MEMORANDUM OF UNDERSTANDING (MOU)

Between

Zeal Institute of Business Administration, Computer Application & Research, Pune

&

Rubicon Skill Development Pvt. Ltd.

For Training students under Rubicon's LifeSkills Program

This Memorandum of Understanding is made at Pune on 02th January 2023

BETWEEN

here in after referred to as **Zeal Institute of Business Administration, Computer Application & Research, Pune , Maharashtra**
" (Which term shall so far as the context admits be deemed to mean and include its successors and assignees) of the First Part,

AND

Rubicon Skill Development Private Limited a Company incorporated and registered under the Companies Act, 2013, having its Corporate office at 9th Floor, Tower 1, Fountainhead, Nagar Road, Vimannagar, Pune - 411014, Maharashtra, hereinafter referred to as "**Rubicon**" (which term shall so far as the context admits be deemed to mean and include its successors, administrators, executors and assignees) of the Second Part.

1. Introduction

THE COLLEGE has decided to partner with **RUBICON** for the conduct of **LifeSkills** Program (hereinafter referred to as "Training Program") at THE COLLEGE.

2. THE COLLEGE Responsibilities:

2.1. Shall nominate one person with adequate accountability and responsibility to coordinate the Training Program. He / She would act as the single point of contact for the proposed Training Program.

Rubicon Skill Development Pvt. Ltd. PUNE

Zeal Institute of Business Administration Computer Application & Research Pune-41.

2.2. Shall make available the infrastructure (including IT infrastructure, applications and connectivity) required to conduct the Training Program.

2.3. Shall provide all the support services and facilities to **RUBICON** during the conduct of the said Training Program. Adequate power backup through UPS and DG supplies during the training sessions

2.4. Shall coordinate with **RUBICON** and facilitate conduct of all the assessments including the assessment to be conducted by the external agency (if any) identified by **RUBICON**, as per schedule communicated by **RUBICON**.

2.5. Provide lodging, wherever available, as per the standards of **RUBICON** for faculty conducting the Training Programme for the total duration of the Training Program plus two days (one day prior and one day after closure).The lodging so planned to be provided should be with independent room (with attached toilet), regular water supply, clean, with access to boarding facilities, should have well lit approach and surroundings, have adequate safety & protection and peaceful environment.

2.6. Shall share the details of students in a prescribed format to ensure that there is no duplication of student data.

2.7. This is a multi-year program to create social impact. The college shall share few details to assess the impact of the program. For e.g. Placement details of trained students will be required to assess the impact of the program from one year to another year.

3. **RUBICON Responsibilities:**

3.1. Will provide necessary training as per Training Program requirements and curriculum for delivery as per Annexure I to this MOU

3.2. Will provide suitable faculties for the training exclusive for classroom training/Virtual training

3.3. Will conduct assessment of its own and also arrange external assessment as required.

Rubicon Skill Development Pvt. Ltd. PUNE

Zeal Institute of Business Administration Computer Application & Research Pune-41.

4. **Other Terms & Conditions:**

The following are other terms and conditions of engagement:

4.1. **Batch Size:** The batch size would need to be a min of 35 students and max of 50 students or as mutually agreed.

4.2. Each student would be made available for the Training Program for specified number of hours per day for the duration of the Training Program

4.3. **Pre-assessment & Selection:** RUBICON may carry out pre-assessment of the students who have applied for the course and shortlist the select candidates to undergo the Training Program. The final decision on selection of candidates eligible to take the Training Program shall be with RUBICON.

4.4. Training Program schedule:

4.4.1. Training Program scheduled commencement date is

4.5. Commercials:

4.5.1. Training Fees: The training Fees is as follows,

Since this is a CSR funded Program there is no fee payable by THE COLLEGE for this Training Program

4.5.2. Payment Terms
Not Applicable

4.6. Certification:

Students who are successful in the assessment conducted by RUBICON shall be awarded a certificate post completion of the training program.

4.7. Term of engagement:

This MoU is valid from the date the MOU is made for a period of 3 (Three) years, however both parties agree that based on mutual agreement, the terms may be extended. Both parties also agree that terms may be renegotiated.

4.8. Limitations and Warranties :

Pune-41.

Rubicon Skill Development Pvt. Ltd. * PUNE

Both parties agree that it would be their endeavour to prevent any liability arising out of default or non-compliance of the MoU terms by the other party.

4.9. Termination:

4.9.1. Both parties can terminate the MoU with a prior written thirty (30) day notice on default of terms of non-adherence to any condition or responsibilities by the other party as outlined in this MoU in case such default is not rectified within such 30 days.

4.9.2. Each party shall be at liberty to terminate this MOU with a written notice period of 3 (three) months to the other party without any compensation and seeking legal redress.

4.9.3. Both parties also agree that it would be their professional endeavour that despite any termination of the MOU, progress would continue, without any prejudice to the ongoing Training Program, which would be without any hindrance and would be progressed for completion.

5. **General Terms:**

5.1. Both the parties may receive information proprietary to other party (the Confidential Information) in the course of performance of their obligations under this MOU. Confidential Information is not meant to include any information which (a) is publicly available (b) is rightfully received by the parties from third parties without accompanying secrecy obligations; (c) is already in either party's possession and was lawfully received from sources other than the parties or (d) is independently developed by the parties. The two bodies understand and acknowledge that the Confidential Information is valuable and confidential and agrees that it will at all times be kept in trust to be disclosed only to such persons as have a "need to know" the same for the effective implementation of this MOU and that it will only be used by the parties for the benefit of others.

