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 Unique Doc. Reference : SUBIN-KAKAGCSL0842548449760193T
 Purchased by : TEAMLEASE EDTECH LTD
 Description of Document : Article 33 Memorandum of Association of a company
 Description : MEMORANDUM OF UNDERSTANDING
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : ST FRANCIS DE SALES COLLEGE
 Second Party : TEAMLEASE EDTECH LTD
 Stamp Duty Paid By : TEAMLEASE EDTECH LTD
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered on the 1st day of September 2021 at Bangalore by and between:

St. Francis de Sales College (SFS) represented by Fr. Dr. Roy P K (Principal) and having its campus at Hebbagodi, Electronic city P.O., Bangalore 100

Julian



Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shoelstamp.in' or 'e-Stamp Mobile App of Stock Holders'. Any discrepancy in the details on this Certificate and as available on the website or the App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

KARNATAKA GOVERNMENT OF REVENUE AND PUBLIC RELATIONS, BANGALORE

And

Teamlease Edtech Ltd., represented by Mr. Uditendu Bose (Vice President), incorporated under the provisions of Companies Act, 1956, having its registered office at 903, Western Edgell, Western Express Highway, Borivali (E), Mumbai – 400066

1. About St. Francis de Sales College

St. Francis de Sales College, popularly known as SFS College, Electronic City, Bangalore is managed by St. Francis Sales Educational and Charitable Trust. St. Francis de Sales College came into existence in 2004 with the motto: Excellence, Transformation and Efficiency. It is permanently affiliated to Bangalore University. The College was granted "A" grade by the NAAC in 2015. The Postgraduate Center was added to the College in 2017. In the year 2018, the College obtained 2f and 12b recognition under the UGC Act of 1965. With the AICTE approval, professional courses such as MBA and BBA Aviation Management were started in 2020. It is also an ISO certified institution.

2. Teamlease Edtech Ltd

Teamlease Edtech Ltd. is India's Leading Online Learning Service Company, helps 30+ Universities and Institutions across 18 States to launch, run and manage their Online Programs, improve the employability of their students and helps corporates build talent supply chain and improve employees' productivity.

Skilling solution offered by Teamlease Edtech Ltd.:

- Solution to help educational institutions improve the industry readiness of its students
- Online skilling platform providing students with a ready repository of skilling interventions and knowledge resources to build the skills required by the industry

3. OBJECTIVE

SFS Colleges desires to equip its students with the latest skills and help them improve their employability and industry readiness. In line with the Institution's stated objective, Teamlease Edtech proposes a comprehensive Skilling Program that would conduct customized training courses to its students.

4. ABOUT THE PROGRAM

SFS College hereby confirms their intent to enter into an agreement to participate in Teamlease Edtech Ltd. Certification Program.

This Program focuses on enhancing the skills and improving their industry readiness through structured training programs. Under this program, Teamlease Edtech Ltd. will offer to the students of SFS College a training program on Certificate

Julian



Courses with Placement assistance as per the ANNEXURE-A
TABLE-A

Teamlease Edtech Ltd will help the students with placement assistance post the completion of the certification program.

The college will mention the logo of Teamlease Edtech Ltd., in the college website as a learning partner.

5. Pedagogy and mode of delivery

The Certification Program will be delivered by a Trainer in a Virtual Instructor Led Training session, Videos, Lecture Slides, Assessments.

6. BROAD TERMS OF MOU:

In consideration of the mutual promises contained herein, the parties hereto do hereby agree as follows:

6.1 Responsibilities of Teamlease Edtech Ltd.

- Provide digital platform (Lurningo) access for each student undergoing certification program
- Teamlease EdTech Ltd. will provide the login credentials to the students.
- Provide e-learning study material for each certificate program.
- Virtual Instructor Led Training Session on Lurningo.
- Provide a Program Manager for the project as a SPOC.

6.2 Responsibilities of SFS Colleges

- The students should have an internet connection required for the Virtual Instructor Led Training Session.
- Institute has to provide the student details for the creation of login credentials.
- Institute has to provide one SPOC
- Training Schedule can be decided on a mutual consent.

7. Certificate:

Teamlease Edtech Ltd. will provide a Co-Branded Certificate to each student on successful completion of their Training Program.

