

2018-19

1	Squad InfoTech Pvt. Ltd. (CSIT)	Squad InfoTech Pvt. Ltd. (CSIT)	8th January 2018		Training/Guidance/Campus Preparation
2	Training and Placement	Techno serve	2018-2019	01/08/2018 To 30/03/2019	Placement



Rizvi Education Society's
RIZVI COLLEGE
OF ARTS, SCIENCE & COMMERCE

RIZVI EDUCATION COMPLEX, OFF. CARTER ROAD, BANDRA (WEST) MUMBAI - 400050
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Phone: 26480348 / 26004245 - Fax: 26497448

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made as of **1st August, 2018**

Between;

SQUAD Infotech Pvt. Ltd., Pvt. Ltd., a company incorporated in India and having its office at 'Nerul ,C-209,2nd Floor, Railway Station Complex, Nerul East Navi Mumbai, Sector – 10-A, Navi Mumbai Pin code- 400706 Maharashtra, India (hereinafter called "**SQUAD Infotech Pvt. Ltd.**," which expression unless it be repugnant to the subject or its context includes their successors and assigns) of the **FIRST PART.**

SQUAD Infotech Pvt. Ltd.,

And

Rizvi College of Arts, Science & Commerce, Bandra (West), Mumbai (here in after collectively referred as "**COLLEGE**" which expression unless it be repugnant to the subject or its context includes their successors and assigns) of the **SECOND PART COLLEGE** and **SQUAD Infotech Pvt. Ltd.**, are hereinafter individually referred to as "**Party**" and collectively referred to as "**Parties**"

Terms and Conditions:

1. Nature of Collaboration:

- This MoU is for collaboration between the parties for mutual benefit for the purpose of providing high end IT training / workshops to the students of the COLLEGE, in order to enhance the quality of the educational experience for students.
- This MoU shall be valid for one (1) year from the effective date and can be extended further for such period and on such terms and conditions as may be agreed between the parties.
- Both parties shall take all reasonable steps to ensure the successful completion of the collaboration and shall cooperate with each other in performance of their respective obligations.
- Both parties shall appoint one person as one point of contact for smooth execution of this MoU.

2. SQUAD Infotech Pvt. Ltd., shall provide:

- IT Training / Workshop to the students of COLLEGE under "**GEMS**" (**Global Employability Matrix** by SQUAD) for such courses as may be mutually agreed between the parties. Such training shall be conducted in the COLLEGE or at our Training Centre as per mutual understanding.

- The Training / Workshop shall be conducted as per the timing allotted by the COLLEGE or as per mutual understanding.

Following Training/ Workshop shall be conducted:

- 1) **Awareness and Career Guidance Sessions on Technical and Non-Technical fields shall be provided.**
- 2) **Hands on Training and Workshops on:-**
 - a) Selenium IDE.
 - b) Core Java and Advance Java.
 - c) .Net (Web site designing).
- 3) **To provide assistance, motivation & counseling to the COLLEGE students to appear for various International Certification Examinations.**
- 4) **Campus Preparation Program ('CPP') Placement Activity by SQUAD.**
 - Trainers/faculties for effective execution of high end training programs.
 - To provide assistance in arranging various technology seminars, workshops, high technology training programs for few hours / multiple days, by charging appropriate amount of fees as may be decided mutually from time to time.

3. COLLEGE Shall Provide:

- Necessary infrastructure including classroom, computers with necessary software & hardware configuration, Internet, Projector, Mic and such other facilities as may be required for the purpose of attainment of objective/purpose as stated above.
- Basic data base of students of the COLLEGE to SQUAD Infotech Pvt. Ltd., for promotion of courses of SQUAD Infotech Pvt. Ltd.
- Advertisement and publication support of the SQUAD Infotech Pvt. Ltd.'s courses to be conducted at the COLLEGE.
- To promote admission activities to its utmost to ensure sufficient number of admission at SQUAD Infotech Pvt. Ltd., for conducting training programs for COLLEGE students.

4. Mutual Obligations:

- This collaboration shall not be exclusive to both parties and shall not disallow each party from having similar collaboration with others. Except as expressly stated in this MoU, there shall be no obligation on any party to compensate the other in any manner or to make any claim.
- Nothing contained in this MoU shall be construed as resulting in the creation of a relationship of employer and employee or principal and agent between SQUAD Infotech Pvt. Ltd., and the COLLEGE. Either party is not authorized to make any representation, contract, or commitment on behalf of the other party without the prior written consent of other party.

