

MEMORANDUM OF UNDERSTANDING (MOU)

Between

Proedge Skill Development and Edutech Private Limited

and

Sri Sai college for Women

I. PURPOSE & SCOPE

This Memorandum of Understanding ("MOU") is made and entered on 18/2/2019 (the "Effective Date") by and between:

Sri Sai College for women, (hereinafter referred to as "SSCW" or "the College") with its address at #1839, 3rd Cross, 'D' Block, 2nd stage, Rajajinagar, Bangalore 10.

And

Proedge Skill Development and Edutech Private Limited, with its principal place of business located at 1854, 2nd Floor, Akhand Enclave, 11th A Main, 39th Cross, 4th T Block, Jayanagar, Bengaluru - 560011 (hereinafter referred to as "Proedge" or "Training Company" or "Company").

Hereinafter the College and the Training Company shall individually be referred to as a "Party" and collectively as "the Parties".

RECITALS:

A WHEREAS, the College is in the field of providing Graduation courses education;

B WHEREAS, the Training Company has expertise in the area of providing professional training/coaching in the area of BFSI, Business Analytics, Industry oriented and allied/associated courses;

C WHEREAS, the training company has approached the college management to provide training to career edge program to the college students (Details as per Annexure 1) and the college management has agreed for the same.

NOW, THEREFORE, the Parties hereby agreed as follows:

1. The purpose of this MOU is to clearly identify the roles and responsibilities of each Party as they relate to, providing CAREER EDGE training to the students of Sri Sai College for Women in various courses in the field of Commerce and Management to the BCOM students of the College for a period of One year from March 2019 to April 2020, in the beginning and to extend the same on mutual

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terms and conditions.. Details of Career Edge including tenure, course outlines, etc are provided in Annexure1

2. The Training company can use the premises and the facilities of the college to provide the coaching/training to the students after the class hours between 12.30pm to 2.30pm on week days agreed except Sunday.

II. RESPONSIBILITIES OF THE TRAINING COMPANY UNDER THIS MOU

The Training Company shall undertake the following activities:

1. Provide the Career Edge training/ coaching to the students of the college. (Program detail as per Annexure 1 and such other courses as may be agreed between the Parties from time to time).
2. Identify the relevant infrastructure for the classroom that can hold a training class
3. Provide Interview assistance to the students at the end of the program who has joined Proedge course from 1st Year BCOM and continued the program for 3 years. Interview assistance refers to providing 3 interview assistance to students who have maintained at least 80% attendance for the entire program and appeared for 90% of the assessments conducted for the program and successfully cleared the same.
4. Interview assistance to be provided to students if the formalities of fees are completed in full.
5. Provide relevant training material at the beginning of each program
6. Provide experienced faculty or trainers for conducting the classes at the College premises

III. RESPONSIBILITIES OF THE COLLEGE UNDER THIS MOU

The College shall undertake the following activities:

1. Make the students of Bcom to join the Career Edge program
2. Provide infrastructure support to the training company to deliver the training as defined below:
 - a. Use of Classroom
 - b. Classroom should have computers or laptops (where required)
 - c. Projector with specification, (as may be specified by the Training Company), Microphone with receiver, Speakers for audio support
2. Design the session plan along with Proedge for academic year and create space in academic calendar for conduct of the class on agreed week days except Sunday.



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3. Provide a coordinator who can liaison with Proedge representative for smooth conduct of the classes
4. College will assist the training company in collecting the fees on time from the students and pay the training company as agreed.

IV. RELATIONSHIP OF THE PARTIES

- a) Nothing in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship with the Client.
- b) Either party shall not act as agent for, or on behalf of, the Company, or to represent, or bind the other party in any manner.

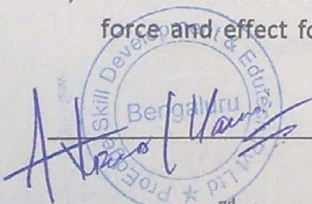
V. FUNDING and FEES

The Parties hereby agree to the following with regard to the fees to be charged to students for providing training/ coaching to students, as detailed in the MOU responsibilities –

- a) The total fee to be charged to the students is as per details given in Annexure 1.
- b) The College will assist in collecting the Career Edge fees from students at the beginning of each academic year or the program..
- c) The fee is excluding any additional services that the students might require or request from time to time. The cost of providing any extra or associated service will be charged directly to the students.
- d) In case of any contingency, the fees and the charges specified above shall be modified with the consent of both parties in writing as the circumstances demand.
- e) For each academic year of the program, the College will pay to Proedge, 50% of the total annual fees at the start of the program of each academic year. Remaining 50% fees will be paid as instalment after completion of program of the same academic year.