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8. COMMERCIAL TERMS

- 8.1 The fee will be collected by Teamlease Edtech Ltd, and payment receipts/bill should be issued accordingly by Teamlease Edtech Ltd. Any number of students can enroll to the course by making the full fee payment, must be considered for classes/course.
- 8.2 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 Teamlease Edtech Ltd.
- 8.3 Teamlease Edtech Ltd shall not make any payment to any employ of the College or to anyone for any favors or assistance received in executing this MOU, either in Cash or in kind without the written permission of the principal.
- 8.4 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.
- 8.5 Any on campus 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.
- 8.6 As the fees is collected by Teamlease Edtech Ltd, the Infrastructure/Institutional cost of 15% of the fees collected must be paid to SFS College by the end of the course completion every semester.
- 8.7 SFS College will not be responsible in assuring the number of students enrolling for the program. Teamlease Edtech Ltd, can have their staff in our college premises with prior permission from the principal to explain the specialties of the course & counsel the students for the course accordingly.
- 8.8 Placement assistance support will be provided by Teamlease Edtech Ltd. for the students undergoing the certification program.
- 8.9 Any requirements from the part of the College, financial deals, etc., must be brought to the notice of the Principal for approval before execution.
- 8.10 Teamlease Edtech Ltd will ensure to keep the infrastructure, computers, lab equipment's, facilities, etc., provided by SFS College intact, in case of any loss to the above mentioned – compensation will be made by Teamlease Edtech Ltd., accordingly.

9. PAYMENTS, WITHDRAWAL AND REFUND POLICY

- If any student desires to withdraw from the Program, the Program fee paid in respect of such student will neither be refunded nor transferred towards enrolment of any other student or any other program.
- The fee paid for the enrolment of a student in the Program cannot be substituted with or assigned to any other student of the College.

Julian



9.1 AMENDMENTS TO THE MOU

Any amendment/change to the terms of the MOU shall be valid only if the amendment/change is mutually agreed to and made in writing and executed by the authorized representatives/signatories of The College and Teamlease Edtech Ltd.

9.2 DURATION AND TERMINATION OF MOU

Duration of MOU: The MOU shall remain in force for a period of 3 (Three) years from the date of execution unless terminated earlier by either of the parties or by mutual consent.

Termination: Either of the parties may terminate this MOU by issuing notice in writing to the other party at least one month in advance. The termination of this MOU shall not affect the implementation of the Program, already in session, under the MOU commenced prior to such termination.

10. CONFIDENTIAL INFORMATION AND IP RIGHTS

10.1 The parties may, from time to time, in connection with the MOU, disclose information, data, material, instructions, communications, the terms and conditions of business, whether in writing or oral or electronic form, which shall be maintained as strictly confidential information by the recipient thereof. Each shall use reasonable efforts to prevent the disclosure of any of the other party's confidential information to third parties during the Term of the MOU and for a period of one (01) year from termination of the MOU, provided that the obligation of the party receiving confidential information shall not apply to information that:

- Is not disclosed in writing or reduced to writing and so marked with an appropriate confidentiality legend within thirty (30) days of disclosure;
- Is already in the recipient party's possession at the time of the disclosure thereof;
- Is or later becomes publicly known or part of the public domain through no fault of the recipient party, its agents or employees;
- Is received from a third party having no obligations of confidentiality to the disclosure party;
- Is independently developed by the recipient party without access to the information; or
- Is required by law or regulations to be disclosed.

10.2 All Confidential Information shall remain the exclusive property of Disclosing Party, and Recipient shall have no right to use Confidential Information except as provided herein. No patent, copyright, trademark or other proprietary right or license is conveyed by this MOU with respect to Confidential Information. At all times, the personal information of employees of The Client or former employees of The Client and any information in respect of such trainees, employees and associates association The Client i.e. employee identity cards, letters issued to trainees, employees and associates by the Client for enrolment under Program etc. shall be deemed to be confidential information and, notwithstanding anything contained anywhere, Teamlease Edtech Ltd. shall be obliged to maintain the confidentiality of such confidential information in perpetuity.

Judhan . M



11. INTELLECTUAL PROPERTY RIGHTS

The Parties recognize that all third party Intellectual Property Rights are the exclusive property of their respective owners and accordingly, they shall not perform any action that could potentially be construed by such third party as amounting to an infringement of such third party's Intellectual Property Rights. The Admissions Affiliate shall inform the Company of any third party Intellectual Property Rights that may be required to perform the Services, required under the terms of this Agreement. Under such circumstances, Teamlease Edtech Ltd. shall seek to procure appropriate licenses to use such Third Party Intellectual Property Rights from the owner of such Third Party Intellectual Property Rights, and shall solely bear the costs of such licenses.

