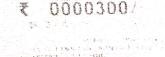
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## **Memorandum of Understanding**

#### Between

## DEPARTMENT OF COLLEGIATE EDUCATION **GOVERNMENT OF TELANGANA**

# ICICI FOUNDATION FOR INCLUSIVE GROWTH

In the matter of training manpower with employment oriented skillset

This Memorandum of Understanding (hereinafter referred to as "MoU") is made at Hyderabad on 24th day of May 2022.

By and Between

The Commissionerate of Collegiate Education, Government of Telangana, Vidya Bhavan, Nampally, Hyderabad 500001 (herein after known as CCETS, Hyderabad which expression shall mean and include its heirs, successors, executers, administrators, authorized representatives and permitted assigns) is intended to facilitate a collaborative program in the matter of



training manpower with employment oriented skillset.

AND

ICICI Foundation for Inclusive Growth, a charitable trust registered at Chennai vide a Trust Deed dated January 04, 2008 and having its head / principal office at ICICI Bank Towers, Bandra Kurla Complex, Bandra East, Mumbai 400051 (hereafter referred as the "SECOND PARTY", which expression shall unless repugnant to the context and meaning thereof, be deemed to mean and include its present and future trustees).

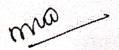
(Both the parties are hereinafter, collectively referred to as the "Parties" and individually as the "Party")

WHEREAS, the First Party is keen on skill development of the unskilled manpower (specifics like tribal youth / minority / socially backward, etc. may be added depending on the mandate of the Government agency) in the State of Telangana ("State") and thereby enabling them to participate in the growth and economic development of the State / District and the Second Party has the relevant experience of successfully conducting training programmes through ICICI Academy for Skills ("Academy"), a training institute that provides skill development training to underprivileged youth with the objective of improving their livelihood prospects through self-employment and wage employment and providing placement opportunities for successful trainees, the Parties have decided to enter into this MoU for achieving the objective envisaged by the First Party.

This MoU has been entered with respect to the Telangana State and Hyderabad centre of ICICI Academy for Skills in the Telangana State ("Centre").

By this MoU, the Parties agree that the following shall be the role and responsibility of each party towards achieving the aforesaid objective -

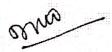
- The First Party shall counsel and mobilise the underprivileged youth for training at the Centre. The candidates who meet the eligibility criteria of the Second Party, may be offered admission to forthcoming training batches, subject to availability.
- The Second Party shall continue to determine the eligibility criteria (age, educational qualification and family income), documents required from the prospective candidates, training curriculum and content and duration of





each training session, number of candidates per batch and number of batches in which the training to be carried out at the Centre and intimate the same to the First Party, from time to time, prior to commencement of training for each batch to enable the First Party to mobilise candidates as per the criteria.

- 3. The Second Party shall bear all costs of training programme and First party shall provide eligible candidates for the training program as per the eligibility criteria.
- 4. The Second Party shall make efforts (including through engaging placement agencies) to facilitate employment for trainees who complete the training successfully. The Second Party is however, not obligated to fulfil employment opportunities for all the trainees. The First Party shall support the efforts of the Second Party.
- 5. This MoU shall operate for **two (2)** years from the date of signing. However, the Parties may extend this MoU for such further period as may be mutually agreed by the Parties in writing.
- 6. The First Party proposes to provide aforesaid support to 2000 candidates during the course of this MoU. If the targeted number of candidates to be supported under this MoU is achieved before the expiry of this MoU, the Parties may mutually agree to increase the target.
- 7. The Parties acknowledge that this MoU will be subject to the laws of Telangana, India in case of any disputes. The courts of Hyderabad shall have jurisdiction on non exclusive basis in relation to any disputes arising under this MoU.
- 8. The Parties acknowledge that neither them nor their employees, agents, officers or representatives, have received or shall receive, purport to receive or seek, directly or indirectly, any payments or transfers in kind of any value from the trainees and / or any other persons, including but not limited to any relatives/friends/other people accompanying or known to the trainees or people in general being sourced / counselled by them for the purposes of this MoU and for acceptance into the Academy. The Parties further acknowledge that they have put in effective process to ensure working / compliance of the aforesaid arrangement.
- 9. The Parties acknowledge that this is a non-financial collaboration and it has not and shall not in connection with this MoU, make or has made any payment or transfer anything of value, directly or indirectly for securing the arrangement under this MoU or any other matter relating to this MoU:





