



## **Memorandum of Understanding (MOU)**

**Between**

**Miles Education Private Limited**

**And**

**Commissionerate of Collegiate Education, Telangana**



## **Memorandum of Understanding (MOU)**

**Between**

**Miles Education Private Limited**

**And**

**Commissionerate of Collegiate Education, Telangana**

This Memorandum of Understanding ("MOU") is entered into and effective as of 20<sup>th</sup> Feb 2019, by and between:

**Miles Education Private Limited**, a Private Limited Company duly incorporated and registered in India under the Companies Act, 2013, bearing Corporate Identification No. U22219TG2011PTC076218 and having its Registered Office situated at Ground -1 Floor, JST - Silicon Towers, Kondapur, Hyderabad 500084 (hereinafter referred to as the "**Miles**")

**And**

**Commissionerate of Collegiate Education**, Hyderabad having its registered office at 3<sup>rd</sup> Floor Vidya Bhavan, Opposite to Latha Talkies, Nampally, Hyderabad-500001 and hereinafter unless the context otherwise requires be referred to as "**CCETS**".

### **Whereas:**

- A. Miles Education up skills students and professionals across the world to help them be future-ready and enable their career progression. Founded by Harvard and Stanford alumni, Miles provides training towards globally recognized certifications in finance and accounting, digital marketing, leadership and strategy, business analytics, and emerging technologies. Furthermore:
  - a. Miles is a Platinum Approved Course Provider with the Institute of Management Accountants, U.S. (hereinafter referred to as "IMA") to provide U.S. CMA (Certified Management Accountant) training.
  - b. Miles is a Registered Course Provider with the American Institute of Certified Public Accountants, U.S. (hereinafter referred to as "AICPA") to provide U.S. CPA (Certified Public Accountant) training.
  - c. Miles is the Platinum Approved Training Partner with Wiley to provide training for Wiley Certified Business Analyst (WCBA).
  
- B. Miles has promoted CareerGraph which is a bridge between the academia and the industry. On the CareerGraph.com platform, students get an opportunity to "experience" and work on projects from companies as part of their "learning".

- C. The Parties share the common interest of providing holistic learning and education opportunities for students to engage in project-based learning to enhance their future career prospects.

Miles 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.

### **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 between the academia and the industry. On the CareerGraph.com platform, students get an opportunity to "experience" and work on projects from companies as part of their "learning".

**Role and scope of cooperation:** The Parties agree to, in the spirit of mutual cooperation, use 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 Responsibilities of CCETS –**

- a) CCETS will recommend and encourage all Government Degree colleges to engage their students in project-based learning on the CareerGraph platform, and motivate its faculty to effectively mentor and evaluate their respective students.
- b) CCETS would recommend and encourage all the Government Degree colleges under them to work with Miles to offer globally recognized international professional programs including U.S. CMA, U.S. CPA, Digital Marketing and Wiley Certificate in Business Analytics to their students

#### **2.2 Responsibilities of Miles – Miles will award CCETS the status of "CareerGraph Partner Institution" wherein:**

- a) Miles will provide free access to all the students studying in Government Degree colleges under CCETS to the multi-sector, multi-functional and multi-dimensional projects on the CareerGraph.com platform.
- b) Faculty members of all the Government Degree colleges under CCETS will be provided free faculty login access and they would be able to mentor GDCs students and evaluate their projects directly on the CareerGraph platform.

- c) All Students Government Degree colleges under CCETS will have an option to enroll for value-added "Pre-Internship" by paying nominal fee born by the students. Under this option, CCETS students will be provided access to insights from industry, additional evaluation of their project by CareerGraph and Industry experts, a verifiable certificate and increased opportunity for internships.

### **Article 3**

#### **Intellectual Property**

- 3.1 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.
- 3.2 All Intellectual Property brought-in/used by Miles for any of the activities/projects undertaken under this MOU shall belong to Miles at all times.
- 3.3 The Materials provided by Miles are protected by copyright, including without limitation by Copyright Law and other applicable laws in India.
- 3.4 CCETS will not reveal, make use of or commercialize any of the confidential information provided by Miles either during the currency or after termination of the related Agreement for a period of 3 years.
- 3.5 Miles will retain the right of ownership to all the Intellectual Property Rights.
- 3.6 CCETS shall not use Intellectual Property that is in any way based on the systems, processes, protocols, propositions and models of Miles, even though CCETS may have amended and added to the foundation Intellectual Property.
- 3.7 The data of the students should not be shared to anyone without the permission of CCE other than for the project for which the students have registered.

