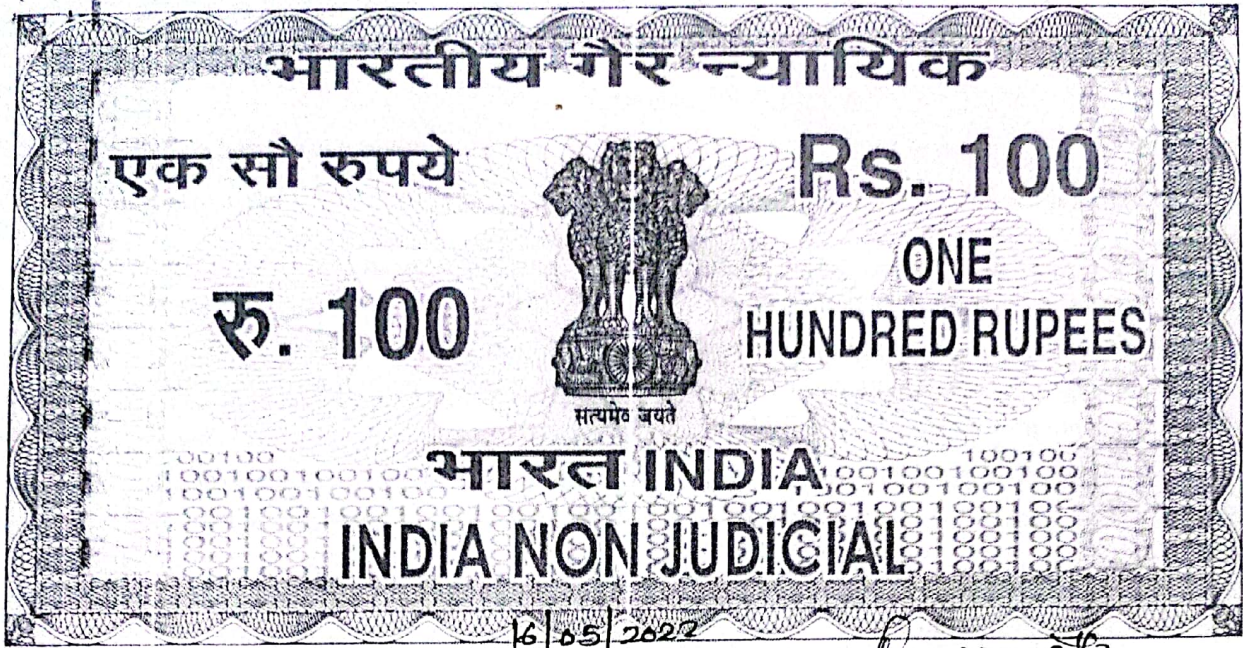


H0-2
17/05/2022



తెలంగాణ తెలంగాణ TELANGANA

Serial No: 4416 Date: 16/05/2022 Rs 100/-

Purchaser Radha Varadarajan

S/o, D/o, W/o: Varadarajan

For Whom: M/S Naandi Foundation R/s Hyd

Handwritten signature

AR 807560
ALLURI HANUMANTH YADAV
License No: 1609-03/2017
Renewal No: 16-09-035/2020
Shop No: 4, Bhagya Rekha Apartment,
Opp: Sub-Register Office, Bowenpally,
SECUNDERABAD-11.
Cell: 9703337476

MEMORANDUM OF UNDERSTANDING

BETWEEN

TELANGANA TRIBAL WELFARE RESIDENTIAL EDUCATIONAL INSTITUTIONS
SOCIETY (TTWREIS)

AND

NAANDI FOUNDATION, HYDERABAD
(MAHINDRA PRIDE CLASSROOM PROGRAM)

Handwritten signature

Handwritten signature

This Memorandum of Understanding (hereinafter referred to as "MoU") is entered on 17th of May 2022 by and between:

Telangana Tribal Welfare Residential Educational Institutions Society, situated at Secretary, TTWREI Society (Gurukulam), DSS Bhavan, Masab Tank, Hyderabad - 500028 represented by Mr. D Ronald Rose, Secretary (hereinafter referred to as "TTWREIS" which expression shall mean and include its heirs, successors, executors, administrators, authorised representatives and permitted assigns) as FIRST PARTY.

AND

Naandi Foundation, a Public Charitable Trust incorporated under the Indian Trusts Act, 1882, having its registered office at 502, Trend set Towers, Road No 2, Banjara Hills, Hyderabad – 500 034, Telangana, India represented by Ms. Radha Varadarajan, Chief Skills Officer (hereinafter referred to as "Naandi" which expression shall mean and include its heirs, successors, executors, administrators, authorized representatives and permitted assigns) as SECOND PARTY.

