

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered on this March 22, 2022 at Mumbai by and between:

**Swayam Siddhi College of Management Studies & Research, represented by Dr. Anil Matkar, having its premise at Kalyan Road, Bhiwandi District, next to Sai Baba Temple, Thane, Maharashtra 421302**

And

**Teamlease Edtech Ltd**, represented by Mr Uditendu Bose- Vice President, incorporated under the provisions of Companies Act, 1956, having its registered office at 903, Western Edge II, Western Express Highway, Borivali (E), Mumbai – 400066.

## **1. Swayam Siddhi College of Management Studies & Research:**

- a. SSCM Institute is an institution of excellence in commerce and management by providing high quality education to inspire and transform young lives in the global community.

## **2. TeamLeaseEdTechLtd:**

- a. TeamLease Edtech is India's leading learning solutions company. TeamLease EdTech provides a modular multi-modal classroom model of learning that works across multiple classrooms - Online, Onsite, On-Job and Virtual to provide a seamless learning experience to the learner. TL Edtech has exclusive partnership with 40 of India's largest Universities across 16 Indian states, trains 3.5 Lakh students on its platform through 9 Indian languages, works with 4500 corporate in their up skilling/skilling initiatives and manages over 200 degree, diploma, certificate programs.

## **3. OBJECTIVE:**

- a. **Swayam Siddhi College of Management Studies & Research** desires to equip its students with the latest skills and help them improve their employability and industry readiness.
- b. In line with the Institution's stated objective, TeamLeaseEdTech proposes a comprehensive Skilling Program that would conduct customized training courses to its students.



#### **4. ABOUT THE PROGRAM:**

- a. **Swayam Siddhi College of Management Studies & Research** hereby confirms their intent to enter into an agreement to participate in TeamLeaseEdTech Certification Program.
- b. This Program focuses on enhancing the skills and improving their industry readiness, through structured training programs. Under this program, TeamLeaseEdTech will offer to the students of **Swayam Siddhi College of Management Studies & Research** a training program on Employability track.
- c. **TeamLeaseEdTech** will help the students with placement assistance post the completion of the certification program.

#### **5. Pedagogy and mode of delivery:**

- a. The Certification Program will be delivered by a Trainer in a Face-to-face session.

#### **6. BROAD TERMS OF AGREEMENT:**

- a. In consideration of the mutual promises contained herein, the parties hereto do hereby agree as follows:

##### **6.1 Responsibilities of TeamLeaseEdTech Ltd:**

- ⇒ Before commencement of Training, TeamLease will be sharing the course details
- ⇒ Before Commencement of Training TeamLease will share the session plan details
- ⇒ Delivery of face-to-face classroom teaching sessions at college campus.
- ⇒ Provide a Program Manager for the project as a SPOC.

##### **6.2 Responsibilities of Swayam Siddhi College of Management Studies & Research:**

- ⇒ The infrastructure including classrooms, labs & internet bandwidth, required for the education delivery shall be provided by the Institute.
- ⇒ Institute has to provide the student details for the creation of login credentials.
- ⇒ Institute has to provide one SPOC.
- ⇒ Training Schedule can be decided on a mutual consent. However, Institute/ College to confirm the training schedule 4 weeks in advance.

#### **7. Certificate:**

- ⇒ **TeamLeaseEdTech** will provide a Co-Branded Certificate containing the logo of the Institution to each student on successful completion of their Training Program.

#### **8. COMMERCIAL TERMS:**



- a. **Fee:** Swayam Siddhi College of Management Studies & Research will pay **Rs.30,000** / for 20 hrs program ( along with 10 hours practical session on mock interviews and training will complete within 10 days )of a batch.
- b. **Payment Terms:** Swayam Siddhi College of Management Studies & Research will pay 50% advance before the commencement of the Training Program and balance 50% to be paid after completion of training and before issuing the certificates.
- c. **Placement Assistance:** Placement assistance support will be provided by TeamLease EdTech for the students undergoing the certification program.

#### **9. AMENDMENTS TO THE MOU:**

- i. Any amendment/change to the terms of the MOU shall be valid only if the amendment/change is mutually agreed to and made in writing and executed by the authorized representatives/signatories of The College and TeamLeaseEdTech.

#### **10. DURATION AND TERMINATION OF MOU:**

- i. Duration of MOU: The MOU shall remain in force for a period of **3 (Three) years from the date of execution unless** terminated earlier by either of the parties or by mutual consent at least three months in advance.
- ii. The termination of this MOU shall not affect the implementation of the Program, already in session, under the MOU commenced prior to such termination.

#### **11. CONFIDENTIAL INFORMATION AND IP RIGHTS:**

- a. The parties may, from time to time, in connection with the MOU, disclose information, data, material, instructions, communications, the terms and conditions of business, whether in writing or oral or electronic form, which shall be maintained as strictly confidential information by the recipient thereof. Each shall use reasonable efforts to prevent the disclosure of any of the other party's confidential information to third parties during the Term of the MOU and for a period of one (01) year from termination of the MOU, provided that the obligation of the party receiving confidential information shall not apply to information that:
  - i. Is not disclosed in writing or reduced to writing and so marked with an appropriate confidentiality legend within thirty (30) days of disclosure;
  - ii. Is already in the recipient party's possession at the time of the disclosure thereof;
  - iii. Is or later becomes publicly known or part of the public domain through no fault of the recipient party, its agents or employees;
  - iv. Is received from a third party having no obligations of confidentiality to the disclosure party;
  - v. Is independently developed by the recipient party without access to the information;or



