगार्डन रोड, पुणे-१  
ज्या कम्पाऊंडात मुद्रांक खरेदी केला, त्यांनी त्याच कारणासाठी मुद्रांक  
खरेदी केल्यापासून ६ महिन्यांत वापरणे आवश्यक आहे



Between

Techno India NJR Institute of Technology, Udaipur

&

Global Talent Track Pvt Ltd, Pune

For Training students in soft skills

This Memorandum of Understanding is made at Pune on Wednesday, the 30<sup>th</sup> day of January 2016.

BETWEEN

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

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 411014 and their Corporate Office and address for all communication at 6<sup>th</sup> Floor, Delta II Building, Giga Space, Viman Nagar, Pune, 411014 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 through its representative .

1. **Introduction**

**NJRIT** has decided to partner with **GTT** for the conduct of soft skills programme for their students at **NJRIT**,

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 all students have mandatory attendance of minimum 80% throughout the programme.
- 2.3. Shall make available all kind of requisite infrastructure in(including IT infrastructure, applications and connectivity) required to conduct these programs. The details of such infrastructure to be provided in **Annexure I** to this MOU.
- 2.4. 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.
- 2.5. 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**.
- 2.6. Shall ensure that all students who are to be enrolled have all relevant documents related to course/ enrolment as outlined by **GTT** in **Annexure II** and hard copies of the same are shared with **GTT**.



- 2.7. Shall schedule necessary batches and intimate **GTT** at least 2 weeks in advance to enable it plan and position necessary Faculties.
- 2.8. Shall provide decent lodging and boarding for the Faculties of **GTT**, participating in the training at the location. **NJRIT** is also to make arrangements or reimburse the local conveyance for the Faculty if the faculty is required to travel. The Lodging so planned to be provided is to have minimum quality standards in terms of independent room (with attached toilet), regular water supply (hot & cold), cleanliness, access to boarding facilities, well lit approach and surroundings, adequate safety and protection and peaceful environment. In case **NJRIT** fails to identify satisfactory lodging facility, then an amount of Rs 1,500/- per day per Faculty would be paid by **NJRIT** in advance to **GTT** / Faculty. A representative of **GTT** shall check the lodging facility one day in advance and shall approve the same. In the event of the lodging facility provided to **GTT** is found to have problems mid way through the programme, **NJRIT** shall organise alternate arrangement or reimburse Rs.1500/- per day per Faculty pro rata for the number of days and this payment shall be made in to **GTT**.
- 2.9. Boarding would include morning tea/choice of breakfast/ lunch / dinner / evening tea / coffee. In the event of **NJRIT** being unable to organise boarding facility, **GTT** shall be paid in advance Rs.150/- per day per Faculty each for lunch / dinner / breakfast and Rs.50/- per coffee/tea up to a maximum of twice per day. (Will it mean they will pay Rs. 450/- plus Rs. 100/- for Tea / Coffee etc.)
- 2.10. Shall ensure that a minimum of 300 students appear for pre-training screening.

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

- 3.1. **GTT** will provide necessary training as per programme requirements and curriculum for delivery.
- 3.2. **GTT** will provide suitable Faculties for the training exclusive for classroom training.
- 3.3. **GTT** will conduct assessment of its own and also arrange external assessment as required.

### **4. Other Terms & Conditions:**

The following are the terms and conditions of engagement:

- 4.1. Batch Size: The batch size would need to be a minimum / maximum of 25/30.
- 4.2. The overall numbers for the programme is to be minimum of 250 students.
- 4.3. Pre-assessment and Selection: **GTT** would carry out pre-assessment of the students who have applied for the course and shortlist the selected candidates to undergo training. The final decision on selection of candidates to be trained is with **GTT**.
- 4.4. Programme schedule:
- 4.4.1. Training scheduled Commencement Date: 04/02/2016

4.4.2. Training schedule: Training programme will be conducted over 45 days and will be completed not later than : **31<sup>st</sup> March 2016**

4.4.3. Assessment schedule: The assessment of the students shall be conducted within a period of three months from the date of completion of training.

#### 4.5. Payment & Commercials:

4.5.1. Student Fees: A payment of Rs. 560/- 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, etc.

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 which shall be 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, NJVIT 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. All the compensation amounts due to GTT as specified in clauses 4.5.3, 4.5.4, 4.5.5 and 4.9.4 shall be paid to GTT within one week of handing over the invoice.

4.5.7. NJRIT to ensure complete documentation and handing over documents as per timelines.

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

#### 4.7. Centre Validation:

As per NSDC norms, the location where the training is conducted has to be declared in advance and validated from NSDC and the Sectors Skills Council.

The following details are required to be submitted to NSDC for the validation process:

- Number of classes to be allotted for training.
  - Seating capacity and arrangements made for the students.
  - Number of computers available
  - Internet connectivity speed
  - Photographs of the centre entrance, inside, classroom and building.
- \*GTT would work with NJVIT to declare the centre details and get the centre approved from NSDC.

#### 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 the 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:

Both the parties agree that this agreement may be terminated by either party communicated in writing

4.9.1. With at least 03 months' notice period.

4.9.2. on default of terms of non-adherence to any condition or responsibilities as outlined in this MOU

4.9.3. Both the 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.

4.9.4. 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 agree 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 that other party will have all rights, titles and interests therein.

5.3. Both the 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.



**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 notice 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 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.

IN WITNESS WHEREOF, to show their assent, the duly authorized representative of the parties hereto have signed the Agreement 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

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Designation :

**Witness**  
Signature of Witness

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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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Designation

**Witness**

Signature of Witness

:

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Name of the Witness

Annexure – I

**1. Programme details**

Timing of the programme:

**Infrastructure to be organised by NJRIT:**

**For each classroom:**

1. Overhead projector (with 2000 lumens) – 1 No
2. PC with standard MS Office - 1 No
3. Audio system (connected to PC)





## Annexure II

### Details of engagement / course

1. Name of the College : NJR Technology Institute of Technology (NJRIT)
2. Location / address: Udaipur
3. Name of the SPOC (at NJRIT):
4. Name of the SPOC (of GTT):
5. Venue of training: NJR Technology Institute of Technology (NJRIT)
6. Batch Size: 25-30
7. Programme size: 250
8. Commencement date of training: 04<sup>th</sup> Feb  
End date of training: within 45 days from the commence date
9. Documents to be provided to GTT by **NJRIT**:
  - i. Plus 12 certificate and marks sheet
  - ii. Aadhar card
  - iii. Pan Card
  - iv. 2 Passport size photographs
  - v. Birth certificate.

\*In addition to the above documents, 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.