(Both Parties are hereinafter jointly referred to as "Parties" and individually as a "Party")

Introduction

WHEREAS TTWREI Society/ Gurukulam is functioning under the Government of Telangana with a motto to provide quality education to the tribal students of telangana.

Under the Gurukulam 22 (15 - Women & 7 - Men) Degree colleges were established in 2017 and many innovative programs such as PG entrance coaching/ employability training/ certificate courses etc along with regular academics are being provided in all the 22 institutions.

WHEREAS The first party is willing to provide the student community with employable skill viz. communication skills, soft skills, life skills, domain skills etc. that helps in improving their livelihoods and economic security.

WHEREAS the Second party - Naandi Foundation is an apolitical, autonomous Public Charitable Trust and a not for profit organization having registration under section 12A of income tax act, 1961 is tax exempt and is recognized by tax authorities as an organization established for 'charitable purpose'.

ah

et

WHEREAS the Second party is working with an objective of people centered development through its charitable activities in whole of India, without distinction of caste, creed or religion, etc.

WHEREAS the Second party engaged, inter alia, in improving the livelihoods of the underprivileged communities through its various social initiatives, development programs in various states of India. The Second Party activities include, education to underprivileged children with a specific focus on girl child education, improving livelihoods of small and marginal farmers through its farming practices, employable training and skill development programs to underprivileged youth, provision of safe drinking water to communities, etc.

WHEREAS the Second party Naandi Foundation in furtherance of its objectives wish to support socially and economically disadvantaged underprivileged sections of the society and provide them employability skills under its "The employability skill development program".

WHEREAS both the parties having recognized each other's intention of working in the sphere of employability skills, wish to support socially and economically disadvantaged and underprivileged students/youth that helps in improving their employability skills and livelihoods.

WHEREAS both the parties have decided to reduce the mutually agreed terms and conditions into writing.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

I. TERM

This Memorandum of Understanding is for a period of one Year and is effective from May 17th 2022 and shall remain in force till May 17th 2023. This MoU may be further extended on terms and conditions as may be mutually agreed by both the parties.

ahh

Rk


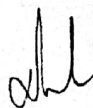
2

II: THE EMPLOYABILITY SKILL DEVELOPMENT PROGRAM (MPC)

- i. The objective of the program is to impart employability skills to socially and economically disadvantaged and underprivileged students/youth that helps in improving livelihoods and economic security.
- ii. The beneficiaries shall be from underprivileged sections of society without distinction of caste, creed or religion etc., and shall be studying in the pre-final year courses in Telangana Tribal Welfare Residential Educational Institutions Society. (TTWREIS)
- iii. The program shall be for a duration of 36 hours to 120 hours or as the case may be decided mutually by the parties.
- iv. The program shall include New Age skills, Soft-Skills, Communication Skills, Life Skill and Interview Preparations for the beneficiaries under employability skill development program. The beneficiaries may be trained in any other skill as mutually decided by both the parties that improves their livelihoods.

III: OBLIGATIONS OF THE FIRST PARTY - Telangana Tribal Welfare Residential Educational Institutions Society. (TTWREIS)

- i. The first party shall provide the beneficiaries under the said program and shall ensure that they are underprivileged students/youth studying in pre-final year of Under Graduate and Post Graduate course in the said institution/college.
- ii. Ensure that the necessary infrastructure like well-equipped class rooms and or Computer labs as per course requirements are made available where the program shall be implemented.
- iii. Ensure to identify one resource person (hereinafter referred to as POC - Point of Contact) from their faculty group to co-ordinate between the beneficiaries, the Institute management and the Second Party. Contact details of the POC shall be shared with the Second party and rest of the team.
- iv. Ensure that the Telangana Tribal Welfare Residential Educational Institutions Society. (TTWREIS) / Colleges shall allow Naandi's employees, representatives and trainers during the sustenance of this MoU, to interact with POC, program related staff and beneficiaries.

 3

- v. POC should ensure that all the underprivileged youth/students are given an awareness on attending employability skill training program prior to the training and encourage them to register for the said program.
- vi. POC should monitor trainee's attendance on a daily basis.
- vii. Ensure that the basic training requirements like Black/White board, Chalk/Marker, A4 sheets, Projector and screen should be available during training sessions.
- viii. Ensure that the POC should take feedback from the trainees for quality assurance purpose.