VII. TERM AND TERMINATION

- a) **Term:** This MOU shall take effect immediately from the Effective Date and continue to remain in full force and effect for a period of One year (hereinafter, the "Term") from the date of signing of the



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agreement. This agreement may be extended on mutual agreement of both parties, unless earlier terminated by the College.

b) Termination:

- i. Termination of the MOU and the Services hereto may be made by either Party communicating its intention to do so to the other Party, by giving such other Party a 3-month's advance written enlisting reasons for such termination. In case the College terminates the agreement during the middle of an academic year, the Company will complete the classes for the academic year and the termination will be effective from the beginning of next academic year.

VIII. INTELLECTUAL PROPERTY RIGHTS

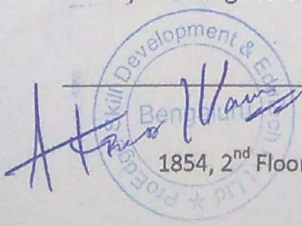
- a) The Company shall retain all rights, title and ownership to Intellectual Property that arises out of the provision of Services under this Agreement.
- b) Intellectual Property rights shall mean and includes all intellectual property, in any part of the world, whether registered or not registered, in particular: (a) all trademarks, service marks, trade names, logos; patents, design rights; trade secrets, including, know-how, technology, source code, API's, databases, design elements including user interfaces, formulae, industrial, scientific and commercial information, techniques and inventions; processes, manuals, documentation, and scientific and technical data and information; copyrights, works of authorship, and topography rights, data base rights; computer hardware and software including computer programs and any other information in relation to the above; (b) technical know-how and information, business and market information, in relation to product and process development validation, integrated business support services, operational support services, end user services, training and support service, marketing and other allied services; (c) all rights under licenses in respect of all of the above specified at (a) herein; (d) any applications or registrations for the protection of all of the rights specified.

IX. REPRESENTATIONS AND WARRANTIES

Both Parties represent that they are fully authorized and empowered to enter into this MOU. And that the performance of the obligations under this MOU will not violate or infringe upon the rights of any third-party or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

The Parties hereby agree and undertakes not to host, display, upload, modify, publish, transmit, update or share any information which:

- a) belongs to another person and to which you do not have any right;



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XIII DISCLAIMER OF WARRANTY

The warranties contained herein are the only warranties made by the parties hereunder. Each party makes no other warranty, whether express or implied, and expressly excludes and disclaims all other warranties and representations of any kind, including any warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

XIV. RESOLUTION OF DISPUTES

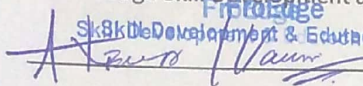
The Parties hereby agree that any disputes arising out of or in connection with this MOU shall be handled within the jurisdiction of the courts of Bengaluru.

XV. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signatures of the authorized officials of the Parties. The Parties indicate agreement with this MOU by their signatures as on the date and year first written above.

Signatures and dates

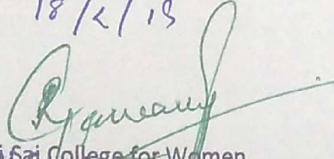
For Proedge Skill Development and Edutech Private Limited


Proedge Skill Development & Edutech Pvt. Ltd.

