

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
TATA CONSULTANCY SERVICES LIMITED (TCS)
AND
RAYAT SHIKSHAN SANSTHA**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is executed ~~15th~~ on this --- day of ~~July~~ 2015 between:

RAYAT SHIKSHAN SANSTHA, A Leading education institute, under charitable trust founded in year 1919 and having its registered office at Karmveer Samadhi Parisar, Near Powai Naka, Satara - 415 001. Dist-Satara and its collages as mention in the attachment. (Maharashtra (hereinafter referred as "RAYAT" which expression shall unless it be repungnant to the context or meaning thereof be deemed to include Present and future management council members and their successors and assigns);

AND

TATA CONSULTANCY SERVICES LTD., (hereinafter referred to as TCS), wherein Tata Consultancy Services is a public limited company registered under the Companies Act, 1956 having its corporate office at 11th Floor, Air India Building, Nariman Point, Mumbai -400 021, Maharashtra, the OTHER PART.

RAYAT SHIKSHAN SANSTHA and "TCS" are hereinafter collectively referred to as the "Parties" and individually as "Party" as applicable.

I. PURPOSE

The purpose of this MOU is to provide the framework for a partnership arrangement between RAYAT SHIKSHAN SANSTHA and TCS, to provide training services to improve the employability of students graduating from RAYAT SHIKSHAN SANSTHA

Objective: The employability of our graduates continues to remain weak. In the current context, skilling graduates to enhance their employability and enabling them to be effective contributors of nation's growth and development assumes paramount importance. ~~Though the~~ institute help the students to get the knowledge there is a requirement to enhance the skills. Thus, the idea is to start imparting Employability and Skill Development Training to Rayat Shikshan Sanstha's graduate students.

The main objective is to provide 80-100 hours free training so as to ~~improve~~ and ~~enhance~~ employability skills of graduates who are unemployed as well as final year graduation students.

Scope: ~~The scope of this MOU is to provide training services to improve the employability of students graduating from Rayat Shikshan Sanstha~~



2. PROGRAMME DETAILS

A free training programme of about 50 to 100 hours, is offered with an intent to increase the employability of final year graduation students and unemployed graduates, by improving their English communication skills, corporate etiquette, analytical thinking, problem solving skills, basic computer skills and personality development.

3. ELIGIBILITY

- Bachelors, Masters in Arts and Commerce are eligible for the training. (B.Sc IT, B.Sc Computer Science, B.Sc Computer Applications, M.Sc, MBA, MCA are excluded)
- Final year graduation, final year masters students from all streams excepting the ones excluded in section (i) of eligibility, can be trained during preferably during June - January of a fiscal year. (ii) The option of conducting training during all months of the year will remain open to TCS.
- Candidates pursuing distance education graduation courses will not be eligible.
- Functional understanding of English, MS-Word, MS-Excel, numerical and logical understanding is preferred.
- The candidates should not have a gap of more than three years after his graduation or post graduation.

4. AREAS OF COOPERATION

Rayat Shikshan Sanstha shall provide the following services:

- Identify candidates (following the eligibility criteria) for training and counsel and familiarize the candidates and share the profiles of these candidates' details with TCS. Rayat Shikshan Sanstha will capture data pertaining to the candidates' name, age, educational qualification, caste etc., in the format provided by TCS and share the same with TCS.
- Upon signing of this MOU, Rayat Shikshan Sanstha will provide a schedule/time table for the entire year during which TCS trainers can conduct the classes. TCS will accordingly deploy its trainers at the scheduled locations in accordance with the agreed time table. Any changes to the schedule will be mutually agreed between Rayat Shikshan Sanstha and TCS.
- Intimate the candidates about the pre-assessment test, if any, to be conducted by TCS.
- Intimate the candidates about the training to be conducted by TCS. The list of candidates for training will be provided by Rayat Shikshan Sanstha whereas TCS will impart training using its standard training module prepared by its learning & development domain for Affirmative Action Employment Training Programme.
- The training will be imparted by trainers nominated by TCS. The date of training will be finalised in consultation with respective Principals / Directors of colleges, Rayat Shikshan Sanstha, under intimation to Rayat Shikshan Sanstha Headquarters or by both.
- Rayat Shikshan Sanstha shall provide logistic support in the form of:
 - > Training rooms with White Board or Black Board, marker pens / chalk and duster and chairs, for conducting training.
 - > Computers with typing tutor, MS Office and internet access (for computer training and improving technical skills) TCS will indicate number of computers required.
 - > Class rooms for conducting recruitment process at the end of training.
- The Principals / Directors will be responsible to ensure retention and regular attendance of the trainees and TCS trainer(s) will address any issues related to discipline for the successful completion of the training programme.
- Intimate TCS of the names of candidates who have secured jobs elsewhere after completion of the training

