

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

St. Francis de Sales College

&

**SkillingIndia (Purnatvam Learning Solutions Pvt. Ltd.),
FOR**

**SKILL DEVELOPMENT, PERSONAL SKILLS TRAININGS,
PLACEMENT, R&D SERVICES AND RELATED SERVICES**



Second Party

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on the 16th day of March 2021 Two Thousand and Twenty One, by and between

St. Francis de Sales College, an Institution located at 24, NH 44, Veer Sandra, Hebbagodi, Bengaluru, Karnataka 560100, represented herein by its Principal, Rev Dr Roy P.K. (hereinafter referred as '**First Party**', or "**Institution**", or "**SFS College**"), which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

PURNATVAM LEARNING SOLUTIONS PVT. LTD., a company having registered office at YSR Mansion, Site No. 12, 4th Floor, Ambalipura, Bellandur, L/m Opp to Total Mall, Sarjapura Road Bangalore 560102, and represented herein by its Director, **Manish Chowdhary** (hereinafter referred to as "**Second Party**" or "**SkillingIndia**", which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

- A) First Party is a Higher Educational Institution named St. Francis de Sales College, and is manned by Missionaries of St. Francis de Sales (MSFS) of South West India Province.
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Development, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) SkillingIndia is engaged in Skill Development, Education and R&D Services in the fields of Educational Services pertaining to employability, domain skills, personal success skills, organizational success skills, specialized skills, and related fields
- F) SkillingIndia is a company promoted by Mr. Manish Chowdhary and Mr. Neeraj Kumar, having registered office at YSR Mansion, Site No. 12, 4th Floor, Ambalipura, Bellandur, L/m Opp to Total Mall, Sarjapura Road Bangalore 560102. CIN: U80903KA2020PTC131589 and is a part of Purnatvam group of companies.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION



- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 Institution and SkillingIndia co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of each Party providing significant inputs to the other Party in developing suitable teaching / training systems, keeping in mind the needs of the industry.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** SkillingIndia will give valuable inputs to the Institution in teaching / training methodology and suitably assist in customizing the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **YourSkillDost – a continuous learning program:** SkillingIndia will enable YourSkillDost for all the students of the Institution so that the students can learn continuously right from first year. Terms for the same shall be mutually agreed.
- 2.4 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; SkillingIndia to permit the Faculty and Students of the Institution to visit its group and partner companies and also involve in Industrial Training Programs for the Institution at mutually convenient time. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. SkillingIndia will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners from the Institution enrolled in the programs of SkillingIndia.
- 2.5 **Research and Development:** Both Parties shall endeavour to carry out the joint research activities in the field of Skill Development, and other areas as may be decided mutually from time to time
- 2.6 **Skill Development Programs:** SkillingIndia shall be the preferred training provider for the students of Institution on the emerging technologies, domain skills, personal



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Second Party



success skills, organizational success skills and any other required skills in order to bridge the skill gap and make them industry ready as per terms to be mutually agreed.

