



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Shri Vaishnav Institute of Management,
Indore, Madhya Pradesh

AND

Global Talent Track Foundation,
Pune, Maharashtra.

This Memorandum of Understanding is made on 02/08/2021

Shri Vaishnav Institute of Management, Indore, having its Registered Office at Indore. Hereinafter referred to as "SVIM Indore" (Which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the **First Part**,

AND

GTT Foundation a Non-Profit Organization registered to have its registered office at 10, Talera Park, Kalyani Nagar Pune-411014. As part of Barclay's CSR initiative, Barclays has decided to skill unemployed youths as per the industry requirement. Barclays has decided to partner with GTT Foundation in this initiative. GTT would be executing the Soft Skill training program under this initiative. Hereinafter referred to as "GTTF" (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the **Second Party**.


Director
Shri Vaishnav Institute of Management
INDORE (M.P.)

WHEREAS:

1. **SVIM Indore** is a self Finance Institute affiliated to **Devi Ahilya Viswavidyalaya, Indore.**
2. **GTT Foundation** is engaged in the field of education & employability domain that provides training to the students as part of their CSR activity
3. **SVIM Indore** and **GTTF** are willing to enter into a Memorandum of Understanding (MOU) for the skills enhancement training program for the students of the **SVIM Indore** through the technology platform or other face to face initiatives.

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

1. Objective:

The objective of this MOU is to enable students of **SVIM Indore** access to resources that would enhance their employability.

2. Period of MOU:

This MOU shall come into force and effect from the date of execution and shall remain valid for a period of Two years from such date after which the same may be reviewed by either party. However, if the same is not renewed this arrangement will be deemed terminated on the expiry of the said duration period.

3. Roles and Responsibilities of the SVIM Indore:

- a. The **SVIM Indore** shall be responsible to nominate one person with adequate accountability and responsibility to coordinate the engagement. The person so appointed would act as the single point of contact (SPOC) for the proposed initiative.
- b. The **SVIM Indore** shall provide venue in its premises for training of students by **GTTF**. The **SVIM Indore** shall share in its letterhead the details of the students who will attend the aforesaid training program with **GTTF** like name, program in which Candidate is studying, qualification (along with the expected year of completion) and other documents essential for **GTTF** training requirements.
- c. It would be the responsibility of the **SVIM Indore** to ensure that proper publicity of the Program is made among the students.

- d. To encourage the Students to register for the Program by informing them about the benefits of the program, this shall be explained by GTTF to the students.
- e. It would be responsibility of the SVIM Indore to ensure that the students adhere to training schedule.
- f. To provide all the support services and facilities to GTTF during the conduct of the said Training Program.
- g. To coordinate with GTTF and facilitate conduct of all the assessments including the assessment to be conducted by the external agency (if any) identified by GTTF, as per schedule agreed with GTTF.
- h. To assist GTTF in collecting the details of the students who have undergone the aforesaid training.

4. Roles and Responsibilities of GTTF:

- a. GTTF shall be responsible to provide access to employability enhancement related activities through blended learning model.
- b. GTTF will arrange for assessment of its own and also arrange external assessment as required.
- c. GTTF will facilitate placement of students with their client/ customer companies in suitable positions and also recruit for their own requirements.
- d. GTTF to adjust its training taking into account curriculum schedule and other activities of the SVIM Indore

5. Other Terms and Conditions:

Following are the other terms and conditions of MOU:

- a. The students enrolled should complete the training as scheduled.
- b. Program Coordinator to be appointed by SVIM Indore.
- c. TPO's active support and participation is required for smooth & efficient conduct of the program.
- d. The GTTF shall not write/publish any material or use any logo/name of SVIM Indore in any of the publications without prior written consent and approval from SVIM Indore.

6. Commercial:

This life skills enhancement **training program** is free of cost. GTTF shall not charge any fees on whatsoever account/name from the students or the SVIM Indore for conducting the aforesaid training program. All arrangements including stay, travel, food etc. and remuneration for the trainers shall be made by GTTF at its own.

7. Certification:

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

8. Limitations and Warranties :

Both parties agree that it would be their endeavor to prevent any liability arising out of default or non-compliance of the MOU terms by the other party.

9. Termination:

- a. Both parties can terminate the MOU with a prior written thirty (30) day notice on default of terms or non-adherence to any condition or responsibilities by the other party as outlined in this MOU in case such default is not rectified within such 30 days.
- b. Both parties also agree that it would be their endeavour that despite any termination of the MOU, progress would continue, without any prejudice to the ongoing Training Programs, which would be without any hindrance and would be progressed for completion.

10. Entirety and Amendment:

This MOU contains the entire understanding between the Parties in relation to the Training Program, If during the operation of the MOU, circumstances rise which call for alteration / modification to this MOU, such alteration / modification shall be mutually discussed and agreed upon in writing. Such changes will be formalized in writing as an 'Addendum' to this MOU. Any changes/amendments to this MOU not in conformance to this section shall be deemed to be void-ab-initio.

11. Confidential Information:

Both parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the course(s) of performance.

12. Force Majeure:

Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this MOU be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. Provided however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MOU, such party shall give immediate notice to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

13. Non-Solicitation:

The MMTU agrees that during the term of this Agreement and for a period of two (2) years after the termination or expiry thereof, it shall not, directly or indirectly, employ, contract, solicit, hire or otherwise utilize the services of an existing employee of GTTF.

14. Jurisdiction and Arbitration:

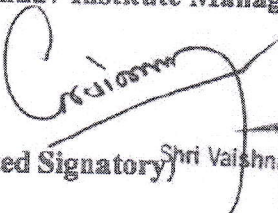
- a. In the event of any dispute or difference between the Parties hereto, the courts in Indore alone shall have exclusive jurisdiction to try any matter arising between the Parties here-to and accordingly both the Parties shall submit to the exclusive jurisdiction of courts in Indore.
- b. Any dispute arising out of, in relation to or in respect to this MOU shall be settled through mutual consultation and agreement, by the Parties to this MOU. In case a settlement is not arrived at within fifteen (15) days of reference, the dispute/s shall be referred to a sole arbitrator to be appointed in accordance to the Arbitration and

Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be Indore..

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as on the day, month and year first hereinabove written

On the behalf of

Shri Vaishnav Institute Management, Indore


(Authorized Signatory) **Director**
Shri Vaishnav Institute of Management
INDORE (M.P.)

Name: Dr. George Thomas

Designation: Director

Place: Indore

Date: 02-08-2021

Stamp:

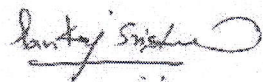
Witness:


1. Mr. Sachin Chalisgaonkar


2. Mr. Shivam Dubey

On behalf of

GTT Foundation Pune


(Authorized Signatory)

Name: Paalkaj Srivastava

Designation: State Head

Place: Pune

Date: 02/08/2021

Stamp:



Witness:

1.

2.


Director
Shri Vaishnav Institute of Management
INDORE (M.P.)