Name: Authorized Signatory

Date: 18/1/18

For Sri Sai College for Women


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Name:

Date:

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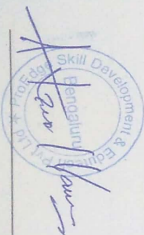
Annexure 1

PROGRAMME DETAIL

Name of Course	CAREER EDGE
Who can Pursue	BCOM Students of Sri Sai College for Women
Mode of training	Physical training by Experienced professionals
Venue	Sri Sai College of Women premises.
Duration of training program	45 hours of Class room training over period of March 2019 to April 2020.
Syllabus Outline	Refer below
Fees	INR 1000/- Inclusive of all types of taxes per student per year. The program will be made to the students of Sri Sai College of Women.
Features of Program	<ul style="list-style-type: none"> • Career Edge program is designed to make the student industry and desk ready • Program comes with <u>6 certifications for 3 academic years</u> • Focus of making the student <u>desk ready</u> by focusing communication skills, Tally and MS Office • Interview Assistance to be provided across companies provided students attendance is 80% for this program and have successfully cleared 90% of the assessments of this program.

Career Edge Curriculum

B.COM/BBA		
Years	Content	Hours
BCOM/BBA 1 st year	<ul style="list-style-type: none"> • Communication & Soft Skill • MS Office 	30 15
BCOM/BBA 2 nd year	<ul style="list-style-type: none"> • Tally • Introduction to BFSI • Retail Banking / Wealth Management 	15 15 15
BCOM/BBA 3 rd year	<ul style="list-style-type: none"> • Financial Planning • Account Receivable / Payable Management • Mutual Fund • Insurance 	10 15 10 10



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Detailed Course Outline

1 st Year	2 nd year	3 rd year
Communication & Soft Skills: <ul style="list-style-type: none"> • Building Blocks of Effective Communication: <ul style="list-style-type: none"> ○ Fundamentals ○ Verbs, Modal Verbs & Tenses ○ Articles and Voices ○ Sentence Formation • Effective Business Communication: <ul style="list-style-type: none"> ○ Language Coherence ○ Phonetics & Linguistics ○ Listening ○ Writing Skills ○ Speaking Skills 	Introduction to BFSI: <ul style="list-style-type: none"> • Finance fundamentals • Introduction to Banking • Overview of Financial Markets • Types of Financial Services • Basics of Insurance 	Financial Planning: <ul style="list-style-type: none"> • Introduction to Financial Planning • Investment & Risk Management- Equity, Debt and Alternate Assets • Investment Products & Services • Risk Profiling & Asset Allocation
MS Office: <ul style="list-style-type: none"> • Basics of Word, Editing Documents, Formatting Text, Formatting pages, advanced operations • Basic Excel Skills, Concept of Cell referencing, Working with Functions & Formulas, Restriction using data validation, Analysing with conditional Formatting • PowerPoint Basics, Inserting Graph/Diagram/Video/Picture, Animation, proofing, adding comments, Compare and Presentation Views, 	Tally: <ul style="list-style-type: none"> • Master- GL Master, Inventory Master Creation, • Accounting- Accounting Vouchers like Contra, Payment, Receipt, Journal, Purchase, etc • Report- MIS Reports, Statutory and Taxation reports and Financial Reports • Purchase order process, Inventory Voucher, Sales Order Process • Basic Tally Technical- SMS & Emailing, Data Export, Data Split, Data Back Up 	Balance Sheet Analysis, A/C Receivable & A/C Payable systems: <ul style="list-style-type: none"> • Understanding and interpreting financial statements (Case study using Annual Report of a Listed company), Net profit vs Net Cash Flow and Related Ratios • Accounts payable system - P to P, TDs, Creditors aging • Accounts receivable system - O to C, Invoicing, GST, TDs receivables, Debtors aging
		Advanced concepts of Mutual Fund: <ul style="list-style-type: none"> • Basics of Mutual Funds, their role and structure, different kinds of mutual fund schemes and their features • How mutual funds are distributed, how schemes are to be evaluated, and how suitable products and services can be recommended to investors and prospective investors • Financial planning as an approach to investing in mutual funds, as an aid for mutual fund distributors to develop long term relationships with their clients
	Retail Banking: <ul style="list-style-type: none"> • Retail Banking Structure, Bank Deposits, Nomination & Insurance, Delivery Channels, Customer Relationship Management, Trends in Retailing, Other Products 	Introduction to Insurance: <ul style="list-style-type: none"> • Introduction to Insurance • Fundamentals of Risk Management • Insurance Terminology & Principles • General Insurance, Personal & Liability Insurance, Life Insurance • Insurance Intermediaries

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