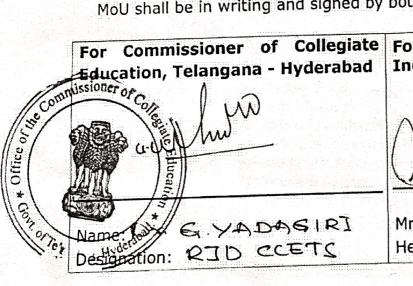
- (i) To each other, the other's employees, officers, managerial personnel or any person involved in the management and administration of each entity;
- subject the (ii) To the any person(s) who are initiatives/collaboration stated in this MoU, including any trainees or their relatives, friends, people accompanying them,
- (iii) To any governmental official or employee (including employees public international of a government corporation or organisation) or to any political party or trainee for public office; or
- (iv) To any other person or entity if such payments or transfers would violate the laws of India.
- 10. None of the First Party's employees or other man power shall be construed or deemed to be the employees of the Second Party at any time and vice a versa.
- 11. In order to streamline coordination between the Parties for effective implementation and monitoring of the training programme, the Parties will nominate a single point of contact from each side.
- 12. The Parties agree that each of them will not be bound by any other obligations other than those specified as a part of this MoU. Each Party will be solely liable for performance of the obligations and activities assigned to it under this MoU, including any third party claims arising from each Party's actions or omissions during the term of this MoU.
- 13. Unless otherwise provided herein, all notices or other communications under or in connection with this MoU shall be given in writing and may be sent by personal delivery or post or courier at the below mentioned address. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 7 (seven) days after being deposited in the post and if sent by courier, one day after being deposited with the courier.
- 14. The Second Party may terminate this MoU, in whole or in part, at any time prior to the expiry of the term of this MoU by giving the First Party thirty (30) days prior written notice.
- 15. The Parties shall not be liable for any fallure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event

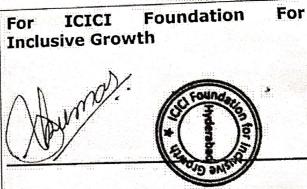


continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

- 16. Each Party will seek the other Party's prior written consent for use of that other Party's name and / or logo and / or intellectual property in any manner whatsoever.
- 17. This MoU constitutes the final and entire understanding between the Parties with respect to this collaboration and supersedes any previous agreement or understanding between the Parties and any amendments or waiver to this MoU shall be in writing and signed by both the Parties.

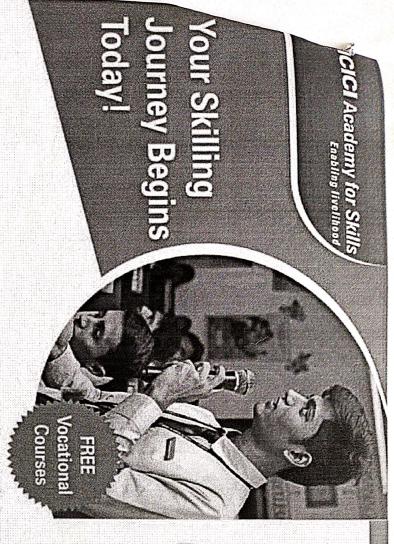




Mr. Suketu Kumar Head Operations - South & East

Witness: Witness:

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sustainable employment opportunities. relevant training in various technical and non-technical courses leading to ICICI Academy for Skills offers vocational skill building programs on providing cutting edge expertise and industry

# Courses Offered

Retail Sales

Selling Skills

- Office Administration
- Refrigeration and AC Repair

www.icicifoundation.org

Multi Skill Technician

Power & Application Engine Preventive Maintenance

# Eligibility

- Age: 18 to 30 years
- Education Qualification: Standard 8th to Graduate

# Key features

- 3-month course Uniform will be provided
- Practical training will be provided

# Documents Required

- 2 passport size photographs
- Photo ID and Address Proof
- Latest education certificate
- Covid vaccination certificate

# Admission centre and contact details:

JVL Tower, Opp. Telangana State Assembly, Nampally, Office hours - 10.00 a.m. to 6.00 p.m ICICI Academy for Skills, Hyderabad Hyderabad – 500004, Telangana. www.icicifoundation.org



04048493340



# Disclaimer

associated with ICICI Academy for Skills. All notified instances of demand or exchange of payments or Skills. No payment should be made by any trainee to any person or entity associated or claiming to be favours shall be dealt with severely, including disqualification of paying trainees. No payment or charges are applicable at any point of time for all trainings provided by ICICI Academy for

ICICI Academy for Skills is an initiative of ICICI Foundation for Inclusive Growth. All trademarks and logos

are registered and licensed intellectual property.

