



MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
TATA CONSULTANCY SERVICES LIMITED (TCS)
AND
RAYAT SHIKSHAN SANSTHA

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is executed 13th on this ---
day of June 2015 between:

RAYAT SHIKSHAN SANSTHA, A Leading education institute, under charitable trust founded in year 1919 and having its registered office at Karmveer Samadhi Parvate, Near Powai Naka, Sotara - 415 001, Dist-Satara and its colleges as mention in the attachment. (Maharashtra (hereinafter referred as "RAYAT" which expression shall unless it be repugnant to the context or meaning thereof be deemed to include President and future management council members and their successors and assigns).

AND

TATA CONSULTANCY SERVICES LTD., (hereinafter referred to as TCS) wherein Tata Consultancy Services is a public limited company registered under the Companies Act, 1956 having its corporate office at 11th Floor, Air India Building, Nariman Point, Mumbai -400 021, Maharashtra, the OTHER PART

RAYAT SHIKSHAN SANSTHA and "TCS" are hereinafter collectively referred to as the "Parties" and individually as "Party" as applicable

1. PURPOSE

The purpose of this MOU is to provide the framework for a partnership arrangement between **RAYAT SHIKSHAN SANSTHA** and TCS, to provide training services to improve the employability of students graduating from **RAYAT SHIKSHAN SANSTHA**

Objective: The employability of our graduates continues to remain weak. In the current context, skilling graduates to enhance their employability and enabling them to be effective contributors of nation's growth and development assumes paramount importance. **RAYAT SHIKSHAN SANSTHA** help the students to get the knowledge there is a requirement to enhance the employability. Thus, the idea is to start imparting Employability and Skill Development training to Rayat Shikshan Sanstha's graduate students.

The main objective is to provide 80/100 hours free training so as to groom and have employable life of graduates who are unemployed at skill as well as to provide graduation token.

Signatures

Rayat Shikshan Sanstha

NOTARY

3. PROGRAMME DETAILS

A two training programme of about 30 to 100 hours is offered with an intent to improve the employability of final year graduation students and unemployed graduates by improving their English communication skills, corporate etiquette, analytical thinking, problem solving skills, basic computer skills and personality development.

3. ELIGIBILITY

- a. Bachelors, Masters in Arts and Commerce are eligible for the training (B.Sc. IT, B.Sc. Computer Science, B.Sc. Computer Applications, M.Sc., MBA, MCA are excluded)
- b. Final year graduation, final year masters students from all streams excepting the ones excluded in section (i) of eligibility, can be trained during preferably during June - January of a fiscal year. (ii) The option of conducting training during all months of the year will remain open to TCS.
- c. Candidates pursuing distance education graduation courses will not be eligible.
- d. Functional understanding of English, MS-Word, MS-Excel, numerical and logical understanding is preferred.
- e. The candidates should not have a gap of more than three years after his graduation or post graduation.

4. AREAS OF COOPERATION

Rayat Shikshan Sanstha shall provide the following services:

- a. Identify candidates (following the eligibility criteria) for training and counsel and familiarize the candidates and share the profiles of these candidates' details with TCS. Rayat Shikshan Sanstha will capture data pertaining to the candidates' name, age, educational qualification, caste etc., in the format provided by TCS and share the same with TCS.
- b. Upon signing of this MOU, Rayat Shikshan Sanstha will provide a schedule/time table for the entire year during which TCS trainers can conduct the classes. TCS will accordingly deploy its trainers at the scheduled locations in accordance with the agreed time table. Any changes to the schedule will be mutually agreed between Rayat Shikshan Sanstha and TCS.
- c. Intimate the candidates about the pre-assessment test, if any, to be conducted by TCS.
- d. Intimate the candidates about the training to be conducted by TCS. The list of candidates for training will be provided by Rayat Shikshan Sanstha whereas TCS will impart training using its standard training module prepared by its learning & development domain for Affirmative Action Employment Training Programme.
- e. The training will be imparted by trainers nominated by TCS. The date of training will be finalised in consultation with respective Principals / Directors of colleges, Rayat Shikshan Sanstha, under intimation to Rayat Shikshan Sanstha Headquarters or by both.
- f. Rayat Shikshan Sanstha shall provide logistic support in the form of
 - Training rooms with White Board or Black Board, marker pens / chalk and desks and chairs for conducting training.
 - Computers with typing tutor, MS Office and internet access (for computer training and improving technical skills) TCS will indicate number of computers required.
 - Class rooms for conducting recruitment process at the end of training.
- g. The Principals / Directors will be responsible to ensure retention and regular attendance of the trainees and TCS trainer(s) will address any issues related to discipline for the successful completion of the training programme.
- h. Intimate TCS of the names of candidates who have secured jobs elsewhere after completion of the training.