### **ARTICLE 4**

#### **General Provisions**

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

All Notice/s to be given under this MoU shall be delivered either by (1) Registered Post, or (2) by Courier Service, or (3) by electronic mail to the applicable Party at the contact details indicated below:

**Miles:**

Name: Miles Education Private Limited

Attention: Mr. Michael Wagner

Designation: Associate Vice President-Pan India

Address: Ground -1 Floor, JST - Silicon Towers, Kondapur, Hyderabad  
500084

Email: [michael.wagner@mileseducation.com](mailto:michael.wagner@mileseducation.com)

**CCETS:**

Name: Commissionerate of Collegiate Education

Attention: Sri B SWAMY

Designation: Joint Director

Address: 3<sup>rd</sup> Floor Vidya Bhavan, Opposite to Latha Talkies, Nampally,  
Hyderabad-500001

Email: [commissioner.tgce@gmail.com](mailto:commissioner.tgce@gmail.com)

4.2 This MOU references good faith efforts by both CCETS and Miles and is an 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.

4.3 Term and Termination:

The Terms and Conditions agreed under this MOU shall commence on 20<sup>th</sup> Feb, 2019 and shall remain in effect for 3 years or until terminated, whichever is earlier.

This MoU may be terminated by either of the Parties by giving not less than 3 months' notice in writing to the other Party.

4.4 Applicable Law: The construction, interpretation and enforcement of this MOU shall be governed by the laws of India. The courts of Hyderabad shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be Hyderabad, India.

4.5 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.

4.6 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.

4.7 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.

- 4.8 **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.

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

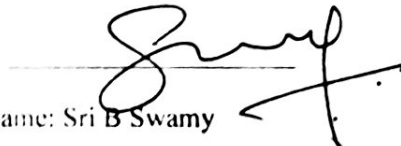
For Miles Education Private Limited      For Commissionerate of Collegiate Education,  
Telangana



Name: Kiran Venkat Janam

Designation: Regional Manager- IR

Date: \_\_\_\_\_



Name: Sri B Swamy

Designation: Joint Director

Date: \_\_\_\_\_



MEMORANDUM OF UNDERSTANDING BETWEEN

COMMISSIONERATE OF COLLEGIATE EDUCATION -  
TELANGANA (CCETS)

AND

INDIA MATTERS FOUNDATION

This Memorandum of understanding (herein after referred to as "MoU") is entered into by and between

**Commissionerate of Collegiate Education**, Hyderabad having its registered office at 3<sup>rd</sup> floor, Vidya Bhavan, opposite Latha Talkies, Nampally, Hyderabad-500001 and herein after unless the context otherwise requires be referred to as "CCETS"

As FIRST PARTY

And

**India Matters Foundation**, an apolitical, autonomous, registered Public Charitable Trust and non-profit organisation established under the Trust Act and yet to obtain the registration under section 12AA of Income tax Act (Under Process). It is represented by its Managing Trustee Mr. Vijay Kumar Nair having their office at E1, 80 Nungambakkam high road, Chennai-600034, Tamil Nadu and herein after unless the context otherwise requires be referred to as "IMF"

As SECOND PARTY

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

### **Introduction**

- A. Whereas CCETS is a non-profit organisation created by the Government of Telangana to promote education, giving special attention to backward and rural areas. It aims to strengthen education at under graduation level especially for underprivileged sections of the society.
- B. India Matters Foundation is an autonomous public charitable trust and non-profit organisation working with an objective of youth development through its charitable activities.
- C. Whereas IMF in furtherance of its objective, engages in establishing "Global Education and Careers Forum" a leading professional consortium. The consortium comprises of Government agencies, NGOs, and Educators in India & abroad who share the common vision of empowering youth with globally demanded skills, knowledge and experiences to be successful in the 21<sup>st</sup> century's Global Market Place. The consortium works to facilitate exchange of views, knowledge and skills between educators from different countries.



D. Whereas Commissionerate of Collegiate Education, in the State of Telangana is desirous of engaging in career guidance, overseas education counselling services and employability skill enhancement initiatives, for the students pursuing under graduation in Government Degree Colleges in the state.

E. The parties share the common interest of engaging in career guidance, overseas education counselling services and employability skills building programs for the students pursuing under graduation in Government Degree Colleges in Telangana.

IMF 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.

### **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 mutual cooperation between the two parties in the space of career guidance, overseas education counselling services and employability skills enhancement initiatives and creation of platform for students to interact with global forums to showcase their skills and knowledge.

**Roles and Scope of cooperation:** The parties agree to, in the spirit of mutual cooperation, use the best efforts towards fulfilment of their respective obligations in achieving the purpose of this MoU.

#### **2.1 Responsibilities of CCETS**

- Will recommend and encourage all Government Degree Colleges working under its ambit to partner with "Global Education and Careers Forum".