### Memorandum of Understanding

Between

TALLY EDUCATION PVT LTD, BANGALORE

AND

COMMISSIONERATE OF COLLEGIATE EDUCATION,
TELANGANA

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is made, entered into and executed at COMMISSIONERATE OF COLLEGIATE EDUCATION, TELANGANA, India, on this 26<sup>th</sup> day of November 2019 (hereinafter referred to as the "Effective Date")

By and Between:

#### **Tally Education Private Limited**

Tally Education Private Limited is a company incorporated under the provisions of Companies Act, 1956, having its Registered Office at No. 23 & 24, AMR Tech Park II, Hongasandra, Hosur Road, Bangalore – 560068 (hereinafter referred to as "TEPL" or "Tally" or "FIRST PARTY").

#### **Background:**

TEPL is a subsidiary of Tally Solutions Pvt. Ltd. (hereinafter referred to as "TSPL"), and is the only organization authorized by TSPL to design and conduct assessments, issue certifications and print courseware using the brand name of Tally. TEPL is committed to working with educators, educational organizations and industry partners to expand the world of learning through technology. The Educational programs are designed to facilitate learning in a seamless manner which is relevant and demand driven. TEPL has a network of more than 1000 empanelled centres across more than 400 cities in India to certify on Tally and related vocational skills.

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JOINT DIRECTOR

O/o. Commissioner of Collegiate Education

MOU between CCETS & Tally Editation of Page Page

#### **Commissionerate of Collegiate Education**

Commissionerate of Collegiate Education, Telangana is a non-profit department created by the Government of Telangana to promote education, giving special attention to backward and rural areas. It aims to strengthen education at undergraduation level especially for underprivileged sections of the society. (hereinafter referred to as "CCETS" or "SECOND PARTY").

**NOW THEREFORE**, in consideration of the mutual covenants, terms, conditions and understandings set forth in this MoU, the Parties hereby have entered into this present MoU.

#### TERMS AND CONDITIONS OF THE MOU

Commissionerate of Collegiate Education, in the State of Telangana is desirous of engaging in career guidance and employability skill enhancement initiatives for the students pursuing undergraduation in Government Degree Colleges in the state. The recommended curriculum from Telangana State Council of Higher Education includes the subjects "Computerised Accounting" and "Theory and Practice of GST" for B.Com students. Tally Education Private Limited shall offer certification to students pursuing B.Com, in Tally ACE (for Computerised Accounting) and GST using Tally.ERP9 (Theory and Practice of GST) provided they fulfil the following conditions:

the Government Degree Colleges working under the purview of CCETS and their students. The students who wish to get certified in the specified Tally certifications, shall enrol themselves for an online examination conducted by Tally Education Pvt. Ltd. on payment of an

Govt. of Telangana, Hyderabad.

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an examination fee as specified by Tally from time to time. (At present the examination fee is Rs.1168/- per course). TEPL and/or its empanelled partners (as listed on <a href="www.tallyeducation.com">www.tallyeducation.com</a>) shall facilitate enrolments at colleges working under the purview of Commissionerate of Collegiate Education. The enrolled students who pass the online exam conducted by TEPL only shall be certified by Tally. Additional support for training the students, if needed, may be provided by a separate commercial agreement with TEPL empanelled partner.

# NOW THIS BUSINESS TERMS AND CONDITIONS BETWEEN THE PARTIES WITNESSETH AS UNDER:

#### **Responsibilities of TEPL:**

TEPL shall, to the extent possible, undertake the following:

- Organize FDP to teachers in Accounting and GST packages.
- Provide complimentary software license (Education version) to the colleges nominated by CCETS, to be deployed in the computer lab and used for training. TEPL also has an option for complimentary digital content to students as detailed in Annexure 1. The content shall be accessed by students for the period of the semester in which the subject is studied by them as part of their syllabus.

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O/o. Commissioner of Collegiate Education
Govt. of Telangana, Hyderabad.

MOU between CCETS & Tally Education Pvt Ltd Page 3

- iii) Assist CCETS/its affiliated colleges, to offer joint certification programme in Accounting and GST software in distance mode through Webinars.
- iv) Assist CCETS to offer advanced training programmes and / or certifications to teachers, in accounting and GST software.
- v) Extend Placement assistance to the students who are certified in the specified Tally Courses offered by TEPL, through its job portal. On request, TEPL shall also endeavour to conduct job fairs at select colleges.