TCS will provide the following:

- i. TCS will provide the following:
- ii. TCS will provide the following:
- iii. TCS will provide the following:



- i. Intimate the training cost and process training material on a need for discretion
- c. Train the candidates for 80 hours on English Communication skills, Computer, analytical thinking, problem solving skills, and personality development
- d. Train the candidates for 20 hours on basic computer skills, based on the availability of computers.
- d. Conduct orientation session at the beginning of each training batch to give an understanding of training content, syllabus, and methodology of the training programme. Any training property marked as "TCS confidential" will not be shared and decision in this regard taken by TCS will be final and binding.
- c. Conduct exit test and interviews at the end of training.
- f. Distribute "Certificates of participation" by TCS to all trainees who have attended the training regularly (having over 80% attendance)
- g. If there are vacancies conduct the regular recruitment process of the Company in a fair manner as per Company policies after completion of the training.
- h. Intimate Rayat Shikshan Sanstha, of the names of candidates completing the training and names of candidates selected for joining TCS for employment if they are selected.
- i. TCS shall bear the cost of printing the certificates and maintaining the original TCS certificate format & color combination
- j. TCS shall have no commitment to provide employment.
- k. TCS shall mention the salary package and other terms and conditions of employment to the candidates selected in the interviews in accordance with the regular recruitment process of TCS HRD.
- l. TCS shall maintain transparency in providing employment to successful trainees.

ORI
TCS

5. COST:
 - a. TCS shall bear the cost of the trainers who will be conducting the training.
 - b. TCS shall bear the travel cost and boarding/lodging cost of its trainers.
 - c. Rayat Shikshan Sanstha shall bear the cost, if any, of intimating the candidates regarding the training.
 - d. Rayat Shikshan Sanstha shall bear the cost of training rooms and computer labs.

6. GENERAL CLAUSES:
 - a. TCS does not guarantee employment of the trained candidates either with TCS or with any other company. But it will take all possible measures to recruit the trained candidates of Rayat Shikshan Sanstha under this MOU.
 - b. The MOU shall commence on [1st January 2015] and be valid for a period of one year i.e., till [31st December 2020]. Prior to the expiry of the term, the MOU may be further extended by mutual agreement between both the Parties. Either Party may terminate this MOU with a thirty (30) day notice to the other in writing.
 - c. Neither Party may use the name of the other Party in press releases or other public notifications except with the prior written consent of the other Party or to the extent required by applicable law.

7. LIABILITY:
 - a. TCS makes no warranties to Rayat Shikshan Sanstha, express or implied, with respect to the contents of this MOU. All warranties are hereby disclaimed. TCS shall not be liable to Rayat Shikshan Sanstha for any special, indirect, incidental, consequential, exemplary or punitive damages whether in contract, tort or other theories of law; no legal or financial liability with respect to this MOU shall exist with Rayat Shikshan Sanstha.
 - b. Rayat Shikshan Sanstha makes no warranties to TCS, express or implied, with respect to the contents of this MOU. All warranties are hereby disclaimed. Rayat Shikshan Sanstha shall not be liable to TCS or any other for any special, indirect, incidental, consequential, exemplary or punitive damages whether in contract, tort or other theories of law; no legal or financial liability with respect to this MOU shall exist with TCS or any other.

9. CONFIDENTIALITY:

Ravat Shiksha Sanshodhan shall maintain in confidence and shall not disclose or divulge to any third party or use for any other purposes other than as described herein, all or any of the information of TCS including existence of this MOU, any training, strategy, process, training material, business or technical information or any information regarding any employees, disclosed by TCS or which may come into its knowledge or custody, without the prior written consent of TCS. This clause shall survive the term, expiry or termination of this MOU.

