

**MEMORANDUM OF UNDERSTANDING**

**FOR**

**EXECUTING CAMPUS RECRUITMENT TRAINING & PLACEMENT ASSISTANCE PROGRAM**

**BETWEEN**

**PROMIZE IT SERVICES PVT LTD, HYDERABAD**

**AND**

**GOVT DEGREE COLLEGE FOR WOMEN, BEGUMPET**

## Memorandum of Understanding

This Memorandum of Understanding ("Memorandum") is entered into on this 3<sup>rd</sup> day of Jan 2019;

### **BY AND BETWEEN:**

**PROMIZE IT SERVICES**, a registered Company under the Companies Registration Act, 1956, (hereinafter referred to as ) having registered office located at Hyderabad (hereinafter referred to as "SMART" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its legal successors and assigns, on the second part, as the other party.

### **AND**

**GOVT DEGREE COLLEGE FOR WOMEN, BEGUMPET, Telangana** (hereinafter referred to as "Society", which expression shall be deemed to mean and include its executive members, successors and permitted assigns) of the OTHER PARTY.

"Parties" shall mean collectively Promize IT Company and the College and "Party" means each of Promize IT and the College individually. Capitalised terms shall have the meanings set out herein.

### **WHEREAS:**

The Parties have, in consideration for the mutual rights and obligations set out herein, agreed to enter into this Memorandum for the purposes of recording the terms and conditions upon which such partnership shall be undertaken.

### **THE PARTIES HEREBY AGREE AS FOLLOWS:**

- 1. Execution of Campus Recruitment Training and Placement Programs**
  - 1.1 The Parties intend to cooperate for executing Campus Recruitment Training and employability initiatives .
  - 1.2 The Parties will identify training courses / execute training programs .The course categories shall be as per specifications laid down by the t National Occupational Standards.

- 1.3 The Parties may, from time to time, explore the possibility of utilising the infrastructure and facilities, or other premises as the Parties may decide, for provision of training and support.

## **2. TERRITORY**

- 2.1 The training will be Conducted at Govt Degree College, Begumpet ,Hyderabad, Telangana State. However, training will be provided with a view to securing employment for trainees across India.

## **3. ROLE OF PARTIES**

- 3.1 The Company Shall be responsible for the following:

- (a) Identify suitable Course content , and Placement assistance.
- (b) Coordinate assessment,
- (c) Identification of suitable trainers, who meet the minimum academic qualifications and with minimum experience of 5 years in Training.
- (d) Execution of training to students
- (e) Job training and job placement assistance for successful candidates
- (f) Certification of students

- 3.2 The College shall be responsible for the following:

- (a) Mobilization of candidates,
- (b) Identify / Provide / Create necessary infrastructure as prescribed by the common Guidelines, including classrooms which accommodate students along with necessary lab facilities if required for the job roles identified
- (c) Support administrative assistance to complete necessary periodical documentation.

- 3.3 Each Party agrees, undertakes and covenants to the other Party that it shall take all necessary steps to ensure that the terms of this Memorandum are complied with, to the extent they are not contrary with applicable laws. Further, each Party undertakes to comply with its obligations under this Memorandum and do all such other acts and things necessary or desirable to comply with all applicable laws in all respects, at all times.

**4. Professional Charges | Commercials**

Through this MOA, both parties agree for a fee of 300 per student.

**5. VALID DURATION**

This MOA shall be valid for one year effective from the date of signing by authorized representatives of both parties, which can be renewed on mutual agreement between parties

**6. AMENDMENTS**

Any of the clauses / articles contained here in this MOA shall be amended with mutual written and specific consent of both the parties.

**7. Termination**

This MOA shall be terminated by either party by giving one months' notice with attention and focus of not affecting the regular training functions of the existing batch

The amendment, termination and expiration of this MOA will not affect the terms of activities ongoing at the time of notification of amendment, termination, and expiration unless otherwise agreed upon between the parties.

**11. JURISDICTION**

Any difference or disagreement or misunderstanding between the parties arising during the operation of this agreement shall be attempted to be settled by mutual discussions and clarifications. The Courts in Telangana shall have jurisdiction.

**12. INDEMNITY**

Both parties agree that they shall indemnify and keep indemnified the other for any default, negligence in their mutual obligations to the other or for any non-compliance with any statutory requirement whereby loss or damage is caused to the other.

**13. ARBITRATION**

In the event of any difference or dispute arising out of this agreement between the parties which cannot be resolved through mutual negotiations, the same shall be referred for arbitration to a mutually agreed Sole Arbitrator whose decision thereon



shall be final and binding on the parties. The provisions of Arbitration and Conciliation Act, 1996, shall be applicable.

**14. CONFIDENTIALITY**

Each Party shall (and shall procure that its agents, employees, directors and advisors) keep all information relating to the other Parties and the contents of this Memorandum (collectively, referred to as the "Information") confidential, provided that nothing in this Memorandum shall restrict any Party from disclosing any Information (i) under applicable laws, or (ii) as may be required to fulfil the provisions of this Memorandum, and / or (iii) to its advisors (including financial, tax and legal advisors) and / or other third parties in connection with evaluating or entering into or furthering the objectives under this Memorandum.

This MOA is prepared in two identical copies with each party holds one original copy duly signed by the authorized representatives.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS MEMORANDUM TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN**

<p>Signed and delivered for and on behalf of <b>Promize IT Services Pvt Ltd</b></p> <p>For Promize IT Services Private Limited</p>  <p>Name : Suresh Shankar <b>Director</b> Title: Director of Operations Promize IT Services Pvt Ltd</p>	<p>Signed and delivered for and on behalf of <b>Govt Degree College for Women</b></p>  <p>Name : <b>DR .SAJIDA BEGUM</b> Title: <b>ASST . PROFESSOR</b> Govt Degree college for Women <b>GOVT, DEGREE COLLEGE FOR WOMEN</b></p>
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