#### **Responsibilities of CCETS:**

#### CCETS shall:

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- Provide support to TEPL in successful installation of licenses on the systems of Commissionerate of Collegiate Education, Telangana and its affiliated institutions.
- Provide proper system and network connectivity as required for installation of the software on the systems of Commissionerate of Collegiate Education, Telangana and its affiliated institutions.
- iii. Recommend all Government Degree Colleges working under its purview, to encourage and motivate B.Com students to take the certifications offered by TEPL and make maximum use of this facility.

Provide the list of colleges working under its purview, to TEPL, to facilitate their registration in TEPL portal.

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Govt. of Telangana, Hyderabad.

- v. Provide venue, logistics, infrastructural and refreshment facilities for Train the Trainer (ToT) program for faculty of Government Degree Colleges.
  - 1. The Parties undertake to keep confidential, the contents of this MoU as well as the information disclosed to or obtained by the Parties from each other pursuant to this MoU and other information or documents that may come into the possession of the Parties in connection with performance of their obligations under this MoU. The parties shall also ensure that their respective employees do not utilize such information for any purpose other than those contemplated by this MoU.
  - 2. The parties shall undertake to review the subjects and their syllabi periodically in the best interest of the students.
  - The parties shall not transfer or assign the present MoU or any right or obligation hereunder to any other Party without prior written consent of the other party.
  - 4. The provisions of this MoU are severable, and if any one or more such provisions are determined to be illegal or otherwise unenforceable, in whole or in part, under the laws of any jurisdiction, the remaining provisions or portions hereof shall, nevertheless, be binding on and enforceable by and between the Parties thereto.
- 5. This MoU is valid as long as the conditions stated herein are not violated by either party or till it is specifically cancelled / terminated by either of the Parties. This provision is to keep the interest of the students paramount.

MOU between CCETS & Tally Education Pvt Ltd Page 5
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O/o. Commissioner of Collegiate Education
Govt. of Telangana, Hyderabad.

- 6. Any waiver, amendment or modification of the provision of this MoU shall be in writing and signed by the authorized representatives of both the Parties.
- 7. Nothing contained herein shall or shall be deemed to create any partnership, agency, association, trust or joint venture between the Parties or their representatives and employees and nothing herein shall be deemed to confer on any Party, any authority to incur any obligation or liability on behalf of the other party.
- 8. The second party shall not be liable for any commission or omission on part of Tally Education; and the relationship between the students and the TEPL shall be governed by their mutual understanding.
- There is no exclusivity on the understandings made in this document and both Parties are free to have similar agreements with other Parties, without compromising on the contents and spirit of this MoU.
- 10. This MoU is valid for a period of three years from the date of its execution.
- 11. This MoU may be terminated without any reason / cause by either of the Parties by giving at least 3 months' notice in writing to the other Party at the address given in the MoU. However, neither party shall terminate the contract before the conclusion of an on-going batch of students.

12. This MoU shall be construed neither against nor in favour of either Party, but shall be construed in a neutral manner.

O/o. Commissioner of Collegiate Education
Govt. of Telangana, Hyderabad.

MOU between CCETS & Tally Education Pvt Ltd Page

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Any notice to be given under this MoU shall be made in English and shall be delivered either by (a) Registered Post with A/D or (b) by Courier service to their respective addresses given below, unless otherwise designated or changed by written notice by the parties thereto.

Name : Tally Education Pvt Ltd

Kind Attention : Chief Executive Office

Address : Tally Education Pvt Ltd

23-24, AMR Tech Park IIB,

Hongasandra,

Housur Main Road,

Bengaluru - 560068

Karnataka, India

#### Institutional Partner:

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BANGALORE

Name : Commissioner of Collegiate Education

Kind Attention : Joint Director

: 3<sup>rd</sup> Floor, Prof.Jayashankar Vidya Bhavan Address

Nampally,

Hyderabad - 500 001,

Telangana, India

O/o. Commissioner of Collegiate Education Govt. of Telangana, Hyderabad.

IN WITNESSES WHEREOF, the Parties to this MoU have hereunto subscribed their respective hands on the Date first above written/mentioned, in presence of the following Witnesses.

We agree to all the above terms and conditions.