Both parties shall use names, trademarks, service marks, logos or other identifying marks of the other party in promotional or marketing materials, press release or other public announcement or advertisement, however characterized, with the other party's prior written consent.

12. INDEMNIFICATION AND LIMITATION OF LIABILITY

12.1 Each Party shall indemnify and hold the other Party harmless from third party claims arising from or related to:

- a) A breach of the terms of this Agreement; or
- b) A violation of any Applicable Law.

12.2 The foregoing is, however, conditional upon the aggrieved party ("**Indemnified Party**") (i) notifying the party in breach ("**Indemnifying Party**") in writing and in detail without undue delay, (ii) authorizing the Indemnifying Party to conduct any judicial proceedings with such third party on its own, and (iii) providing the Indemnifying Party (at the expense of the Indemnifying Party) with any reasonable assistance so that the Indemnifying Party can defend such third party claims.

12.3 **LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary elsewhere contained in this Agreement between the parties, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages

13. GENERAL

13.1 This MOU constitutes the entire and only MOU between the parties in respect of administration of the Program, and all prior negotiations, representations, agreements, and understandings are hereby superseded. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

Jubon



13.2 Each party shall be deemed to be and shall be an independent contractor of the other and neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

13.3 NOTICES. Any notice, direction, report or other instrument required or permitted to be given under this MOU by one Party to the other Party shall be in writing and shall be delivered personally, by facsimile, by courier, by email or by prepaid registered mail to such other Party at its address as indicated below:

For St Francis de Sales College (SFS):

St Francis de Sales College

Electronic city, Bengaluru-100
Phone No: 8281746929/ 7899474082
Email : principal@sfscollege.in /
placement@sfscollege.in

For Teamlease Edtech Ltd:

Teamlease Edtech Ltd
B-903, Western Edge 2, Western Express
Highway Borivali (E), Mumbai – 400066
India
Phone: +91 66944555
Email: imran.mirza@teamlease.com /
preetish.gupta@teamlease.com

13.4 Such notice, direction, report or other instrument shall be deemed to be given: (i) if personally delivered or couriered - on the date of delivery; (ii) if sent by facsimile with receipt acknowledged - on the day of dispatch if transmitted on a Business Day prior to 4:00 p.m. local time at the place of receipt, or if transmitted after that time on the next Business Day; and (iii) if sent by email - on the date of receipt; (iv) if sent by prepaid registered mail - five (5) Business Days after the day of dispatch.

13.5 A Party may change its address for service hereunder by giving notice to other Party.

13.6 This MOU shall be governed by, construed by, and enforced in accordance with the laws in force in the Republic of India. The Parties accept and agree to submit to the exclusive jurisdiction of the Courts of Karnataka.

13.7 This MOU is executed in two sets each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

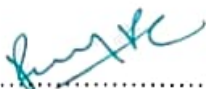
13.8 Pricing for Certification Program is as per Table A.

Julian M



IN WITNESS WHEREOF, the parties have executed this MOU effective as of the day and year indicated by the last signature below.

FOR St Francis de Sales College (SFS)



.....
Title: Principal

Date: 11/9/2021

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

Teamlease Edtech Ltd



.....
Title: Mr. Uditendu Bose - For

Date: 01-09-21



ANNEXURE A
TABLE A
FOR IT [BSc IT, BCA]

