MEMORANDUM OF UNDERSTANDING

1. THIS MEMORANDUM OF UNDERSTANDING (HEREINAFTER REFERRED TO AS ‘MoU’) IS EXECUTED ON THIS 15 DAY OF JUNE, 2016

BETWEEN:

MINISTRY OF RURAL DEVELOPMENT, GOVERNMENT OF INDIA, having its Office at Rural Skills division (DDU-GKY), Ministry of Rural Development, 3rd Floor, Eastern Wing, 124 Janpath, New Delhi 110 001, INDIA, represented by its authorized signatory Shri. Anil Subramaniam, working as Deputy Secretary, DDU-GKY, 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:

“Safeducate Learning Private Limited”, a Company/ Organization incorporated/ registered under the Companies act of 1956 / 2013 / <Relevant Act>, having it Corporate/ Office at New Delhi represented by its authorized signatory, Divya Jain, 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) Principal is implementing a placement linked skill development program called the Deen Dayal Upadhyaya Grameen Kaushalya Yojana (DDU-GKY), which aims at alleviation of rural poverty through skill development and regular job placement for poor rural youth.
(b) Champion Employer has expressed its willingness to extend its national network of training facilities to train (in Soft Skills, English, Computer Skills and Hospitality and provide employment to rural poor youth.

(c) Champion Employer is also aware that the applications for new projects have to be made at central portal for DDU-GKY to access funds under DDU-GKY guidelines, as may be applicable from time to time.

(d) Champion Employer is aware that the respective States (in case of Action Plan state) and MoRD (in case of Year Program will sanction the projects based on norms applicable under Guidelines for the scheme as may be applicable from time to time.

2 PURPOSE OF MoU
TRAINING, PLACEMENT AND CAREER PROGRESSION UNDER THE MoU

(a) The MoU between the ‘Principal’ and Champion Employer Organization confirms that the Champion Employer Organization is committed to train at least 5000 candidates in 2 years and place at least 40% in ‘Captive Employment’ or Affiliate Companies, in terms of DDU-GKY Guidelines.

(b) Champion Employer commits to undertake skill training courses with a minimum duration of 6 months.

(c) Champion Employer confirms that the starting pay (Cost to Company) for all placements, under the ‘Champion Employer’ program, shall be at least Rs. 8000/- per month.

(d) Champion Employer commits to ensure that at least 50% of total placed candidates by it shall be able to draw a CTC of Rs. 15,000/- per month at the end of one year of placement.

[Signature]
(e) The Champion Employer makes a commitment to accredit 50% of its trainers deployed in a DDU-GKY project in Year 1 of project implementation, and ensure that all its trainers in the project are accredited by end of Year 2 of the project.

(f) The Champion Employer commits to assure availability of a clearly defined career progression pathway (up to the supervisory level) in 4 years to a candidate skilled under its DDU-GKY project.

IEC- CO-BRANDING UNDER THE MoU

(g) Under the MoU the Champion Employer will create co-branded training centers. Such Skill Training Centers will be named as "<Safeducate Learning-DDU-GKY Skills Academy>".

(h) The Champion Employer under this MoU shall undertake IEC (information, education and communication) campaigns which shall showcase the high quality and approach of training, training methodology, trainers, employment and career progression of candidates in its DDU-GKY project.

(i) All "<Safeducate Learning-DDU-GKY Skills Academy>" trainees shall wear a unique Name Badge with the academy name and her/his level of certification (as per the career path) in their employment.

(j) All "<Safeducate Learning-DDU-GKY Skills Academy>" will prepare co-branded training materials, Videos and PPTs.

(k) "<Safeducate Learning-DDU-GKY Skills Academy>" will also conduct various activities such as quiz, participative competitions, field trips and other activities to sustaining and increase the Trainees involvement, improve awareness of the program and increase aspiration.

[Signature]
5. TERMS & CONDITIONS
(a) The tenure of this MoU shall be for a period of 2 Years, commencing from 15 June 2016 and ending on 14 June 2018.
(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. Upon termination of the MoU all confidential information shall be returned to the respective owning party and each party shall not showcase, use, promote, represent, co-brand or communicate any such arrangements or agreements under this MoU.

6. 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.

7. 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.

[Signature]
(b) The Parties may by mutual consent in writing by way of Supplementary MoU, carry out desired amendments, modifications and changes in this MoU. The Supplementary MoU shall be Co-terminus and be treated as part of this MoU.

8. 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 counter parts, 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.

(d) The Champion Employer is aware that the signing of this MoU does not automatically entitle him to project sanction, for which it shall have to duly apply and be appraised in terms of DDU-GKY Guidelines and procedures there under.
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 Authorized Signatory

Anil Subramaniam

In presence of:
1. K. Kalyana Raman

2. Shashi Lal

Signed Sealed and Delivered by
the
Within named “CHAMPION EMPLOYER”
Represented by its Authorized Signatory

Divya Jain

In presence of:
1. Prithish Sah
   Head- Corporate HR
   Safexpess Private Limited

2. Gaurav Srivastava
   Head-Business Development
   Safeducate Learning Pvt.Ltd