Manch Chondhay

TALLY EDUCATION PVT. LTD.

Represented by CEO,

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BANGALORE

Tally Education Pvt. Ltd. Bengaluru-560068, India.

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COMMISSIONER ATES OF FOR Collegiate Education

COLLEGIATE EDUCATION gana, Hyderabad.

Represented by Joint Director,

Commissionerate of Collegiate Education, Telangana. Hyderabad-500001, India. (Institutional Partner)

# Annexure I: Complimentary Tally Digital Content for college students.

CCETS and TEPL share the common vision of empowering undergraduate students by imparting industry relevant skill sets to increasing their employability quotient. To achieve the common goal, TEPL and CCETS shall collaborate on a non-exclusive basis on the following framework to execute the assessment and certification for the students.

Tally will offer complimentary digital content for a period of 6 months or less to the students of Government Degree Colleges of Telangana. Students enrolled in Computerised Accounting will get TallyACE digital content and students enrolled in Theory and Practice of GST will get GST using Tally.ERP digital content.

#### **Deliverable from Tally:**

- 1. Individual login to each student on TEPL portal to access digital content.
- 2. 2\*2 ft Tally logo signboard to be affixed outside/ inside the computer lab.
- 3. Assessment Platform.

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BANGALORE

- 4. Digital Certificate to students who pass the assessment.
- 5. Access to TEPL Candidate Portal.

6. TEPL offers other advanced certifications (TallyPRO and TallyGURU).

Students and colleges interested in availing the certification may write to <a href="mailto:info@tallyeducation.com">info@tallyeducation.com</a>

JOINT DIRECTOR

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#### **Deliverables from Colleges:**

- 1. Provide necessary Infrastructure for training and assessment.
- 2. Fix Tally logo signboard (as provided by TEPL) to the computer lab.
- 3. Utilize the content license provided for training purpose only.
- 4. Request TEPL for content license in TEPL specified format.

#### **Documents Required:**

Letter issued on CCETS letter head along with list of colleges, duly approved, signed and stamped by competent authority recognizing the colleges/ Institutes as an educational institution.

#### **Other Terms:**

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- 1. There is no delivery of physical courseware.
- 2. The digital content can be accessed through Tally Education mobile app or computer and may not be downloaded or shared.

Colleges requesting a license should write to info@tallyeducation.com

JOINT DIRECTOR

O/o. Commissioner of Collegiate Education Govt. of Telangana, Hyderabad.

#### **Annexure II: Commercials**

#### **Certification:**

Certification	Certification Price (INR)
TallyACE	1168/-
GST Using Tally.ERP9	1168/-

#### Note:

BANGALORE

- a) Payment shall be made in advance by the College.
- b) The above commercials are inclusive of Taxes and is subject to change from tome to time as may be decided by TEPL.
- c) Prices quoted here are for certification only and do not include expenses for training and courseware.

JOINT DIRECTOR

O/o. Commissioner of Collegiate Education Govt. of Telangana, Hyderabad.





# Memorandum Of Understanding (MOU)

#### **Between**

# Commissionerate of Collegiate Education, Telangana

#### And

#### **HireMee**

This Memorandum of Understanding ("MOU") is entered into and effective as of  $6^{th}$  June 2018, by and between:

**HireMee**, a unit of KAAM Services Private Limited a company incorporated under the provisions of the Companies Act, 2013, and having its registered office at No.483, Seetha Complex, 16<sup>th</sup> cross, RR Nagar, Bengaluru-560098, Karnataka, India, and hereinafter unless the context otherwise requires, be referred to as "**HireMee**";

#### And

**Commissionerate of Collegiate Education**, Hyderabad having its registered office at 2<sup>nd</sup> Floor Vidya Bhavan, Opposite to Latha Talkies, Nampally, Hyderabad-500001 and hereinafter unless the context otherwise requires be referred to as **"CCETS"**.

#### Whereas:

CCETS and HireMee have entered into discussions on HireMee's provision of free technology assistance to CCETS, for job placements for students of CCETS approved Colleges. HireMee serves as a Virtual Bridge between Recruiters and Aspiring Applicants esp. of Tier-2 and Tier-3 areas. HireMee is an end-to-end Web Portal and Mobile App developed with intent to reach out to all students, recruiters and colleges across the country in these areas who will benefit from using the HireMee. Students, Colleges, Corporates and Recruiters can register through HireMee Portal, and assessments are directly carried out by HireMee. The entire recruitment process will be seamlessly linked on a chain.