5. Limitations and Warranties:

- Each party shall ensure that the other is not put to any liability for any act of the respective party under this MoU.
- Each party represents that they have full power and authority to enter into this MoU in general.

6. Revenue Sharing

SQUAD Infotech Pvt. Ltd., and COLLEGE shall share the revenue based on Agreement done for various courses as per college needs and demand.

7. General:

- Both the parties may receive information proprietary to other party (the "Confidential Information") in the course of performance of their obligations under this MoU. Confidential Information is not meant to include any information which (a) is publicly available (b) is rightfully received by the parties from third parties without accompanying secrecy obligations; (c) is already in either party's possession and was lawfully received from sources other than the parties or (d) is independently developed by the parties. The two bodies understand and acknowledge that the Confidential Information is valuable and confidential and agrees that it will at all times be kept in trust, to be disclosed only to such persons as have a "need to know" the same for the effective implementation of this MoU and that it will only be used by the parties for the benefit of others.
- Both the parties understand and agrees that all written or other tangible data and documentation developed or procured by the other party in performing its obligations under this MoU, whether in printed or electronic form, belongs to other party and that other party will have all rights, title and interest therein.
- Both parties shall not use the name and brand of the other party in any advertisement or make any public announcement without the prior written approval of the other.
- Both the parties agree that 'SQUAD Infotech Pvt. Ltd.,' is not bound on account of this MoU to recruit any fixed number of students from the COLLEGE.
- Each party shall be at liberty to terminate this MoU with a written notice period of one (1) month to the other party without any compensation and seeking legal redress. In the event of termination, each Party shall be required to pay forthwith any outstanding payments due to the other party and also complete all ongoing training programs.

8. Arbitration:

- Any and all disputes or differences between SQUAD Infotech Pvt. Ltd., and COLLEGE arising out of or in connection with this MoU or its performance shall, so far as it is possible, be settled by negotiations between the Parties amicably through consultation.
- Any dispute or difference arising out of or in connection with this MoU, which cannot be amicably settled within 30 (thirty) days, shall be referred at the request in writing of either Party to binding arbitration by a panel of 3 (three) arbitrators, one arbitrator each being

appointed by the SQUAD Infotech Pvt. Ltd., and COLLEGE and the third arbitrator being appointed in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The language of arbitration shall be English and the venue of arbitration shall be at Mumbai.

- Each Party shall bear and pay its own costs and expenses in connection with the arbitration proceedings unless the arbitrators direct otherwise.

9. Non-solicitation of Staff

During the term of this MoU and for a period of One (1) year after the expiration or sooner determination of this MoU, neither Party shall, either directly or indirectly and without the prior written consent of the other Party, (i) recruit, employ, hire or engage as an employee or consultant or contractor any employee of the other Party; or (ii) solicit, induce, entice or in any way encourage any of the employees or consultants or contractors of the other Party to terminate his relationship with the other Party.

10. Indemnification

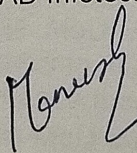

Both the Parties shall indemnify and hold each other harmless from and against any claim, loss, liability, or expense, including, but not limited to, damages, patent and trademark infringement, costs and reasonable attorneys' fees, arising out of or in connection with any acts or omissions of their agents or employees.

11. Modification

No amendment, modification or waiver of any provisions of this MoU shall be effective unless the same is in writing and signed or executed by both the Parties.

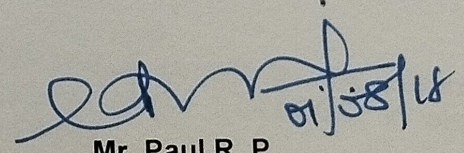
IN WITNESS WHEREOF, each of the Parties hereto has caused this MoU to be executed by its duly authorized representative on the day first here in above written.

For SQUAD Infotech Pvt. Ltd.,

Mr. Maneesh Jha
(Director)

For Rizvi College of Arts, Science & Commerce


Mr. Paul R. P.
Principal

Witness:

1.

2.