Sl. No.	Program name	Year of the program	Semester of the Program	Proposed Tracks	Proposed Capsule Courses	Pedagogy	Total Course Duration (Hours)	Tentative Pricing (INR)
2	BSc IT, BCA	1	1	Data Science Track	Statistics for Data Science and Exploratory Data Analytics	VILT	30	5000
		1	2		Data Science Certification Training with R	VILT	30	7000
		2	3		Data Science Certification Training with Python	VILT	30	8000
		3	5		Data Visualization Training using Tableau	VILT	30	7000
		3	6		Certificate Program in Agile Scrum Fundamentals	VILT	30	6000
		3	5		Employability Pack	VILT	30	4000
		1	2	Cyber Security Track	Introduction to Cyber Security and Networking Essentials	VILT	60	7000
		2	3		Information Security and Applied Cryptography Training	VILT	30	9000
		3	5		Network Security and Web Application Security Training	VILT	30	10000
		3	5		Employability Pack	VILT	30	4000
		3	5		Introduction to Cloud Computing	VILT	30	6000
		1	2		Cloud Computing Track	AWS Certification Training	VILT	30
		2	3	Google Cloud Platform Training		VILT	30	8000
		3	5	Certificate Program in Agile Scrum Fundamentals		VILT	30	6000
		3	6	Employability Pack		VILT	30	4000
		3	5	Certificate Program in Java Programming		VILT	30	5000
		1	1	Java Full Stack Developer Track		Web Development Certification Training	VILT	30
		1	2		Angular Certification Training	VILT	30	9000
		2	3		React with Redux Certification Training	VILT	30	9000
		2	4		Node.js Certification Training	VILT	30	9000
		3	5		MongoDB Certification Training	VILT	30	9000
		3	5		Certificate Program in Agile Scrum Fundamentals	VILT	30	6000
		3	6		Employability Pack	VILT	30	4000
		3	5		Employability Pack	VILT	30	4000

FOR B.COM

Sl. No.	Program name	Year of the program	Semester	Proposed Tracks	Proposed Capsule Courses	Pedagogy	Total Course Duration (Hours)	Tentative Pricing (INR)
1	Bachelor of Commerce (Gen)	1	1	Accounting- Investment & Insurance Track	Certificate Program in Tally for Business Accounting	VILT	30	6000
		1	1		Certificate Program in Accounting and Financial Statement Analysis	VILT	90	10000
		1	2		Certificate Program in Mastering Excel for financial analysis	VILT	30	6000
		1	2		Certificate Program in Wealth Management	VILT	90	10000
		2	3		Certificate Program in International Financial Reporting Standards (IFRS)	VILT	30	8000
		2	3		Certificate Program in Planning for Risk and Retirement	VILT	30	6000
		3	4	Corporate Finance Track	Certificate Program in Goods & Services Tax	VILT	30	6000
		3	5		Employability Pack	VILT	30	4000
		1	1		Certificate Program in Corporate Finance	VILT	60	12000
		1	2		Certificate Program in Cash Flow analysis	VILT	60	12000
		2	3	Equity Market: Brokerage operation Track	Certificate Program in Risk and return	VILT	60	12000
		2	4		Employability Pack	VILT	30	4000
		1	1		Certificate Program in Brokerage Operation	VILT	30	6000
		1	2		Certificate Program in Market place-Trade Process-Clearing Corporation & Settlement	VILT	60	12000
		2	3	Supply Chain Management Track	Certificate Program in Custody servicing-Margins & accounting records	VILT	60	12000
		2	4		Employability pack	VILT	30	4000
		1	1		Certificate Program in Logistics & supply chain	VILT	30	6000
		1	2		Certificate Program in Logistics & Global Supply Chain	VILT	30	4000
		2	3	Employability pack	VILT	30	4000	

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FOR B.COM- Hons.

Sl. No.	Program name	Year of the program	Semester	Proposed Tracks	Proposed Capsule Courses	Pedagogy	Total Course Duration (Hours)	Tentative Pricing (INR)
2	Bachelor of Commerce (Hons)	1	1	Risk Management Track	Certificate Program in Risk Management	VILT	30	6000
			1		Certificate Program in Measuring Risk- Equity, Fixed Income, Derivatives	VILT	60	12000
		2	2		Certificate Program in Risk Management Tools and Practices	VILT	60	12000
		2	3		Certificate Program in Stress Testing and Risk Regulation	VILT	60	12000
		3	4		Employability Pack	VILT	30	4000
		Accounting- Investment & Insurance Track	1	1	Certificate Program in Tally for Business Accounting	VILT	30	6000
			1	1	Certificate Program in Accounting and Financial Statement Analysis	VILT	90	10000
			1	2	Certificate Program in Mastering Excel for financial analysis	VILT	30	6000
			1	2	Certificate Program in Wealth Management	VILT	90	10000
			2	3	Certificate Program in International Financial Reporting Standards (IFRS)	VILT	30	8000
			2	3	Certificate Program in Planning for Risk and Retirement	VILT	30	6000
			3	4	Certificate Program in Goods & Services Tax	VILT	30	6000
		3	5	Employability Pack	VILT	30	4000	
		Project Finance Track (PPP)	1	1	Certificate Program in Project Finance and Public Private Partnerships Fundamentals	VILT	30	6000
			1	1	Certificate Program in Structuring Deals for Project Finance	VILT	30	6000
			1	2	Certificate Program in Project Finance Process	VILT	30	6000
			2	3	Certificate Program in Documentation for Project Finance	VILT	30	6000
			2	3	Employability pack	VILT	30	4000
Supply Chain Management Track	1	1	Certificate Program in supply chain	VILT	30	6000		
	1	2	Certificate Program in Logistics & Global Supply Chain	VILT	30	6000		
	1	2	Employability pack	VILT	30	4000		