HireMee and CCETS desire to enter into this Memorandum setting out the terms and conditions under which the purpose and scope of this MOU will be achieved.

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## Article 1 Effective Date

The Parties hereby agree that the Effective date of this MOU shall be the date on which it is signed. The preamble to this Agreement constitutes an integral part thereof.

# ARTICLE 2 Purpose and Scope

**Purpose:** This MOU outlines the mutual cooperation between the two parties for helping in bridging the gap in employability skills by imparting suitable training especially, in rural areas; help the academia to understand the gap in skills and support them with industry specific inputs; and provide an opportunity to the all students by connecting them to the right jobs.

This is a Corporate Social Responsibility (CSR) effort to discover diamonds in students in rural and urban colleges free of cost.

Role and scope of cooperation: The Parties agree to, in the spirit of mutual cooperation, use the best efforts towards fulfillment of their respective obligations in achieving the purpose of this MOU.

This MOU outlines the commitments of both the Parties.

#### 2.1 Commitments of CCETS:

- Informing all CCETS approved college Principals about HireMee's services and act as a platform for helping students find employment opportunities by linking industries for hiring.
- Support awareness for <u>www.hiremee.co.in</u>, by having colleges inform students through e-mail/circular/assembly/bulletin board notices and any other medium that provides similar and suitable benefit.
- Support HireMee by allowing to put posters and other awareness material for colleges to disseminate the information to students across campus on bulletin boards, notice boards, emails, etc.

#### 2.2 Commitments of HireMee:

Provide the free online and app based platform <u>www.hiremee.co.infor</u>
 Students and Recruiters to find the best students for jobs.

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- Provide access to web portal and mobile app by all students studying in CCETS approved colleges and help them in getting placements.
- Help academia to understand the gaps in skills and areas of improvement
- Help bridge the gap in specific employability skills especially in rural areas and support them with industry specific inputs.
- Support CCETS in increasing awareness of <u>www.hiremee.co.inamong</u> students, colleges and universities by providing the required materials.

# ARTICLE 3 Confidentiality

- This document is confidential. Both the parties agree to maintain in confidence, and not reveal to any person or body, rights and obligations of the Parties or any information or data which it receives through the other Pursuant to this Agreement. The provision of Confidentiality shall survive the termination of this MOU and continue to bind the parties.
- 3.2 Both parties hereby declare that they know that this undertaking will be in force during the validity of this MOU, as well as at any time after this MOU is terminated.
- Both parties declare that they know that the undertaking pursuant to this agreement is a pre-requisite for each party to enter into this MOU with the other, and that without this declaration each would not be willing to enter into an agreement with the other.

## Article 4 Intellectual Property

- 4.1 Intellectual Property means all systems, processes, procedures, proposition descriptions, models, copyrights, trademarks, trade secrets, and patents, utility models, methods and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations.
- This understanding will be operational and valid for 3 years from the date of signing or until the date of earlier termination upon completion of 3 years MOU can be renewed with mutual consent of both parties.

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Either party may terminate this agreement by providing notice of at least 30 days in advance in writing to the other party at the official address for communication.

- 4.3 The Materials provided by HireMeeare protected by copyright, including without limitation by Copyright Law and other applicable laws in India.
- CCETS & HireMee will not reveal, make use of or commercialize any of the 4.4 confidential information provided by HireMee/CCETS either during the currency or after termination of the related Agreement for a period of 5 years.
- HireMee will retain the right of ownership to all the Intellectual Property Rights. 4.5 processes, protocols, propositions and models of HireMee, even though CCETS may have amended and added to the foundation Intellectual Property.

#### **ARTICLE 5 General Provisions**

Both Parties agree to maintain at all times, a one-point contact for undertaking 5.1 and overseeing the initiatives listed out in this MOU. Any change in the contacts will be promptly notified to the other Party.

#### Contact from HireMee:

: D. Gowri Shanker

Contact No.: +91 9121006017

: gowrishanker.d@hiremee.co.in

#### Contact from CCE:

: M. Sundara Murthy

Email ID

Contact No. :+91 9652379064

Email ID

: tskcac@gmail.com

This MOU references good faith efforts by both CCETS and HireMee and is an 5.2 expression of the Parties' current intent and recognizes the fact that the execution of some of the terms of the MOU could require the Parties to enter into definitive agreements. It is understood that without such definitive agreements, the terms of the MOU are not legally binding and will not be relied upon by any party for any purpose and no party is or will be bound by the terms of this MOU, unless and until definitive agreements are signed.