TCS shall provide the following services:

- Identify trainers who are professionally qualified, trained and experienced in the employment skills improvement training, and had been employed by TCS trainers and other personnel.



- b. Intimate the training date and provide training material on a need basis at its discretion.
- c. Train the candidates for 80 hours in English Communication skills, Corporate etiquette, analytical thinking, problem solving skills, and personality development. Train the candidates for 20 hours in basic computer skills, based on the availability of computers.
- d. Conduct orientation session at the beginning of each training batch to give an understanding of training content, syllabus, and methodology of the training programme. Any training property marked as "TCS confidential" will not be shared and decision in this regard taken by TCS will be final and binding.
- e. Conduct exit test and interviews at the end of training.
- f. Distribute "Certificates of participation" by TCS to all trainees who have attended the training regularly (having over 80% attendance).
- g. If there are vacancies conduct the regular recruitment process of the Company in a fair manner as per Company policies after completion of the training.
- h. Intimate Rayat Shikshan Sanstha, of the names of candidates completing the training and names of candidates selected for joining TCS for employment if they are selected.
- i. TCS shall bear the cost of printing the certificates and maintaining the original TCS certificate format & color combination.
- j. TCS shall have no commitment to provide employment.
- k. TCS shall mention the salary package and other terms and conditions of employment to the candidates selected in the interviews in accordance with the regular recruitment process of TCS BPO.
- l. TCS shall maintain transparency in providing employment to successful trainees.

COST:

- a. TCS shall bear the cost of the trainers who will be conducting the training.
- b. TCS shall bear the travel cost and boarding/lodging cost of its trainers.
- c. Rayat Shikshan Sanstha shall bear the cost, if any, of intimating the candidates regarding the training.
- d. Rayat Shikshan Sanstha shall bear the cost of training rooms and computer labs.

6. GENERAL CLAUSES:

- a. TCS does not guarantee employment of the trained candidates either with TCS or with any other company. But it will take all possible measures to recruit the trained candidates of Rayat Shikshan Sanstha under this MOU.
- b. The MOU shall commence on [1st January 2015] and be valid for a period of one year i.e., till [31st December 2020]. Prior to the expiry of the term, the MOU may be further extended by mutual agreement between both the Parties. Either Party may terminate this MOU with a thirty (30) day notice to the other in writing.
- c. Neither Party may use the name of the other Party in press releases or other public notifications except with the prior written consent of the other Party or to the extent required by applicable law.

7. LIABILITY:

- a. TCS makes no warranties to Rayat Shikshan Sanstha, express or implied, with respect to the contents of this MOU. All warranties are hereby disclaimed. TCS shall not be liable to Rayat Shikshan Sanstha for any special, indirect, incidental, consequential, exemplary or punitive damages whether in contract, tort or other theories of law, no legal or financial liability with respect to this MOU shall exist with Rayat Shikshan Sanstha.
- b. Rayat Shikshan Sanstha makes no warranties to TCS, express or implied, with respect to the contents of this MOU. All warranties are hereby disclaimed. Rayat Shikshan Sanstha shall not be liable to TCS or any other for any special, indirect, incidental, consequential, exemplary or punitive damages whether in contract, tort or other theories of law, no legal or financial liability with respect to this MOU shall exist with Rayat Shikshan Sanstha.



8. CONFIDENTIALITY:

Rayat Shikshan Sanstha shall maintain in confidence and shall not disclose or divulge to any third parties or use for any other purposes other than as described herein, of any or all information of TCS including existence of this MOU, any training, strategy, process, training material, business or technical information or any information regarding any employees, disclosed by TCS or which may come into its knowledge or custody, without the prior written consent of TCS. This clause shall survive the term, expiry or termination of this MOU.

