

CYIENT

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INSTITUTIONS
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MEMORANDUM OF UNDERSTANDING

Between CYIENT LIMITED and

Guru Nanak Institutions, Ibrahimpatnam

This Memorandum of Understanding (MoU) is executed on this 4th day of December, 2018 between:

Cyient Limited represented by its **Ramanand Puttige, Vice President – Human Resources and Head – Global Talent Acquisition**, having its registered office at 4th Floor, 'A' Wing, Plot No. 11, Software Units Layout, Infocity, Madhapur, Hyderabad 500081, Telangana State, India, hereinafter called **First Party**

and

Guru Nanak Institutions, Ibrahimpatnam, represented by its **Dr. H. S. SAINI**, Director hereinafter called **Second Party**

1. OBJECTIVES OF THE MoU

The objectives of this MoU is to empower the students of <College/Institution> with technical skills, behavioural competencies and industry-process oriented and enable them successful industry-ready, future-proof, deployable fresh talent enhancing their employability.

In order to help students acquire the required skills and to this intent, both parties propose to create a Train and Hire model by working together investing concerted collaborative efforts.

Sharing knowledge and capability and become trusted partners in the area of knowledge enrichment for mutual benefits.

2. PROPOSED TIMEFRAME

While both parties look forward for a long term relationship turning into win-win approach, the said agreement shall be in force and effect from the date of execution for an initial term of one (1) year and thereafter may be renewed every year on mutually agreed terms with reference to a periodic review. However, if the same is not renewed this arrangement will be deemed terminated on the expiry of the said duration.

Roles and Responsibilities of First Party:

1. Cyient shall shortlist the students through a rigorous selection process and share the list of shortlisted campus hires to undergo the training at the respective nodal centres.
2. Cyient shall share the detailed training curriculum, including day-wise schedule for each training track for which the campus hires need to undergo the training. Cyient shall share expected key learning outcomes of each training programme separately.
3. Cyient shall identify and validate the training partners /software trainers and support the college/institute in finalizing the indicative rate cards
4. Cyient shall monitor the performance of the identified campus shortlists by conducting necessary pre, periodic and post assessments at regular intervals. Representatives of Cyient shall visit the nodal centres with or without prior intimation to the colleges/institutes/campus shortlists.
5. To ensure Cyient way of imparting training and make the trainers conversant with the course material, Cyient will guide the identified training partners/college/institute. The Subject Matter Experts (SME's) and Technical team of Cyient will visit the nodal centre whenever and wherever required based on the convenience.
6. The colleges/institutes may recruit additional faculty for the T&H Program provided the SMEs of Cyient approves them.
7. Cyient will contribute both directly and indirectly for the success of the proposed T&H program. Assessment mechanism shall be strictly followed. All the students who fail assessment will have to further undergo a make-up/remedial classes at Cyient/Nodal centres. Cyient will not pay any additional cost incurred in this regard either to the college/student/training agency.
8. Cyient shall nominate SPOC(s) from their Learning and Development wing to guide, support, for program management and liaison with the SPOCs identified by the College/Institute.
9. Cyient shall issue a Provisional offer (PO) to the students who clear aptitude test, technical test, technical interview and HR interview. PO will enable a student to secure admission into a training programme.
10. Post Training, the successful students will be awarded with a certificate, jointly signed by both Cyient and College/Institute.
11. Final selection of campus shortlists will be based on successful completion of the training and clearing the final assessment conducted by either Cyient or a Third party (Certified by Cyient).
12. Cyient shall reimburse the course fee after successful completion of training, subject to the selection criterion i.e., clearing the final assessment and a minimum of 90% attendance at the training sessions.

Roles and Responsibilities of Second Party

1. The College/Institute shall identify and nominate a single point of contact (SPOC) assigning with predefined KRAs to monitor all the activities pertaining to the proposed Train and Hire (T&H) initiative.
2. The College/Institute shall promote the T&H program so as to reach to the maximum possible extent in the student fraternity and encourage them to register for the selection communicating about the benefits of the program.
3. The identified SPOC shall support in organizing the specific training programs as per the mutually agreed curriculum for the shortlisted students at respective nodal centres. The timelines, duration of the course and the financial aspects will be mutually agreed upon.
4. The College/Institute shall provide necessary infrastructure and resources for the smooth functioning of the said program such as Classrooms, Drawing halls, CAD/CAM Lab and IT Lab with sufficient workstations, authorized/licensed software tools, teaching aids, required internet connection bandwidth, LCD projectors, AV equipment and facilities like AC, UPS, Generator, Cafeteria, Transportation, Accommodation and Parking.
5. The SPOC shall conduct the assessments executed by either Cyient/by a third party (if any) as per the given schedule in order to achieve measurable Key Learning Outcomes of proposed training tracks
6. The College/Institute shall ensure minimum of 90% selection to joining ratio and it can be increased further based on mutual agreement.
7. The College/Institute shall support and honor conducting/participating in the Train and Hire model if the nodal center is assigned/identified as a common venue to a group of MoU colleges.
8. The College shall report the list of students enrolled in the programme and the fees collected from them periodically, as agreed by the parties.