5.2. Both the parties understand and agree that all written or other tangible data and documentation developed or procured by the other party in performing its obligations under this MOU, whether in printed or electronic form, belongs to other party and that other party will have all rights, titles and interests therein.

5.3. Both parties shall not use the name and brand of other party in any advertisement or make any public announcement without the prior written approval of the other. However RUBICON will

Rubicon Skill Development Pvt. Ltd. PUNE

Zeal Institute of Business Administration Computer Application & Research Pune-41.

have the right to use the testimonials/stories/case studies of students/College/University who have been the part of the Training Program for promoting the Connect with Work Program.

6. **Jurisdiction:**

In the event of any litigation, the court of jurisdiction shall be Pune.

7. **Indemnification**

Both parties agree to indemnify each other and hold the other party harmless from and against any claim, loss, liability, or expense, including, but not limited to, damages, patent, and trademark infringement, costs and attorneys' fees, arising out of or in connection with any acts or omissions of their agents or employees, as related to the terms of this MoU.

Any claim, compensation, case initiated by any student against RUBICON/CSR DONOR in relation to the Training Program due to any acts or omissions of THE COLLEGE, RUBICON shall be defended and contested by THE COLLEGE at their sole expenses and cost keeping RUBICON/CSR DONOR indemnified from the same.

8. **Limitation of Liability:**

Except for the indemnification obligations, both parties agree that the liability would be limited to the amount of actual transactions between the two parties

9. **Notices:**

Any notices under this MOU will be sent by certified or registered mail, return receipt requested, to the respective address of Parties as contained in this MOU. Such notice will be effective upon its mailing as specified.

10. **Intellectual Property Rights**

10.1. RUBICON explicitly warrants that it owns all the intellectual properties related to content in all formats, the technology framework and all other related objects and the THE COLLEGE has no rights to use the content and mode of delivery for any other purpose.

Rubicon Skill Development Pvt. Ltd. PUNE

Pune-41.

10.2. Each party hereby undertakes to inform the other party of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of India Further, each of the party herein, agrees to co-operate with the other to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.

10.3. Upon expiration of this MoU, or two years period of time from the date of completion of the courses, whichever is later, each party hereby agrees that it shall not make any claim on the Trade Name or the copyrights of the other, which belongs exclusively to the other party, nor shall either party use any trade name which is deceptively or confusingly similar to the trade name of the other.

11. Force Majeure:

11.1. Neither party to this MOU shall be liable for any failure or delay on its part in performing any of its obligations under this MOU, if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfil and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.

11.2. Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this MOU be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. Provided however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MOU, such party shall give immediate notice to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

IN WITNESS WHEREOF, to show their assent, the duly authorized representative of the parties hereto have signed the MoU and set their seals as below:-

Rubicon Skill Development Pvt. Ltd. PUNE

Institute of Business Administration Computer Application & Research Pune-41.

Party of the First Part

For
zeal Institute of Business Administration, Computer Application & Research, Pune

Stamp of the Party

Signature of Authorised

Signatory :
Name of Authorised Signatory — Dr. Rajesh Kumar Kashyap

Designation : Principal

Witness
Signature of Witness
Signatory :

Name of Witness : Prof. Pandurang Patil

Designation : Training & Placement Officer

Party of the Second Part
Stamp of the Party:

For Rubicon Skill Development Pvt. Ltd.

Signature of Authorised
Signatory :
Name of Authorised Signatory — **Pravir Kumar**

Designation **Chief Executive Officer**

Witness

Signature of Witness
Name of the Witness — **Dipika Patil**

Rubicon Skill Development Pvt. Ltd. PUNE

Zeal Institute of Business Administration Computer Application & Research Pune-41.

Designation Assistant Manager – Institutional Business

Pune-41.

Rubicon Skill Development Pvt. Ltd. PUNE

Annexure 1

New Hire Training/ Personality Development/ Employability Skills				
Sr. No.	Topic	Methodology	Learning Objectives	Duration
1	Expectation setting	Role play	To learn Industry expectations from freshers	1
2	Ice breaking	Introduction	To know more about the trainer & candidates	1
3	Organizational Structure	Case study	To learn Organizational structure	2
4	SWOT Analysis	Free speech	To identify their Strength/Weakness/Opportunities/ Threat	2
5	Corporate Jargons	Presentation	To learn most commonly used words in corporates	1
6	Public Speaking	Extempore	To eliminate stage fear	2
7	Presentation Skills	Power Point presentation	To articulate your thoughts through Power point presentation	2
8	E-mail Etiquette	Presentation/Mock E-mails	To learn E-mail writing skills	2
9	Grooming	Presentation/Do's & Don'ts/Role play	Dress to impress/ Proximity/ Personal hygiene/	2
10	Body language	Role play	To learn positive body language	1
11	Telephone Etiquette	Role play/Mock Calls	To handle telephonic round of interview/ To learn call mechanics	2
12	Group Discussion	Group activity	To access candidates' public speaking skills	2
13	Personal Interview	Mock Interviews	To perform well during interviews	4
				24 hrs.

Rubicon Skill Development Pvt. Ltd. PUNE

Pune-41.