FOR BBA

Sl. No.	Program name	Year of the program	Semester	Proposed Tracks	Proposed Capsule Courses	Pedagogy	Total Course Duration (Hours)	Tentative Pricing (INR)
3	BBA (GEN)	1	1	Digital Marketing Track	Certificate Program in Fundamentals of Digital marketing	VILT	30	6000
			1		Certificate Program in Managing Websites for Digital Marketing	VILT	30	6000
		1	2		Certificate Program in Search Engine Optimization	VILT	30	6000
		1	2		Certificate Program in Search Engine Algorithm	VILT	30	6000
		2	3		Certificate Program in Search Engine Marketing	VILT	30	6000
		2	3		Certificate Program in Social Media Marketing	VILT	30	6000
		2	4		Certificate Program in Return on Investment of Social Media	VILT	30	6000
		3	5		Employability Pack	VILT	30	4000
		Certificate program in Project management principles and practices Track	1	1	Certificate Program in Project Management Principles	VILT	60	10000
			1	2	Certificate Program in Budgeting and Scheduling Projects	VILT	60	10000
			2	3	Certificate Program in Managing Project Risks and Changes	VILT	60	10000
			2	4	Employability Pack	VILT	30	4000
		Business Analytics Track	1	1	Certificate Program in Fundamentals of Business analytics	VILT	60	10000
			1	2	Certificate Program in Business Architecture	VILT	60	15000
			2	3	Certificate Program in Managing Business Analytics tools	VILT	60	10000
			2	4	Employability Pack	VILT	30	4000
		Business Management track	1	1	Certificate Program in Operation Management	VILT	60	10000
			1	2	Certificate Program in People Management	VILT	30	8000
			2	3	Certificate Program in Strategic Management	VILT	30	8000
			2	3	Certificate Program in Marketing Management	VILT	60	10000
		Supply Chain Management Track	3	4	Employability Pack	VILT	30	4000
1	1		Certificate Program in supply chain	VILT	30	6000		
1	2		Certificate Program in Logistics & Global Supply Chain	VILT	30	6000		
1	2		Employability pack	VILT	30	4000		

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FOR BSc. /BA

Sl. No.	Program name	Year of the program	Semester	Proposed Tracks	Proposed Capsule Courses	Pedagogy	Total Course Duration (Hours)	Tentative Pricing (INR)
4	BSc (Phy- Che - Math)	1	1	Data Analytics Track	Certificate Program in Fundamentals of Data Analytics	VILT	30	8000
		1	1		Certificate Program in Analyzing data with Excel	VILT	30	6000
		1	2		Certificate Program in Data visualization and building dashboards with Excel	VILT	30	6000
		1	2		Certificate Program in R Programming Basics for Data Science	VILT	60	8000
		2	3		Certificate Program in SQL Basics for Data Science	VILT	60	8000
		2	4		Certificate Program in Analyzing data with R	VILT	30	6000
		3	5		Certificate Program in Visualizing data with R	VILT	30	6000
		3	5		Employability Pack	VILT	30	4000
		3	5		Employability Pack	VILT	60	10000
	Bachelor of Art's	1	1	Media & Journalism track	Certificate Program in Journalism	VILT	30	6000
		1	1		Certificate Program in Professional Business Communication	VILT	30	6000
		1	2		Certificate Program in Fundamentals of Advertising	VILT	60	8000
		2	3		Certificate program in UI / UX	VILT	60	10000
		2	3		Employability pack	VILT	30	4000

Payment Terms:

1. The commercial offered is for an initial period of 36 months, unless terminated earlier by either party by mutual consent. At the end of the period, the commercial may be renewed at mutually acceptable terms.
2. The prices being mentioned herewith are for the aforesaid products only. Any other product or service provided at a later date shall be covered under a separate agreement.
3. Course Fee mentioned in Annexure A is excluding taxes.

Jisha M