Joint Responsibilities:

1. Areas of cooperation / collaboration will be identified jointly.
2. For each area of cooperation, the scope of work will be discussed and decided between SPOCs of both the parties indicating the scope, resources, facilities, test and evaluation etc., will be prepared and signed by both the parties.
3. Both the parties agree to maintain confidentiality of information and the release of any information will be with mutual agreement of both parties.

4. Neither party shall have any liability except what is expressly mentioned herein.
5. While executing a joint programme the expertise, software, hardware, data, etc available with either party will be made available till completion of the programme.
6. This MOU can be terminated with consent of the either party with twelvemonth prior notice and written information without any liability on each other.
7. The address for correspondence between two parties will be as under:

Commercials:

The college/ institution is free to publicise the involvement of Cyient in the training, however, the information provided by either parties shall be kept confidential.

Certification:

The certification issued at the end of the training shall not be considered as an academic qualification, but as an acknowledgement of successful completion of the course in a manner satisfactory to the trainers/ assessors. Cyient shall not be responsible for non-consideration of the certification by any other organization.

Intellectual Property Rights:

The course material prepared and supplied by Cyient, to the extent not prepared in joint involvement of the college/institution shall be the property of Cyient. It shall not be available for circulation among the students not in the programme, without the knowledge and approval of Cyient.

Circulation in contravention to the above clause shall be considered an infringement of IPR.

Limitations and Warranties:

While the training is a step towards increasing employability of the students, it is not a process of hiring of the candidates. Their hiring shall depend on the subsequent performance in the Hiring tests, HR interviews etc.

Force Majeure:

Neither party shall be in breach of this MoU if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its

reasonable control (a "Force Majeure Event") including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs or other disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, volcanic ash, earthquake, explosion, terrorist act, compliance with any law or governmental order, rule, regulation or direction, fire, flood or storm.

A party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:

- a) it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
- b) it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
- c) it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

Jurisdiction:

- a) This MoU and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of India.
- b) Subject to the remainder of this clause, the parties irrevocably agree that the courts of India shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this MoU or its subject matter.
- c) In the event that any claim or dispute arises out of or in connection with this MoU, the parties shall, following service of written notice by one party on the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable (and in any event within 14 calendar days after such notice or by such later date as the parties may otherwise agree in writing). If the parties are unable to resolve the dispute or claim in accordance with this clause, either party may commence proceedings in accordance with clause (b).

d) Nothing in this clause shall prevent either party from applying at any time to the court for injunctive relief on the grounds of infringement, or threatened infringement, of the other party's obligations of confidentiality contained in this MoU or infringement, or threatened infringement, of the applicant's Intellectual Property Rights.

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Telangana State
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Dr. H. S. SAINI
Managing Director,

Guru Nanak Institutions

Ibrahimpattanam,
Telangana

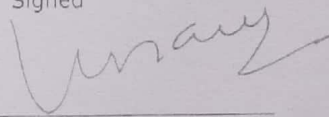
md@gniindia.org
+91-8096601222

Signed



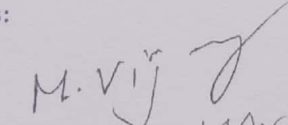
(Ramanand Puttige)

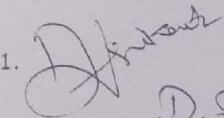
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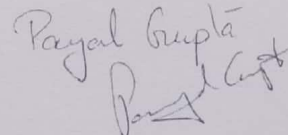


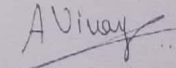
(Dr. H. S. SAINI)

Witness:

1. 
M. Vijay
VIJAY MAURSON

1. 
D. Srikanth

2. 
Payal Gupta

2. 
A. Vinay Sagar