IV: OBLIGATIONS OF THE SECOND PARTY (NAANDI):

- i. To impart employability skill to socially and economically disadvantaged and underprivileged students/youth that helps in improving livelihoods and economic security.
- ii. Prepare content that will be most effective in training the beneficiaries/students.
- iii. To Provide the first party a detailed Course Schedule.
- iv. Ensure that well-trained trainers are identified and deployed to ensure overall success of the Program.
- v. Ensure to give an update on employability training program and its importance to the training coordinator of the First Party.
- vi. Monitor the program by conducting periodic assessments to ensure that the trainers do a quality job.

V. FREE OF COST:

The socially and economically disadvantaged underprivileged students/youth are provided with employability skills under "The Employability Skill Development Program", to improve their livelihoods and economic security. The Program is free of cost. Either party shall not charge any fees on whatsoever account/name from the beneficiaries under the program. Further, both the parties agree that either party shall not charge any fees whatsoever from the other party under this MoU/program.



VI. CERTIFICATION:

Certificates shall be awarded by the second party to the beneficiaries on successful completion of the training having attendance above 80 percentages and clearing of the assessment held post completion of the program.

VII. GENERAL TERMS:

i. Relationship between the parties:

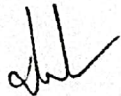
Nothing herein shall be construed to constitute the Parties as principal and agent, employer and employee, partners or joint ventures, nor shall any similar relationship be deemed to exist between the Parties. This Memorandum of Understanding is made on principal-to-principal basis.

ii. Representation and Warranties:

Each Party hereby represents to the other that they have been duly incorporated/registered under the applicable laws and has full legal right and authority to execute this memorandum of understanding. Each Party represents that it is also authorized to perform its obligations as herein contemplated; and that neither the performance of the obligations or execution of this MoU will violate or in violation of any applicable laws for the time being in force.

iii. Confidentiality:

The parties shall severally take care to ensure that the information provided by the other party remains confidential and further agree not to use the Confidential Information for any purpose other than the purpose for which it is intended. The parties shall not disclose any Confidential Information to anyone other than the employees of either organization who need to know the Confidential Information. Each Party recognizes such information of the other Party as confidential information and agrees not to disclose them to any third party without the prior written consent of the other Party. The restriction contained in this clause shall not be applicable to information which (i) is required to be provided pursuant to any statutory or regulatory obligation; (ii) is lawfully acquired by the disclosing Party from an independent source having no obligation to maintain the confidentiality of such information; and (iii) was lawfully known to the disclosing Party prior to its disclosure under this Agreement.



iv. Intellectual Property:

Each Party acknowledges the Intellectual property rights of any kind, including but not limited to copyright, patent rights, design rights, service marks, trademarks, logos, titles, slogans, property rights and any other rights, held by the other Party and undertake that neither Party shall claim any right, title and interest in the Intellectual Property Rights of the other Party.

v. Dispute Resolution:

If any dispute arises between the Parties, the Parties shall endeavor to resolve them mutually. If such resolution is not possible within a reasonable period, the unresolved dispute shall be referred to arbitration in accordance with the Arbitration Act for the time being in force, conducted by a sole arbitrator to be appointed by the Parties mutually. The arbitration shall be in English and the seat of the arbitration shall be at Hyderabad. The decision of the arbitrator shall be final and binding on both the parties.

vi. Validity of Clauses:

If any Clause or any part this Agreement shall for any reason be adjudged by any court or other legal authority of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

vii. Entire Agreement:

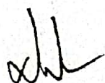
This Agreement sets forth the entire agreement between the Parties at the date hereof relating to the Purpose and supersedes any prior agreements or arrangements (whether oral or in writing) between the Parties relating thereto.

viii. Notices:

All notices, which either Party is required or may desire to serve upon the other Party, shall be in writing and addressed as specified in the recital of this Agreement. Notices may be served personally or by facsimile, certified mail, express mail, email to a designated employee of the Party or express courier.

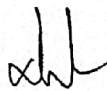
ix. Termination:

Either of the parties is entitled to terminate this MoU by giving a thirty days' notice to other party in case of breach of any term of this MoU by the other party, provided, that before issuing such termination notice, such issues shall be discussed with senior officials of the Parties and if they fail to resolve such issues within a period of fifteen (15) days, then it shall result in termination of this Memorandum of Understanding.

