

Memorandum of Understanding

This Memorandum of Understanding is made at Pune on 10th day of July, 2018

BETWEEN

Global Talent Track Private Limited a Company incorporated under the Companies Act, 1956, having its Registered Office at 401, 4th Floor, Zero One IT Park, Ghorpadi- Mundhwa Road, Mundhwa, Pune-411036, Maharashtra, hereinafter referred to as "**GTT**" (which term shall so far as the context admits be deemed to mean and include its successors, administrators, executors and assignees) of the **First Part**.

AND

Cauvery College for Women located at Trichy hereinafter referred to as "**Cauvery college**" (Which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the **Second Part**,

WHEREAS:

1. GTT is a Training Partner associated with Barclays for providing training to the students under the Employability Program organised by Barclays as part of its CSR activity through its partners.
2. Cauvery College is an Educational institution affiliated to Bharathidasan University. The College offers various Graduate & Post Graduate Courses in B.Com, BBA, B.Sc, BCA and M.Com.
3. Cauvery College is willing to enter into a Memorandum of Understanding (MOU) with GTT to train its students under the aforesaid Barclays Employability Program for

~ 1 ~

Registered Office Address :- 401, 4th Floor, Zero One IT Park, Ghorpadi - Mundhwa Road, Mundhwa, Pune - 411036

Contact :- 020 - 66472300 | **www.gttconnect.com** | **CIN:-** U74999PN2008PTC132520

skills enhancement initiative through Career Clap, the technology platform and 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 train the students under the Barclays Employability Program, (hereinafter referred to as the "Training Program") to be conducted at the college premises. The training program is a Barclays funded program for the social cause.

2. Period of MOU:

This MOU shall come into force and effect from 10th July, 2018 and shall remain valid for a period of Five years from such date after which the same may be renewed upon mutual discussion between both the parties.

3. Roles & Responsibilities of the College:

- a. The College 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 College shall share the details of the students like name, email ID, contact details who are willing to undergo the aforesaid training program with GTT in the College Letterhead. The College further authorises GTT to share the above information with Barclays to get in touch with the students for updating them about various job fairs, placement drives etc, and to seek feedback of the program.
- c. It would be the responsibility of the College to ensure that proper publicity of the Program is made through College website.



- d. To encourage the Students to register for the Program by informing them about the benefits of the program.
- e. To provide all the support services and facilities to **GTT** during the conduct of the said Training Program.
- f. To coordinate with GTT and facilitate conduct of all the assessments including the assessment to be conducted by the external agency (if any) identified by GTT, as per schedule communicated by GTT.
- g. To provide GTT adequate documentation in confirmation of training and placement of students from the college including declaration of students trained and copies of offer letters issued to students placed.

4. Roles & Responsibilities of GTT:

- a. GTT shall be responsible to provide the training as per Training Program requirements and curriculum for delivery.
- b. GTT will arrange for assessment of its own and also arrange external assessment as required.

5. Other Terms & Conditions:

Following are the other terms and conditions of MOU:

- a. The students enrolled should complete the training as scheduled.
- b. The students should register online through Career Clap and appear for Assessments as required.
- c. Program Coordinator to be appointed by college
- d. TPO's active support and participation is required for smooth & efficient conduct of the program
- e. The College shall not write/publish any material or use any logos/names of GTT/ Barclays in any of the publications without prior written consent and approval from GTT.



6. Commercial:

This Training Program is free of cost. GTT shall not charge any fees on whatsoever account/name from the students or the College for conducting the aforesaid training program.

7. Certification:

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

8. Termination:

This MOU can be terminated by giving either party a written notice of 90 days. However, the obligations of the parties which have already arisen prior to the termination of this Memorandum of Understanding shall continue to survive.

9. Entirety & Amendment:

This MOU contains the entire understanding between the Parties in relation to the Training Program. If during the operation of the MOU, circumstances may 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.

10. Intellectual Proprietary Rights:

All intellectual or proprietary property and information supplied or developed by either Party shall be and remain the sole and exclusive property of the Party who supplied or developed same. Upon termination of this MOU and upon written request, the Party in receipt of the requesting Party's intellectual or proprietary property



and/or information pursuant to this MOU shall return such information to the requesting Party.

11. Confidential Information:

- a. 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 hereunder, save that which is inconsequential or obvious; Already in its possession other than as a result of a breach of this clause; or in the hands of the public other than as a result of a breach of this clause. In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.
- b. Both parties agree not to deal directly or enter into any business agreement with any of the partners or associates or customers of either party during the term of the agreement and also after the agreement have been terminated, not earlier than two years from the date of termination.

12. Force Majeure:

In the event of non-fulfilment of the contract terms and conditions due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., neither GTT nor College shall be held responsible for any loss.



~ 5 ~



13. Governing Laws, Jurisdiction & Arbitration:

- a) This MOU shall be governed by the Laws of India.
- b) In the event of any dispute or difference between the Parties hereto, the courts in Pune 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 Pune, Maharashtra.
- c) 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 Pune, India.

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

For Global Talent Track Pvt. Ltd



(Authorized Signatory)

Name: Gaurav Srivastava

Designation: Group Manager

Stamp:



For Cauvery College



(Authorized Signatory)

Name: Principal
Cauvery College For Women
Annamalai Nagar,
Designation: Tiruchirappalli-620 018.

Stamp:

