MEMORANDUM OF UNDERSTANDING

1. THIS MEMORANDUM OF UNDERSTANDING (HEREINAFTER REFERRED TO AS ‘MOU’) IS EXECUTED ON THIS THE 25TH DAY OF SEPTEMBER, 2014

BETWEEN:

MINISTRY OF RURAL DEVELOPMENT, GOVERNMENT OF INDIA, having its Office at Aajeevika Skills, MoRD, GoI, India Habitat Centre, Core 5A, 2nd Floor, Lodhi Road, New Delhi-110003, represented by its authorized signatory Shri. Anil Subramaniam, working as Deputy Secretary, Aajeevika Skills, Ministry of Rural Development and hereinafter referred to as ‘PRINCIPAL’ (which term shall unless it be repugnant to the context or meaning thereof mean and include its administrators, successors and assigns) of the One Part,

AND:

“Amalgamated Bean Coffee Trading Company Limited(ABCTCL)”, a Company incorporated under the Companies act of 1956, having it corporate Office at Cafe Square, Vittal Mallya Road, Bangalore-560001 represented by its Head - HR, Shri. Sajan Cherian Varghese and hereinafter referred to as the “Champion Employer” (which term shall unless it be repugnant to the context or meaning thereof mean and include its successors in interest, subsidiaries, affiliates, group companies and assigns) of the Other Part.

WHEREAS:

a) The ‘Champion Employer’ has expressed its willingness to extend its national network of training facilities to train (in Soft Skills, English, Computer Skills and Hospitality Trades) and provide employment in its Company, to over One Lakh Youth between the age group of 18 to 35 Years, over a period of 5 (Five) Years with an intent to skill and hire a minimum of 10000 youth per annum in the initial two years.

b) The Champion Employer is also aware that the applications have to be made to Aajeevika Skills at Delhi and to respective States, to access funds under the guidelines of Aajeevika Skills, as may be applicable from time to time.

c) The Champion Employer is aware that the respective States and MoRD will award the projects based on norms applicable under Guidelines of Aajeevika Skills as may be applicable from time to time.

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2. PURPOSE OF MOU

a) The purpose of this MOU is to explore and create a Co-Branded Model in Training and offering employment to successful candidates as per the Certification Norms of Assessment by the Retailers Association Sector Skill Council of India (RASCI).

b) The MOU between the ‘Principal’ and Champion Employer is to express willingness to explore and create a sustainable model through Corporate Co-Branding, Training Methodology, Standardization, Course Curriculum, R & D Lab and building a replicable structure within the Guidelines of Aajeevika Skills.

3. CO-BRANDING UNDER THE MOU

a) Under this MOU the ‘Champion Employer’ will create Branding that will become a model for the corporate tie ups in the future. The Skill Training Center of the CHAMPION EMPLOYER will be named as “Café Coffee Day Aajeevika Skills Academy” which will have certification of Retailers Association Sector Skill Council of India.

b) The academy will allow its students to get Level one to Levels Four of Certificate over a period of 2 Years and every certificate will have a career progression and in two years a simple Trainee Team Member will raise to the level of a CAFÉ-IN-CHARGE.

c) All “Café Coffee Day Aajeevika Skills Academy” Certified member will wear a unique Name Badge with the academy name and his level of certification throughout their career which will create awareness to the public on the success of the academy and its goals to bring career progression.

d) “Café Coffee Day Aajeevika Skills Academy” will prepare all training materials with the Branding, Videos and PPTs, which will make the Trainees to feel proud to pursue academic certification which eventually will serve as a Diploma in QSR at the end of Two Years. The Trainee will Earn and also Learn during the two years and reach progression in Career.

e) “Café Coffee Day Aajeevika Skills Academy” will also conduct quiz, competitions to keep the Employees involvement and interest in growing with the organization.
4. TERM & CONDITION

a) The Term of this MOU shall be for a period of 5 Years, commencing from 25 September 2014 and ending on 24 September 2019 and on which date this understanding shall expire or be renewed by executing a fresh MOU.

b) Either of the parties hereto shall be entitled at its sole discretion to terminate this MOU, forthwith by giving 30 days notice to the other party, of its intention to terminate this MOU.

5. COMMUNICATION & CONFIDENTIALITY

a) All information disclosed by the Party to the other Party under this MOU and any related agreements and know-how and other confidential and proprietary information relating to the their Business (collectively “Confidential Information”), will be kept confidential by the Party receiving such information and will not be used by such Party other than in connection with this MOU and the related agreements, except with the expressed consent of the parties.

b) All notices, requests or other communications under this MOU shall be in writing and issued by Speed post/email to the other party’s address given above.

6. AMENDMENTS

a) No amendment or change to any provision of this MOU, nor consent to any departure by any Party from such provision, shall be effective unless it is made in writing and duly executed by or on behalf of both the Parties.

b) The Parties shall by mutual consent in writing by way of Supplementary MOU, carryout desired amendments, modifications and changes in this MOU. The Supplementary MOU shall be read Co-terminus and be part and parcel of this MOU.

7. MISCELLANEOUS

a) Nothing herein shall be taken to constitute a legal partnership between the Parties hereto, nor shall the Parties have the authority, by virtue of the execution and implementation of this MOU or otherwise, to bind or impose any obligations on the other Party in any other way other than explicitly set out herein.
b) This MOU may be executed simultaneously in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument

c) This MOU contains the entire understanding of the parties with respect to the subject matter contained herein and supersedes all prior understandings and undertakings, both oral and written, between the Parties with respect thereto.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands to these presents on the day, month and year first above written.

Signed Sealed and Delivered by the Within named “PRINCIPAL”
Represented by its Deputy Secretary,

Anil Subramaniam

In the presence of ... [Signature]
Head - [Title]

Signed Sealed and Delivered by the Within named “CHAMPION EMPLOYER”
Represented by its Head - HR,

Sajan Cherian Varghese

In the presence of ... [Signature]
TRAINEE TEAM MEMBER CAREER PROGRESSION

- Month 0-3 Induction
  Level 1 Certification

- Month 4-6 Inter Functional Projects

- Month 7-9 On the Job
  Level 2 Certification

- Month 9-15
  On the Job Learning Level 3 Certification

- Manage a Cafe / Independently
  Month 23-24
  Level 4 Certification

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