- Will recommend and encourage all Government Degree Colleges under its purview to motivate their final year students to make use of the "Global Education and Careers Forum platform to enhance their global employability skills.
- Ensure that the necessary infrastructure like well-equipped class rooms and auditoriums are made available to facilitate selection and mentoring programs by Global Education and Careers Forum.
- Identify and nominate faculty who will work with international partners of the forum in organising various activities such as competitions.
- Extend support in inviting speakers from higher offices and media who share the vision of enhancing employability skills in students pursuing under graduation.
- Extend support in conduct of Global Education and Careers Forum activities in GDCs without affecting the normal academic work in the college.

## **2.2 Responsibilities of IMF**

Through Global Education and Careers forum, IMF will

- Design, structure and organise student & faculty centric seminars, workshops and competitions that help enhance the skills and knowledge of students to meet the global bench-mark.
- Organise selections to identify suitable students who are interested in pursuing higher education in international universities.
- Introduce the selected students to the concepts of global work and study skills through international seminars and one-to-one mentoring.
- Mentor selected students by organising soft skills development work shops and in the area of cross-cultural communication skills as required.
- Organise Inter College and Interstate competitions which provide a platform to the students to showcase their abilities.
- Organise Faculty Development Programmes to the nominated faculty who will be overseeing the said project in their respective colleges.
- Organise webinars on topics related to "Employability Trends in specific subject areas" in association with international universities.
- Organise international summit titled "Global Education and Careers Summit, consisting of panel discussions, Familiarisation trips and other suitable engagements for heads of educational institutions to engage with international educators.

- Organise events for students to meet International educators which will help them explore higher education opportunities.
- Provide promotional materials where ever necessary.
- Issue appropriate certificates to the participants.

### **ARTICLE 3**

#### **Term**

The MoU will be effective for a period of three years 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.

### **ARTICLE 4**

#### **Financial liabilities**

The program is free of cost. India Matters Foundation and / or Global Education and Careers forum 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.

However, students who get selected to pursue higher education in foreign universities will have to pay the Tuition fee and Application fee as mentioned in their admission letter directly to the University concerned.

### **Article 5**

#### **Confidentiality**

- 5.1 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.
- 5.2 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.
- 5.3 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 6**

## **Intellectual Property**

- 6.1 Intellectual property means all systems, processes, procedures, propositions 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.
- 6.2 The materials provided by IMF and "Global Education and Careers Forum" are protected by copyright, including without limitation by copyright Law and other applicable laws in India.
- 6.3 CCETS & IMF will not reveal, make use of or commercialize any of the confidential information provided by IMF/CCETS either during the currency or after termination of the related Agreement for a period of five years.
- 6.4 IMF will retain the right of ownership to all the Intellectual Property Rights. CCETS shall not use intellectual property that is in any way based on the systems, processes, protocols, propositions and models of IMF, even though CCETS may have amended and added to the foundation Intellectual Property.
- 6.5 The data of the students should not be shared to anyone without the permission of CCETS other than for the project for which the students have registered.

## **ARTICLE 7**

### **General Provisions**

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

All notice/s to be given under this MoU shall be delivered either by (1) Registered Post, or (2) by Courier Service, or (3) by electronic mail to the applicable Party at the contact details indicated below:

#### **Contact from IMF:**

Name : India Matters Foundation  
Attention : Sri. Vijay Kumar Nair  
Designation : Managing Trustee

Address : 40A, Nungambakkam High Road, High Towers, Nungambakkam, Chennai-600034  
Email ID : [vijayn@imfoundation.in](mailto:vijayn@imfoundation.in)  
Contact Number : 9840022612

**Contact from CCETS:**

Name : Commissionerate of Collegiate Education  
Attention : Sri. B. Swamy  
Designation : Joint Director  
Address : 3rd Floor Vidya Bhavan, Opposite to Latha Talkies, Nampally, Hyderabad-500001  
Email ID : [comm-ce@telangana.gov.in](mailto:comm-ce@telangana.gov.in)  
Contact Number : 040-24745021

7.2 This MoU references good faith efforts by both CCETS and IMF and is an 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.

**7.3 Terms and Termination:**

The terms and conditions agreed under this MoU shall commence on the date of signing and shall remain in effect until terminated.

This MoU may be terminated by either of the Parties by giving not less than 3 months' notice in writing to the other Party.

7.4 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.

7.5 Applicable Law: The construction, Interpretation and enforcement of this MoU shall be governed by the laws of India. The courts of Hyderabad

shall have jurisdiction over any action arising out of this MoU and over the parties, and the Venue shall be Hyderabad, India.