- Terms and Termination:

  The Terms and Conditions agreed under this MOU shall commence on 6<sup>th</sup> June,

  2018 and shall remain in effect until terminated.
- 5.4 Amendments: Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- 5.5 Applicable Law: The construction, interpretation and enforcement of this MOU shall be governed by the laws of India. The courts of Bangalore shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be Bangalore, India.
- 5.6 This MOU supersedes all prior oral or written communication, discussions and representations communicated between the parties hereto in respect of the subject matter of this MOU.
- Any notice under this MOU will be in writing and delivered by hand or by registered post acknowledgement due, to the other party at the registered office or as may be substituted by the notice. If any notice sent by e-mail, post will be effective on the date of receipt.
- Severability: Should any portion of this MOU be judicially 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.
- Third Party Beneficiary Rights: The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

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IN WITNESS WHEREOF, the parties hereto have executed this Understanding on the date, month and year, hereinabove written.

Commissionerate of Collegiate Education,

For HireMee

(CCETS) Telangana,

Authorized Signatory

Name: B. Swamy

Position: Deputy Director, CCETS

Date: 06.06.2018.

Authorized Signatory

Name: Sh. Chockalingam Valliappa

Position: Founder

Date: 6 JUNE 2018.

Witness

Witness





## MEMORANDUM OF UNDERSTANDING

**BETWEEN** 

COMMISSIONERATE OF COLLEGIATE EDUCATION - TELANGANA

(CCETS)

AND

NAANDI FOUNDATION

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MoU") is entered into this on 16<sup>th</sup> November 2018 by and between

The Commissionerate of Collegiate Education, Telangana State, Vidya Bhavan, Nampally, (hereinafter referred to as "CCETS" which expression shall mean and include its heirs, successors, executors, administrators, authorized representatives and permitted assigns) as FIRST PARTY.

#### AND

Naandi Foundation, a Public Charitable Trust incorporated under the Indian Trusts Act, having its registered office at 502, Trendset Towers, Road No 2, Banjara Hills, Hyderabad - 500 034, Telangana, India represented by Shri. Raj lyer, Chief Youth Employment Officer, through its authorized signatory (hereinafter referred to as "Naandi" which expression shall mean and include its heirs, successors, executors, administrators, authorized representatives and permitted assigns) as SECOND PARTY.

(Both Parties are hereinafter jointly referred to as "Parties" and individually as a "Party")

#### Introduction

WHEREAS CCETS is a non-profit organization created by Government of Telangana to promote education, giving special attention to the areas located in backward and rural areas. It aims to strengthen education at undergraduate and post graduate level especially for women and underprovileged sections of the society.

WHEREAS Naandi Foundation is an apolitical, autonomous Public Charitable Trust and a not for profit organisation having registration under section 12AA of income tax act, 1961 is tax exempt and is recognised by tax authorities as an organisation established for 'charitable purpose'

WHEREAS Naandi is working with an objective of people centred development through its charitable activities in whole of India, without distinction of caste, creed or religion, etc

WHEREAS Naandi engaged, inter alia, in improving the livelihoods of the underprivileged communities through its various social initiatives, developmental programs, in various states of India. Naandi's activities include, education to underprivileged children with a specific focus on girl child education, improving livelihoods of small and marginal farmers through its farming practices, employable training and skill development programs to underprivileged youth, provision of safe drinking water to communities, etc

WHEREAS Naandi, in furtherance of its objectives and as a part of its skill development program to underprivileged youth, wish to build and enhance the employability skill set of the underprivileged youth/students in colleges under the Commissionerate of Collegiate Education in the State of Telangana.

WHEREAS the Commissionerate of Collegiate Education, in the State of Telangana, is desirous of engaging in employability skill building program of the underprivileged youth/students in Government Degree Colleges at undergraduate and post-graduate levels, in the State of Telangana.

WHEREAS both the parties having recognised each other's intention of supporting the underprivileged youth / students, studying in Government Degree colleges in the State of Telangana have decided to work together in the space of employability skill development initiative.