TECHNOSERVE

BUSINESS SOLUTIONS TO POVERTY

This document constitutes a Memorandum of Understanding (MoU) between Ashwattha Advisors Private Limited (AAPL) and Rizvi College of Arts, Science and Commerce Background

Ashwattha Advisors Private Limited (AAPL), which is a wholly-owned subsidiary of TechnoServe Inc. is conducting a "Campus to Corporate Careers (C2C) Program" for enhancement of employability and workplace skills for deserving youth.

1. In this connection, AAPL intends to be associated and work closely with Rizvi College of Arts, Science and Commerce to conduct employability training and career counseling sessions for the final year college students. This will include activities through the year, till students are placed 10-12 months after their final year examinations. Features of the program are as follows:
2. 80 hour program including Personal effectiveness (goal setting, interpersonal relationships), Personal Finance, Professional effectiveness (how to choose right career option, how to apply for job, tools-CVs, cover letter- etc.), Business communication (effective communication with co-workers and customers), Career Readiness (orienting students to jobs matching their skill sets and exposure to a career path) and Work Readiness (Professionalism, Work Ethics, Email Etiquettes, Workplace dynamics - etc.)
3. 80 hours of training will be delivered in class and few hours of additional training will be available to students on TechnoServe's proprietary online learning platform. The program also includes individual student counselling during the program, post training, pre-placement and also post placements.
4. There is no cost for students to attend the above mentioned training.
5. Each training batch size will be a maximum of 50 students. Sessions of duration 2 hours each to be conducted 5 days per week. Trainings to be conducted for 2 or more batches in one day through one TechnoServe trainer.
6. Counselling support is available on training days for providing career guidance to students who are enrolled in this program.
7. Students will be provided a certificate on successful completion of course with minimum attendance criteria of 90%.
8. Students will be further supported in job linkages and placements from the time of training completion till they are placed i.e. 6-10 months after their training is complete.
9. College is expected to support the successful training and placements of all students, should they take up this service with TechnoServe.

For this purpose, AAPL requires support of the college in the following areas:

1. Facilitating discussions and engagement with the 2019 current third year degree students and 2018 graduates wherever feasible. This involves the following:
 - a. Assistance in batch scheduling with ongoing final year classes.
 - b. Support in allocating batches (of 45-50 students approximately) per trainer for optimum utilization of resources and training effectiveness.
2. Infrastructure support for the following:



- a. Training facility (a training room where 50 students could be trained). Training methodology requires some space in the middle of the room for conducting student activities.
- b. Space for the career counsellor/ trainer who would be available in college on days of training.
- c. Availability of classroom to conduct refresher sessions as and when required.
- d. Projector and speakers on need basis which are required to conduct few video based sessions.
- e. Require college support to conduct a Parent engagement session in the college premises.
- f. Provide 100-200 students for training whom TechnoServe will screen.

Upon a request by AAPL for this support, Rizvi College of Arts, Science and Commerce has agreed to support and provide the appropriate assistance to AAPL, as mentioned below.

Based on the above, this MOU lays out immediate next steps to be taken by both parties.

AAPL agrees to -

1. Conduct Orientation sessions to make students are aware about the program and register their interest.
2. Engage with students and form batches based on selection criteria for conducting the training program.
3. Conduct the Campus to Corporate Careers Program in College premises.
4. Provide career counselling support to students enrolled in this program.
5. Facilitate further linkages with vocational training partners and employers for interested students.
6. Bi-weekly placement reports and monthly placement reports of students linked to job opportunities will be provided to the college once placement activities commence.
7. Helpline facility will be provided to the students to address their queries during training, post training and post placement.

Rizvi College of Arts, Science and Commerce agrees to -

1. Make classroom(s) available to train students in batches of 45-50, which should be ideal to cover 2 batches per day. If more students express interest for this period, we may create another batch after this batch. The classroom should be equipped with board and AV system when required.
2. Make table space available for career counseling.
3. Providing one contact point who could be approached for any support (student engagement) related to this program.
4. This MOU is neither a contract, nor is it legally binding in any way, nor does it commit any financial expenditure from or for either party.

Signed:

Name: Punit Gupta
Country Director,
TechnoServe
-----/-----/2019

Name: Dr. Anjum Ara M.K. Ahmad
Principal,
RIZVI COLLEGE
Rizvi College of Arts, Science and Commerce
26/11/2019