Confidential Information shall not extend to include

- information already known to the receiving party free of any restriction,
- subsequently learned from an independent third party free of any restriction and without breach of this MOU,
- is or becomes publicly available through no wrongful act of the receiving party or any third party,
- is independently developed by the receiving party; or

is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, provided, however, that the receiving party shall advise the disclosing party of such required disclosure and promptly assist in limiting any such disclosure.

Handwritten stamp: "CONFIDENTIAL" with a circular border and "RF" written above it.

10. INTELLECTUAL PROPERTY RIGHTS:

All and any proprietary or pre-existing rights of TCS in any TCS tools, processes, utilities, methodologies, patents, trademarks, copyright, training materials, documentation or other proprietary products belonging to and used by TCS in the provision of training including any modifications, enhancements or customizations made thereto whether or not in the course of provision of TCS ("TCS IP") shall be the sole and exclusive property of TCS. All training material provided under this MOU shall not be used for any other purpose other than the purpose mentioned in this MOU. All the training material shall be returned to TCS by Ravat Shiksha Sanshodhan post expiration or termination of this MOU.

11. FORCE MAJEURE:

Neither Party shall be liable for any failure or delay in the performance of its obligations under this MOU to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including but not limited to, by fire, flood, earthquake, elements of nature or acts of God, acts of state, strikes, acts of war, terrorism, accident, riots, civil disorders, rebellions or revolutions, quarantines, embargoes and other similar governmental action (each a "Force Majeure Event"). Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within two (2) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

12. NOTICES:

All notices, requests, demands and other communications related to this MOU, or in connection herewith shall be given to or made upon the respective Parties as follows:

To TCS:

Tata Consultancy Services Limited

TCS House

Raveline Street, 21 D.S. Marg, Fort,

Mumbai - 400 001

Attention: Human Resources
Global HR (Local) 1001

To Ravat Shiksha Sanshodhan:

Post Box 100, Ravat Shiksha Sanshodhan

Sanjay Park, Sector 10, Gurgaon

Haryana - 122 002



12. ENTIRE AGREEMENT

This MOU constitutes the entire understanding between the Parties and all other understandings and arrangements (whether oral or written) between the Parties relating to the subject matter hereof.

13. SEVERABILITY

Any provision of this MOU that is determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions of this MOU or affecting the validity or enforceability of such provision in any other jurisdiction.

14. AMENDMENTS

Amendments, modifications or waiver in respect of this MOU will be effective in writing and executed by both the Parties.

15. WAIVER

Any failure by either Party to enforce any provision of this MOU shall not be construed as a waiver of the rights to so enforce such provisions at a later date or upon any subsequent breach.

16. ASSIGNMENT AND SUCCESSION

The rights, benefits and liabilities of Rayat Shikshan Sanstha under this MOU shall not be assigned or otherwise transferred to any third party without the explicit written consent of TCS. This MOU shall inure to the benefit of and be binding upon the legal successors of the Parties.

17. GOVERNING LAW & DISPUTE RESOLUTION

In case any dispute arises between Parties, an effort shall be made to settle the same amicably. This MOU is subject to the exclusive jurisdiction of the competent courts at Mumbai. This contract shall be construed and interpreted in accordance with the laws of Republic of India.

SIGNATORIES

In witness hereof, the Parties hereto have signed this MOU in 2 original copies in English on the date(s) herein below indicated.

(Handwritten Signature)
Secretary

Rayat Shikshan Sanstha, Satara

Name: *Prin. Dr. Ganesh Anant Thakor*

Name:

Designation:

Designation:

Secretary, Rayat Shikshan Sanstha, Satara

Date: 1st January 2015

Date:

Place: Satara

Place:



रयत शिक्षण संस्था | RAYAT SHIKSHAN SANSTHA
 संस्थापक: कर्मवीर भाऊराव पाटील
 स्थापना: १९५२

Founder: Karmaveer Bhausaav Patil
 Established: 1952

Central Office, Karmaveer Samadhi Parisar, Near Powai Naka, Satara - 415 001.