WHEREAS both the parties have decided to reduce the mutually agreed terms and conditions into writing

#### NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

#### I: The employability skill development program (MPC)

- 1.1 The program shall be carried out in Government Degree and PG Colleges, in the State of Telangana. A list of such colleges/institutes is given in Annexure I enclosed herewith which is a part of this MOU.
- 1.2 The beneficiaries/students shall be the underprivileged students studying in the final semester under this program in Government Degree and PG Colleges, in the State of Ielangana.
- 1.3 The skilling program shall be for a duration of 40 hours or as the case may be decided mutually by the parties.
- 1.4 The program shall include Soft-Skills, Communication Skills, Life Skill and Interview preparations for the beneficiaries under employability skill development program. The

- beneficiaries may be trained in any other skill set, as mutually decided by both the parties, that improves their employable skill and livelihoods.
- 1.5 The first party or the respective college/institute/university shall select the beneficiaries/students for the said program.

#### II: Obligations of the First Party

- 1.1 Ensure that the necessary infrastructure like well-equipped class rooms are made available where the program shall be implemented.
- 1.2. Ensure that each of the selected colleges/ Institutes identify one resource person from their faculty to co-ordinate between the beneficiaries/students, the Institute management and the second party. Contact details of such identified resources shall be with the rest of the team.

#### III: Activities of the Second Party (Naandi):

- 1.1. Prepare content that will be most effective in training the beneficiaries/students.
- 1.2 Provide the first party a detailed Course Schedule containing curriculum and day wise lesson plans of courses to be conducted
- 1.3 Ensure that well-trained trainers are identified for each Institute to ensure overall success of the Project.
- 1.5 Monitor the program by conducting periodic assessments to ensure that the trainers do a quality job.
- 1.6 At periodic intervals, give a narrative report to the first party with the challenges met, opinion about the program, suggestions for improvement and feedback from the trainees. Similarly, parameter-based impact evaluation report shall be prepared by second party and submitted to first party periodically on completion of trainings for all students. A consolidated impact report shall be submitted on evaluating impact at project intervention level.

#### IV. TERM:

The MoU will be effective for a period of twelve months from the date of signing. The MOU may be extended on mutually agreed terms for a further period of one year or for such other period as mutually agreed by parties.

#### V. Free of Cost:

The Program is free of cost. Naandi shall not charge any fees on whatsoever account/name either from the students or the Commissionerate of Collegiate Education - Telangana or its affiliated institutions, for conducting the aforesaid program.

#### VI. Certification:

Certificates shall be awarded by Naandi to the students on successful completion of the training and clearing of the assessment held post completion of the program.

#### VII. General Terms

#### Amendments to the MoU:

No amendment or modification of this MoU shall be valid, unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modifications/changes shall be effective from the date on which they are made/executed, unless otherwise agreed to.

#### Compliance with laws, statutes, rules and regulations of Government / local authority:

Both the parties shall comply with all laws, statutes and rules & regulations of Central and State Governments or Local authorities that may be applicable from time to time as required under this MoU.

#### Termination:

Commissionerate of Collegiate Education, Telangana State, shall have the right to terminate the MoU, in case if the Naandi fails to fulfil their obligations as mentioned in the MoU, or violates any of the clause mentioned in the MoU.

#### Assignment:

Naandi shall not be entitled to assign any of its rights, benefits or obligations under this MoU without written consent of the Commissionerate of Collegiate Education, Telangana State.

#### Relationship:

Nothing contained in this MoU will be construed as creating any agency, partnership, joint enterprise or other similar relationship between the parties. Neither party will have authority to contract for or

bind the other inany manner whatsoever. This MoU confers no rights upon either party except those expressly granted herein, and does not confer any right upon either party to make any representation or commitment on behalf of the other.

#### Confidentiality:

The parties shall severally take care to ensure that the information provided by the other party remains confidential and further agree not to use the Confidential Information for any purpose other than the purpose for which it is intended.

The parties shall not disclose any Confidential Information to anyone other than the employees of either organization who need to know the Confidential Information.

IN WITNESS WHEREOF this MoU has been executed by the duly authorized representative of each Party on the day, month and year first above written.

For Commissionerate of Collegiate Education, Telangana State

(Signature)

Name: B. Swamy

Designation: Joint Director

For NAANDI FOUNDATION

(Signature)

Name: Ms. Sushmita Roy

Designation: State Head-Mahindra Pride Classroom

16/11/18.

Project, Naandi Foundation, Telangana.

Witness 1: Dr P. Bata Bhaskar

Academic Guidance Officer

CCETS, Telangana

Witness 2: Mr. E. Purna Chander

MIS officer, Mahindra Pride Classroom Project

Naandi Foundation, Telangana.