- vi. Is required by law or regulations to be disclosed.
- b. **Termination:** Either of the parties may terminate this MOU by issuing a notice in writing to either party, 3 months in advance.
- c. **Confidential Information:** All Confidential Information shall remain the exclusive property of Disclosing Party, and Recipient shall have no right to use Confidential Information except as provided herein. No patent, copyright, trademark or other proprietary right or license is conveyed by this MOU with respect to Confidential Information. At all times, the personal information of employees of The Client or former employees of The Client and any information in respect of such trainees, employees and associates association The Client i.e. employee identity cards, letters issued to trainees, employees and associates by the Client for enrollment under Program etc. shall be deemed to be confidential information and, notwithstanding anything contained anywhere, TeamLeaseEdTech shall be obliged to maintain the confidentiality of such confidential information in perpetuity.

## **12. INTELLECTUAL PROPERTY RIGHTS:**

- a. The Parties recognize that all third-party Intellectual Property Rights are the exclusive property of their respective owners and accordingly, they shall not perform any action that could potentially be construed by such third party as amounting to an infringement of such third party's Intellectual Property Rights. The Admissions Affiliate shall inform the Company of any third-party Intellectual Property Rights that may be required to perform the Services, required under the terms of this Agreement. Under such circumstances, TeamLeaseEdTech shall seek to procure appropriate licenses to use such Third-Party Intellectual Property Rights from the owner of such Third-Party Intellectual Property Rights, and shall solely bear the costs of such licenses.
- b. Both parties shall use names, trademarks, service marks, logos or other identifying marks of the other party in promotional or marketing materials, press release or other public announcement or advertisement, however characterized, with the other party's prior written consent.

## **13. INDEMNIFICATION AND LIMITATION OF LIABILITY:**

- a. Each Party shall indemnify and hold the other Party harmless from third party claims arising from or related to:
  - i. A breach of the terms of this Agreement; or
  - ii. A violation of any Applicable Law.
- b. The foregoing is, however, conditional upon the aggrieved party ("**Indemnified Party**") (i) notifying the party in breach ("**Indemnifying Party**") in writing and in detail without undue delay, (ii) authorizing the Indemnifying Party to conduct any judicial proceedings with such third party on its own, and (iii) providing the Indemnifying Party (at the expense of the Indemnifying Party) with any reasonable assistance so that the Indemnifying Party can defend such third-party claims.



- c. **LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary elsewhere contained in this Agreement between the parties, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages

**14. GENERAL:**

- a. This MOU constitutes the entire and only MOU between the parties in respect of administration of the Program, and all prior negotiations, representations, agreements, and understandings are hereby superseded. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.
- b. Each party shall be deemed to be and shall be an independent contractor of the other and neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.
- c. **NOTICES.** Any notice, direction, report or other instrument required or permitted to be given under this MOU by one Party to the other Party shall be in writing and shall be delivered personally, by facsimile, by courier, by email or by prepaid registered mail to such other Party at its address as indicated below:

For <b>Swayam Siddhi College of Management Studies &amp; Research:</b>	Kalyan Road, Bhiwandi District, next to Sai Baba Temple, Thane, Maharashtra 421302
For TeamLease EdTech Ltd:	TeamLease EdTech Ltd B-903, Western Edge 2, Western Express Highway, Borivali (E), Mumbai- 400066.

- d. Such notice, direction, report or other instrument shall be deemed to be given: (i) if personally delivered or couriered - on the date of delivery; (ii) if sent by facsimile with receipt acknowledged - on the day of dispatch if transmitted on a Business Day prior to 4:00p.m. local time at the place of receipt, or if transmitted after that time on the next Business Day; and (iii) if sent by email - on the date of receipt; (iv) if sent by prepaid registered mail - five (5) Business Days after the day of dispatch.
- e. A Party may change its address for service hereunder by giving notice to other Party.
- f. This MOU shall be governed by, construed by, and enforced in accordance with the laws in force in the Republic of India. The Parties accept and agree to submit to the exclusive jurisdiction of the Courts of Maharashtra.
- g. This MOU is executed in two sets each of which when so executed shall be deemed to be



an original and such counterparts together shall constitute one and the same instrument.

h. Pricing for Certification Program is as per Table A.

## **TO WHOM IT MAY CONCERN**

This is to certify that **Mr. Konkar Sagar Janardhan** has successfully completed the Internship Programme for Three months from May 2023 to June 2023 with (**Aditya Birla Sun Life Insurance Company**). During the period of Internship Programme we found his performance satisfactory. During the Internship Programme he was trained on various topics mentioned below

- Life Insurance
- Various Products of Insurance
- Port folio Management
- Fixed Deposit Analysis
- Recurring Deposit Analysis
- Share Trading
- Share Market Analysis
- Mutual Fund Money
- Laundering
- Taxation and Tax Deducted at Source

We wish him success in future endeavor.

Date : 6<sup>th</sup> July 2023

Place : Thane

For TEAMLEASE SERVICES LIMITED



(Authorized Signatory)

**TeamLease Services Limited., CIN No. U74140MH2000PTC124003**  
**BMTC Commercial Complex, 8th Floor, 80 Feet Road, Koramangala, Bangalore - 560095.**  
**Ph : (91-80) 33002345. Fax : (91-80) 33243001 www.teamlease.com**