डा. क. स्क्रिप्ट 30804
 दि. २६/१२/२०१७

प्रति,

१. प्राचार्य, राधाबाई काळे महिला महाविद्यालय, अहमदनगर
२. प्राचार्य, दादा पाटील महाविद्यालय, कर्जत
३. प्राचार्य, कर्मवीर भाऊराव पाटील महाविद्यालय, पंढरपूर
४. प्राचार्य, महाराजा जिबाजीराव शिंदे महाविद्यालय, श्रीगाँवा
५. प्राचार्य, रा. व. नारायणराव बोरावके कॉलेज, श्रीरामपूर
६. प्राचार्य, कला व वाणिज्य महाविद्यालय, मादा
७. प्राचार्य, सी.डी. जैन कॉलेज ऑफ कॉमर्स, श्रीरामपूर
८. प्राचार्य, लक्ष्मीबाई भाऊराव पाटील महिला महाविद्यालय, सोलापूर
९. प्राचार्य, एम.एम. जी. एम. कॉलेज, कोपरगाव

विषय - TCS - Campus to Corporate प्रशिक्षण

उपरोक्त विषयास अनुसरून आपणास कळविण्यात येते की, गतवर्षी सन्ध्येमधील ३० महाविद्यालयात Campus to Corporate हा उपक्रम राबविण्यात आलेला होता. यामधून मोठ्या संख्येने विद्यार्थ्यांची निवड TCS कंपनीमध्ये झालेली आहे. निश्चितच ही अभिनंदनीय बाब आहे.

यावर्षापासून हा उपक्रम आपल्या महाविद्यालयामध्ये राबविण्याचा आहे. हा उपक्रम यालीतप्रमाणे राबविण्यात यावा.

- १) TCS च्या Faculty Development Programme मध्ये प्रशिक्षण घेतलेल्या प्राध्यापकांनी या कोर्समध्ये विद्यार्थ्यांना प्रशिक्षण द्यावयाचे आहे.
- २) बी.ए. / बी.कॉम./बी.एस्सी. च्या अंतिम वर्षात शिकणा-या व TCS मध्ये नोकरी करण्यास इच्छुक असणा-या विद्यार्थ्यांचीच बँच तयार करावी.
- ३) या कोर्सचा अभ्यासक्रम ७० तासांचा आहे व फेब्रुवारी २०१८ अखेर पूर्ण करावयाचा आहे. याचे वेळापत्रक तयार करावे.
- ४) या कोर्सच्या विद्यार्थ्यांसाठी दिलेल्या Study Material चा वापर करावा. (सोबत Attachment)
- ५) Faculty Development Programme मधील प्रशिक्षणाप्रमाणे विद्यार्थ्यांना मार्गदर्शन करावे.
- ६) सहभागी होणा-या विद्यार्थ्यांची यादी TCS ने दिलेल्या नमुन्यात rayatsrproject@gmail.com व mujawargn@gmail.com या मेसजर पाठवावी. (सोबत Attachment)
- ७) TCS मार्फत अंतिम वर्षांच्या परीक्षा झाल्यानंतर Campus Interview घेणेत येतील.

क्र. नं.	१११४
दि. २७.१२.१७	
प्रकार	
विषय	
वर्ग	

Handwritten signatures and dates: 27/12/2017

पान नं २ वर

Most important - To be planned & executed



- ८) Campus to corporate या प्रशिक्षणात सहभागी झालेल्या विद्यार्थ्यांना नोकरीसाठी प्राधान्य देणेत येईल.
- ९) महाविद्यालयाने प्रशिक्षणात सहभागी झालेल्या विद्यार्थ्यांना TCS ने दिलेल्या नमुन्यात सर्विफिकेट्स द्याव्यानी आहेत.
- १०) Campus Drive साठी योग्य ती व्यवस्था महाविद्यालयातील Placement Cell च्या सहकार्याने करावयाची आहे.
- ११) या कोर्ससाठी कोणतीही फी आकारू नये.
- १२) बरील कोर्ससंदर्भात अधिक माहितीसाठी प्रा.जी.एन.मुजावर (मोबा.९५०३५३३५४१ / ९३२५२९१९००) यांचेसि संपर्क साधावा.

हा उपक्रम यशस्वी करणेसाठी सर्वांनी विशेष प्रयत्न करावेत.