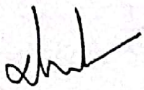



6

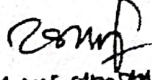
- x. **Force Majeure:**
Neither Party shall be held responsible for non-fulfilment of their respective obligations under this MoU due to the exigency of one or more of the Majeure event such as but not limited to acts of God, war, flood, earthquakes, strikes, lockouts, epidemics, pandemic, riots, civil commotion, etc., provided on the occurrence and cessation of any such event the Party effected thereby shall give a notice in writing to other Party within one (1) month of such occurrence or cessation. If force majeure continues beyond one (1) month, the parties shall jointly and mutually decide about the future course of action or terminate this MoU with immediate effect.
- xi. **Amendment:**
Any term or terms of this Memorandum of Understanding may be amended/modified or changed in writing with mutual consent of both the parties.
- xii. **Assignment and Delegation:**
Neither this Memorandum of Understanding nor any duties or obligations under this Agreement may be assigned or delegated by either party.
- xiii. **Governing Laws and Jurisdiction:**
This Memorandum of Understanding shall be governed by laws of India and shall be subject to the jurisdiction of courts situated at Hyderabad.
- xiv. **Rules of Interpretation:**
The headings to clauses are inserted for convenience only and shall not affect the construction or interpretation of this MoU. In this, the words expressed in any gender shall, where the context so requires or permits, include the other gender. In this MoU words expressed in the singular, shall, where the context so requires or permits, include the plural.
- xv. **Counterparts:**
This Memorandum of understanding shall be executed in two counterparts each of which shall be deemed as original, but all of this together shall constitute one and the same instrument.



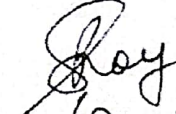
IN WITNESS WHEREOF, the parties hereto have set and subscribe their respective hands with stamp and seal the day and the year first mention here-in-above written.

<p>For Telangana Tribal Welfare Residential Educational Institutions Society. (TTWREIS)</p> <p></p> <hr/> <p>(Signature) Name: Mr. D Ronald Rose Designation: Secretary</p>	<p>For NAANDI FOUNDATION</p> <p></p> <hr/> <p>(Signature) Name: Ms. Radha Varadarajan Designation: Chief Skills Officer</p>
--	--


Witness.1


(V. SARVESWARAREDDY)
Addl Secretary
TTWREIS.


Witness.1.


(Sushmita Ray)

Witness2.


Dr. V. UMA DEVI
DS (DE)
TTWREIS

Witness2.


(Swathi. D)

O/o the Secretary,
TTWREIS (Gurukulam),
1st floor, DSS Bhavan,
Masab Tank, Hyderabad

Circular

Rc.No. RDC/DEGR/TRWS/3/2019

Dt: 07.12.2019

Sub: TTWREIS-TTWRDC- Certain instruction to the Principals of TTWR Degree Colleges on “EMPOLYABLITY SKILLS” training programme by M/s Naandi Foundation -Reg.

Ref: Instructions of Secretary, TTWREIS

With reference to the subject cited, TTWREIS Gurukulam decided to conduct “EMPOLYABLITY SKILLS” training programme in collaboration with M/s Naandi Foundation- Hyderabad for students who are interested in Employability along with Entrepreneur of TTWRDCs.

In this regard Principals of TTWR Degree Colleges are instructed to follow certain instructions for “EMPOLYABLITY SKILLS” training program to be held at 17 TTWRDCs after completing IV semester.


In this regard Colleges names and scheduled dates given below:

S.NO	COLLEGE NAME	SCHEDULE DATES
1	Sangareddy	11th Dec - 17th Dec
2	Siricilla	15th Dec - 21st Dec
3	karminagar	15th Dec - 21st Dec
4	Medak	15th Dec - 21st Dec
5	Asifabad	18th Dec- 24th Dec
6	Boath	18th Dec- 24th Dec
7	Mahabubabad	18th Dec- 24th Dec
8	Manuguru	18th Dec- 24th Dec
9	Dammapeta	18th Dec - 24th Dec
10	shadnagar	18th Dec- 24th Dec
11	Nagarkurnool	18th Dec- 24th Dec
12	Mahabubnagar	18th Dec- 24th Dec
13	Devarkonda	18th Dec- 24th Dec
14	Surypeta	18th Dec- 24th Dec
15	Maripeda	25th Dec- 31st Dec
16	Kamareddy	will communicate soon
17	Nizamabad	will communicate soon

Instructions to the principals and CGC Coordinators:

1. Participants should be from Employment and entrepreneurship final year students only.
2. Accommodation to the women trainer should be give in their respective colleges, if not possible arrange accommodation nearby institution with the notice of H.O.
3. Trainer details will be communicated as earliest as possible. You are requested to contact Madhuri (A.F) - 7019179408 for clarifications.
4. If any changes in schedule dates by NAANDI Foundation will communicated

Principals of TTWRDCs are instructed to follow the above said instructions and any deviation in this matter will be viewed seriously.


Dy. Secretary

To

Copy to All the Principals of TTWRDCs in the state for take necessary action

Copy to all the RCs in the state for information

Copy to JS(Admin) ,Dy.Secretary(Admin/Acad/Accts/Planning) for information.