- 2.7 **Scheduled Online Programs of SkillingIndia:** Institution shall disseminate information to students about online training programs as may be scheduled by the SkillingIndia. If a program is being run online by SkillingIndia that was primarily designed/scheduled for the Institution, SkillingIndia shall also be permitted to open the same to students of other colleges so that the cost per student can be kept low.
- 2.8 **Special Offers to students:** As a special gesture from SkillingIndia, students and alumni of the Institution shall be eligible to receive a 10% discount on all open online programs of SkillingIndia as made available on its Learning Management System.
- 2.9 **Guest Lectures:** SkillingIndia to extend the necessary support to deliver guest lectures to the students of the Institution on the technology trends and in house requirements as per terms that may be mutually decided.
- 2.10 **Faculty Development Programs:** SkillingIndia to train the Faculty members of Institution in Faculty Development Programs as per terms that may be mutually decided.
- 2.11 **Placement of Trained Students:** SkillingIndia will actively engage to help the delivery of the training and placement of students of the Institution that have enrolled in job oriented programs of SkillingIndia, into internships and/or jobs.
- 2.12 **Internship Opportunities for Students:** SkillingIndia periodically creates both part-time and full-time internship and project opportunities for students with itself or with selected partner organizations in various roles like sales and marketing, market research, accounting and finance, digital marketing, content creation, graphic designing, human resources, etc. Such opportunities may or may not carry a stipend. Institution will facilitate dissemination of information to students, and timely application by students.
- 2.13 **Availability of Infrastructure for Training and Certification:** Institution will make available its infrastructure for the conduct of training programs and certification exams conducted by SkillingIndia without any additional cost to SkillingIndia. It shall also facilitate communication to students about the availability of any programs, and facilitate seminars, training time slots at mutually agreed times, registration of students and timely fee collection.
- 2.14 **SkillingLab at the Institution:** SkillingIndia and Institution shall discuss viability of creating a SkillingLab at the premises of the Institution that may be used for various trainings and other such purposes.
- 2.15 **Hosting Digital Learning Content:** SkillingIndia shall coordinate with the Institution to host digital learning content for students and faculty and create login access credentials for all bonafide students on its Learning Management System. Such content may be kept private such that the access is provided only to the students of the Institute. Students will be able to access from their SkillingIndia mobile app or through the web browser. Similarly if the Institute is conducting open lessons for community members, SkillingIndia shall allow usage of its Learning Platform at mutually agreed terms.



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- 2.16 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.17 There is no financial commitment on the part of the Institution to enter into this MoU. Financial considerations as applicable will be explicitly agreed upon between the Parties for each activity or Program.
- 2.18 Either Party may publish information about the signing or existence of this MoU on their website, social media, print media, in-house magazines, marketing brochures or other marketing media, etc. to spread awareness among the target students, faculty and parents. Parties permit the use of their name, logo and program names for such communication, and explicitly prohibit usage of each other's logo for purposes not envisaged in this MoU.
- 2.19 A SkillingIndia Graduation Day event may be planned for distributing certificates to students that successfully complete a program, and for felicitating the top performers.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4: OTHER TERMS

- 4.1 This Agreement will be valid as per terms mentioned in Clause 5 – Special Terms, unless it is expressly terminated by either Party on mutually agreed terms, during which period both Parties will take effective steps for implementation of this MOU.
- 4.3 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.
- 4.2 Each Party is responsible for its own compliances with relevant laws.
- 4.3 If any provisions of this MoU shall be held by a court of competent jurisdiction to be illegal or invalid, the remaining provisions shall remain in full force and effect.

CLAUSE 5 – SPECIAL TERMS

- 5 The program details sent by SkillingIndia (Purnatvam Learning Solutions Pvt.Ltd.), will be shared with the students during the admission process/at the beginning of a new semester. Students are free to enrol in any program that interests them. As and when