Confidential Information shall not extend to include:

- information already known to the receiving party free of any restriction;
- subsequently learned from an independent third party free of any restriction and without breach of this MOU;
- is or becomes publicly available through no wrongful act of the receiving party or any third party;
- is independently developed by the receiving party; or

is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, provided, however, that the receiving party shall advise the disclosing party of such required disclosure and promptly assist in limiting any such disclosure.



9. INTELLECTUAL PROPERTY RIGHTS:

All and any proprietary or pre-existing rights of TCS in any TCS tools, processes, utilities, methodologies, patents, trademarks, copyright, training materials, documentation or other proprietary products belonging to and used by TCS in the provision of training including any modifications, enhancements or customizations made thereto whether or not in the course of provision of TCS ("TCS IP") shall be the sole and exclusive property of TCS. All training material provided under this MOU shall not be used for any other purpose other than the purpose mentioned in this MOU. All the training material shall be returned to TCS by Rayat Shikshan Sanstha post expiration or termination of this MOU.

10. FORCE MAJEURE:

Neither Party shall be liable for any failure or delay in the performance of its obligations under this MOU to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including but not limited to, by fire, flood, earthquake, elements of nature or acts of God, acts of state, strikes, acts of war, terrorism, accident, riots, civil disorders, rebellions or revolutions, quarantines, embargoes and other similar governmental action (each a "Force Majeure Event"). Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within two (2) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

11. NOTICES:

All notices, requests, demands and other communications related to this MOU or in connection herewith shall be given to or made upon the respective Parties as follows:

To TCS:	Tata Consultancy Services Limited TCS House Raveline Street, 21 D.S. Marg, Fort, Mumbai - 400 001 Attention: Ranjan Bandyopadhyay Global HR Head - BPO
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To Rayat Shikshan Sanstha:	Pun Di, Ganga De, Vasthi, Thakur Secretary, Rayat Shikshan Sanstha, Vasthi, Lumbini, Ganga De, Vasthi, Thakur
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12. ENTIRE AGREEMENT:

This MOU constitutes the entire understanding between the Parties and supersedes any and all prior understandings and arrangements whether oral or written between the Parties relating to the subject matter hereof.

13. SEVERABILITY:

Any provision of this MOU that is determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions of this MOU or affecting the validity or enforceability of such provision in any other jurisdiction.

14. AMENDMENTS:

Amendments, modifications or waiver in respect of this MOU will be effective in writing and executed by both the Parties

15. WAIVER:

Any failure by either Party to enforce any provision of this MOU shall not be construed as a waiver of the rights to so enforce such provisions at a later date or upon any subsequent breach.

16. ASSIGNMENT AND SUCCESSION:

The rights, benefits and liabilities of Rayat Shikshan Sanstha under this MOU shall not be assigned or otherwise transferred to any third party without the explicit written consent of TCS. This MOU shall inure to the benefit of and be binding upon the legal successors of the Parties.

17. GOVERNING LAW & DISPUTE RESOLUTION:

In case any dispute arises between Parties, an effort shall be made to settle the same amicably. This MOU is subject to the exclusive jurisdiction of the competent courts at Mumbai. This contract shall be construed and interpreted in accordance with the laws of Republic of India

SIGNATORIES

In witness hereof, the Parties hereto have signed this MOU in 2 original copies in English on the date(s) herein below indicated

[Handwritten Signature]
Secretary

Rayat Shikshan Sanstha, Satara

Name : Prin. Dr. Ganesh Anant Thakur

Name :

Designation :

Designation :

Secretary, Rayat Shikshan Sanstha, Satara

Date : 1st January 2015

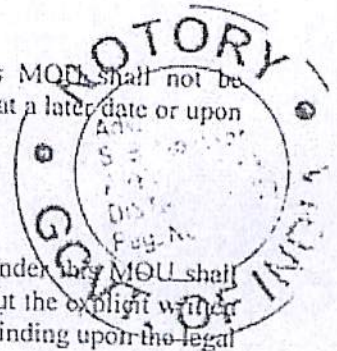
Date

For and on behalf of Rayat Shikshan

For and on behalf of Lata College of Commerce

Signature

Signature of Principal



[Handwritten Signature]
PRINCIPAL

Lata College of Commerce
Shrirampur