7.6 This MoU supersedes all prior oral or written communications, discussions and representations communicated between the parties hereto in respect of the subject matter of this MoU.

7.7 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. Any notice sent by e-mail/ post will be effective on the date of receipt.

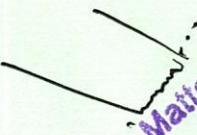
7.8 Severability: Should any portion of this MoU be judicially determined to be illegal or unenforceable, the remainder of the MoU shall continue in full force and effect, and either party may renegotiate the terms affected by the Severance.

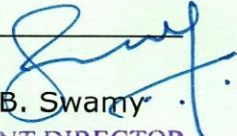
7.9 Third party Beneficiary Rights: The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MoU shall not be construed so as to create such status. The rights, duties and obligations contained in this MoU shall operate only between the parties 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.

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

**For IMF, Chennai**

**For Commissionerate of  
Collegiate Education, Telangana**

  
Name : Sri. Vijay Kumar Nair  
Designation : Managing Trustee, IMF  
Date : 20-6-2019

  
Name : Sri. B. Swamy  
Designation : Joint Director  
Date :  
JOINT DIRECTOR  
Commissioner of Collegiate Education  
Government 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<sup>th</sup> 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.



## **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 [www.hiremee.co.in](http://www.hiremee.co.in), 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 [www.hiremee.co.in](http://www.hiremee.co.in) for Students and Recruiters to find the best students for jobs.

By

*[Signature]*





- 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 [www.hiremee.co.in](http://www.hiremee.co.in) among students, colleges and universities by providing the required materials.

### **ARTICLE 3 Confidentiality**

- 3.1 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.
- 3.3 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.
- 4.2 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.



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

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

- 5.1 Both Parties agree to maintain at all times, a one-point contact for undertaking 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:**

Name : D. Gowri Shanker  
Contact No. : +91 9121006017  
Email ID : [gowrishanker.d@hiremee.co.in](mailto:gowrishanker.d@hiremee.co.in)

##### **Contact from CCE:**

Name : M. Sundara Murthy  
Contact No. : +91 9652379064  
Email ID : [tskcac@gmail.com](mailto:tskcac@gmail.com)

- 5.2 This MOU references good faith efforts by both CCETS and HireMee and is an 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.



- 5.3 **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.
- 5.7 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.
- 5.8 **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.
- 5.9 **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.



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

Commissionerate of Collegiate Education,  
(CCETS) Telangana,

For HireMee

Authorized Signatory

Name: B. Swamy

Position: Deputy Director, CCETS

Date: 06-06-2018

Authorized Signatory

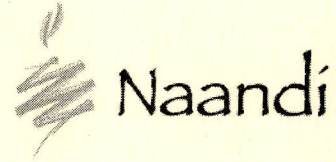
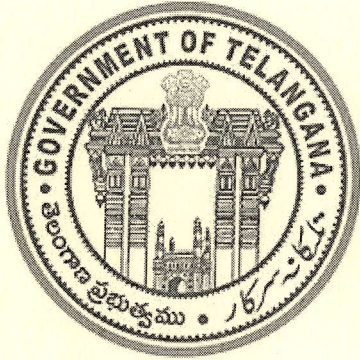
Name: Sh. Chockalingam Valliappa

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 Iyer, 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 underprivileged 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 Telangana.
- 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

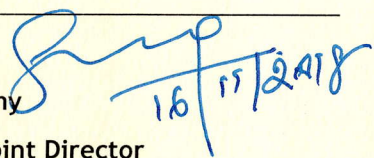
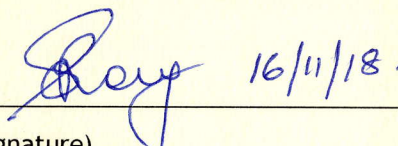
bind the other in any manner whatsoever. This MoU confers no rights upon either party except those expressly granted herein, and does not confer any right upon either party to make any representation or commitment on behalf of the other.


**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.

<p><b>For Commissionerate of Collegiate Education, Telangana State</b></p> <hr/> <p>(Signature)  Name: B. Swamy Designation: Joint Director</p>	<p><b>For NAANDI FOUNDATION</b></p> <hr/> <p>(Signature)  16/11/18. Name: Ms. Sushmita Roy Designation: State Head-Mahindra Pride Classroom Project, Naandi Foundation, Telangana.</p>
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Witness 1: Dr P. Bata Bhaskar  
Academic Guidance Officer  
CCETS, Telangana

 16/11/18  
Witness 2: Mr. E. Purna Chander  
MIS officer, Mahindra Pride Classroom Project  
Naandi Foundation, Telangana.