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- new programs are published by SkillingIndia, details shall be shared with SFS college for further dissemination to students.
- 5.1 SkillingIndia shall ensure the students are told clearly about the fees, taxes, duration of the course, internship, class timings etc., and fees once paid will not be refunded, even if the student cancels the admission in the College or discontinues from the programme offered by SkillingIndia (Purnatvam Learning Solutions Pvt.Ltd.).
 - 5.2 SkillingIndia (Purnatvam Learning Solutions Pvt.Ltd.), agrees that it will submit copies of all materials, written or electronically made (such as, but not limited to, videos, tapes, Internet home-pages etc.) that represent the College or bear the College's name or logo to the College's approved representative.
 - 5.3 SkillingIndia (Purnatvam Learning Solutions Pvt.Ltd.), is not authorized to and shall not accept payments from students other than that is clearly agreed upon and mentioned in this MOU without the written permission form the Principal. Students shall make all payments directly to SkillingIndia (Purnatvam Learning Solutions Pvt.Ltd.), SkillingIndia will issue their receipt for all the payment received.
 - 5.4 SkillingIndia (Purnatvam Learning Solutions Pvt.Ltd.), shall not make any payment to any employee of the College or to anyone for any favours or assistance received in executing this MOU, either in Cash or in kind without the written permission of the Principal.
 - 5.5 SFS College will not guarantee any number of students for the training program. However SkillingIndia (Purnatvam Learning Solutions Pvt.Ltd.), can advertise their courses using standees, banners, etc.
 - 5.6 SkillingIndia (Purnatvam Learning Solutions Pvt.Ltd.), should make sure that they employ their personals (or compensate the employees of the college) during their hours of training, fees collection, etc. Any employee of the college can be utilized by SkillingIndia (Purnatvam Learning Solutions Pvt.Ltd.), only with the written permission of the Principal.
 - 5.7 The fees will be collected by SkillingIndia (Purnatvam Learning Solutions Pvt.Ltd.), through online/offline payment. The college will not take the responsibility of collecting the fees.
 - 5.8 The training sessions/classes can be conducted only between 02:30pm to 05:30pm (Monday to Saturday) or on public holidays from 10am to 4 pm in the college premises. We don't permit students from any other institutions to our campus without the written permission of the principal. Any infrastructural needs (classroom/computer lab) etc., will be made available only after considering the university requirements placed on the college by the university.
 - 5.9 If the training sessions/classes are conducted online only on unavoidable circumstances - SkillingIndia (Purnatvam Learning Solutions Pvt.Ltd.), will need to ensure the entire process is managed end to end by themselves.
 - 5.10 Once the classes/training begin, a report of the enrolment of students for each course, fee payment, attendance, assessment, internship, placement, etc., must be submitted to the Principal by 28th of every month by mail (principal@sfscollege.in). A copy of the same mail can be sent to the Placement Cell of the College (placement@sfscollege.in) for reference and follow up.
 - 5.11 Any requirements from the part of the College, financial deals, etc., must be brought to the notice of the Principal for approval.
 - 5.12 The college will mention the logo of SkillingIndia (Purnatvam Learning Solutions Pvt. Ltd.), in the college website as a learning partner.
 - 5.13 SkillingIndia (Purnatvam Learning Solutions Pvt.Ltd.), will ensure to keep the infrastructure, computers, lab equipments, facilities, etc., provided by SFS College intact, in case of any loss to the above mentioned – compensation will be made by SkillingIndia (Purnatvam Learning Solutions Pvt. Ltd.), accordingly.



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- 5.14 TERMS OF PAYMENT: As the fees is collected by SkillingIndia (Purnatvam Learning Solutions Pvt.Ltd.), the Infrastructure/Institutional cost of 5 % for online programs and 10% for offline programs must be paid to SFS College by the end of the course completion every semester.
- 5.15 FEES: The fee will be collected by SkillingIndia (Purnatvam Learning Solutions Pvt.Ltd.), and payment receipts/bill should be issued accordingly by SkillingIndia. Any number of students can enrol to the course by making the full fee payment, must be considered for classes/course.
- 5.16 SFS College understands that the fees are decided based on a number of factors, and may vary from college to college and for program to program. As such, fees for various programs shall not be disclosed to other institutions or disseminated in public domain, but only to students of SFS college.
- 5.17 BATCH SIZE: SFS College will not be responsible in assuring the number of students enrolling for the program. SkillingIndia (Purnatvam Learning Solutions Pvt.Ltd.), can have their staff in our college premises to explain the specialties of the course & counsel the students for the course accordingly. SkillingIndia may decide on a minimum batch size. If the number of students enrolling for the batch is less, or the batch is cancelled for any other reason, SkillingIndia shall promptly refund all fees collected for the batch.
- 5.18 TERMINATION: It is hereby agreed between the parties to this MoU that this MoU shall be valid up to completion of the course for the Academic year 2020-2021. The MoU may be extended by mutual consent. However, either party has the right to terminate this MoU at any time before the course commencement date of any of the course by giving prior written notice of 60 days. If the MOU has to be terminated before the completion of any course, SkillingIndia shall endeavour to complete the ongoing batch. If this is not possible, the entire fees collected for that course should be refunded to the students before the date of termination of the MOU.

