

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 -

1. 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.
2. 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

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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:





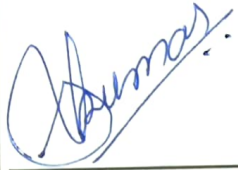

- (i) To each other, the other's employees, officers, managerial personnel or any person, involved in the management and administration of each entity;
 - (ii) To any person(s) who are the subject of the initiatives/collaboration stated in this MoU, including any trainees or their relatives, friends, people accompanying them, etc;
 - (iii) To any governmental official or employee (including employees of a government corporation or public international 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 failure 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.

For Commissioner of Collegiate Education, Telangana - Hyderabad	For ICICI Foundation For Inclusive Growth
 	 
Name: G. YADASIRI Designation: RID CCETS	Mr. Suketu Kumar Head Operations – South & East

Witness: Witness:


(S.V.S.T. CHARY)
AGG, D/o CCE.


S G IOUTH
GENERAL HEAD