(प्रि.डॉ.भद्रकसाहेब कराळे)

सचिव,

रयत शिक्षण संस्था, सातारा

- सोबत : १) विद्यार्थी व फॅकल्टीसाठी Study Material
२) विद्यार्थ्यांची यादी पाठविणेसाठी EXCEL format

प्रत माहितीसाठी

- १) सहसचिव (उ.शि.), रयत शिक्षण संस्था, सातारा
- २) प्राचार्य, डॉ. बी. टी. जाधव, दहिवडी कॉलेज, दहिवडी
- ३) प्रा.बॉ.व्ही.एम.कुमार, धनंजयराव गाडगीळ बाणिज्य महाविद्यालय, सातारा
- ४) प्रा.जी.एन.मुजावर, सातारा



रयत शिक्षण संस्था
 Founder: Karmaveer Samadhi Parisar
 स्थापना: १९२९

RAYAT SHIKSHAN SANSTHA
 Founder: Karmaveer Bhaaurav Patil
 Established: 1919

Central Office, Karmaveer Samadhi Parisar, Near Powai Naka, Satara - 415 001.

जा. क्र. लि. 130202
 दि. १४/१२/२०१७

प्रति,
 प्राचार्य,
 राधाबाई काळे महिला महाविद्यालय, अहमदनगर

विषय - TCS Faculty Development Programme.

उपरोक्त विषयास अनुसरून आपणास कळविण्यात येते कि, टी.सी.एस. व रयत शिक्षण संस्था यांचे संयुक्त विद्यमाने सोयत दिलेल्या महाविद्यालयातील प्राध्यापकांसाठी Faculty Development Programme आपल्या महाविद्यालयात आयोजित करणेत आलेला आहे. याचा तपशील खालीलप्रमाणे-

- १) प्रशिक्षणाचा कालावधी दि. १८/१२/२०१७ ते २२/१२/२०१७ असा ५ दिवसांचा असेल.
- २) प्रशिक्षणासाठी प्रत्येकी रु. १०००/- रजिस्ट्रेशन फी सहभागी प्राध्यापकांकडून घ्यावयाची असून यामध्ये वहापान, अल्मोपहार व दुपारच्या भोजनाची तसेच फाईन्स, पेन इ. व्यवस्था करावयाची आहे.
- ३) टी.सी.एस. कंपनीमार्फत जे प्रशिक्षक येतील, त्यांची राहणेची व भोजनाची योग्य ती व्यवस्था महाविद्यालयाने करावयाची आहे. त्यांचे नाव व मोबाईल नंबर आपणास स्वतंत्र पत्राने कळविण्यात येईल.
- ४) प्रशिक्षणासाठी एल.सी.ई. ची व्यवस्था असणारा हॉल उपलब्ध करून द्यावा.
- ५) सोबत फॅकल्टी व विद्यार्थी यांच्यासाठी आवश्यक असणा-या Study Material ची Soft Copy पाठवावी आहे. यामधील Study Material for Faculty याच्या सेरॉक्स प्रती सहभागी प्राध्यापकांना नोंदणीच्या वेळी द्याव्यात, यासाठी त्यांचेकडून योग्य मूल्य घ्यावे. तसेच विद्यार्थ्यांच्यासाठी असणा-या Study Material ची Soft Copy सहभागी प्राध्यापकांना द्यावी.
- ६) आवश्यकतेनुसार सहभागी प्राध्यापकांची राहणेची व्यवस्था करावी.
- ७) या प्रशिक्षणासाठी आपल्या महाविद्यालयातील Co-ordinator यांची नेमणूक करावी.
- ८) प्रशिक्षण दि. १८/१२/२०१७ रोजी सकाळी १०.०० वाजता सुरु होईल. हे प्रशिक्षण सकाळी १०.०० ते दुपारी ४.०० वाजेपर्यंत असेल.
- ९) प्रशिक्षणाचा कार्यक्रम पूर्ण झालेनंतर सबिस्तर अहवाल संस्थेकडे rayatsproject@gmail.com वा इमेलवर पाठवावा व त्याची प्रत mujawargn@gmail.com वा इमेलवरही पाठवावी. अधिक माहितीसाठी प्रा. मुजावर जी. एन. (मोबा. ९३२५२९१९००) यांचेशी संपर्क साधावा.



(शि. डॉ. माऊसाहेब कराळे)
 सचिव,
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