This MoU shall be construed and controlled by the laws of the India and the Courts at Bangalore shall have the exclusive jurisdiction the adjudicate upon any matter arising from the present MoU. Any divergence or difference derived from the interpretation or application of the MoU may also be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at Bangalore.


AGREED:

For


PRINCIPAL
 St. Francis de Sales College
 Electronics City Post, Bengaluru - 560 100


Principal

Witness 1:





For PURNATVAM LEARNING SOLUTIONS PVT.
 LTD.,


Director

Director

Witness 2:


 Second Party



Annexure 1

Below is a partial list of programs that are available from SkillingIndia. New programs continue to be created and shall be communicated from time to time.

SkillingIndia propose to offer an integrated series of programs to handhold the students throughout their degree program (indicative list below for B.Com, BBA and BCA students) and make them **Job Ready**. The modules and the structure of the program is very carefully designed to build strong **learning foundation for lifelong success**. This will ensure the right learning path so that students can make best use of each course offered in specific semesters.

For B.Com. Students:

Program Name	Proposed in	Approx. Hrs
Career Planning in context of Commerce (Workshop)	1st Sem	5
Essential Communication Skills	1st Sem	30
MS -Office (Word, Excel, Powerpoint)	2nd Sem	30
Tally Essentials Level 1	3rd Sem	35
Data Analysis using Advanced Excel / Tally Essentials Level 2	4th Sem	35
GST (Basics), TDS and Bank Reconciliation	5th Sem	35
Digital Payments, GST (Advanced)	6th Sem	30
Total		200

If the student enrolls in and completes all programs, they will also get a certificate for CFAP "Certified Finance and Accounts Professional" from SkillingIndia.

For BBA Students:

Program Name	Proposed in	Approx. Hrs
Career Planning in context of BBA (Workshop)	1st Sem	5
Essential Communication Skills	1st Sem	30
MS -Office (Word, Excel, Powerpoint)	2nd Sem	30
Tally Essentials Level 1	3rd Sem	35
Data Analysis using Advanced Excel	4th Sem	35
GST (Basics), Advanced Powerpoint	5th Sem	35
Management Reporting and Analytics	6th Sem	30
Total		200

For BCA Students:

Program Name	Proposed in	Approx. Hrs
Career Planning in context of BCA (Workshop)	1st Sem	5
Communication Skills	1st Sem	30
MS -Office (Word, Excel, Powerpoint)	2nd Sem	30
Web Development (HTML, CSS and Javascript)	3rd Sem	60
Data Analysis using Advanced Excel	4th Sem	35
Python Programming	5th Sem	40
Data Sciences OR Machine Learning using Python	6th Sem	40



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Program Name	Proposed in	Approx. Hrs
(choose 1)		
Total		240

Career and Interview Success Skills (Applicable for all students) – Can be offered in any semester.

Program Name	Approx. Hrs
Career and Interview Success Skills	10
Total	10

YourSkillDost (Applicable for all students) – shall be offered throughout the year from first year onwards as a digital e-subscription.

Program Name	Approx. Hrs
YourSkillDost for Commerce and Management	200 per year
YourSkillDost for MBA Students	200 per year
YourSkillDost Foundation for all students	150 per year

Additionally, various programs will be published on the <https://learn.skillingindia.in> (SkillingIndia LMS platform). Students may subscribe to from time to time.

Price: Pricing for selected programs is shared with an annexed proposal. Pricing for additional programs will be shared as per mutual discussion based on suitability of the programs. Any proposals and pricing shall be discussed referencing this MoU depending on the programs structure, timings, and availability of the trainer and students.



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