

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "Agreement") is made at Navi Mumbai on 25th July 2023 and between

- 1. FG Naik College of Arts, Science (IT) and commerce having its presence at Sector 8, Kopar Khairane Navi Mumbai as First Party.**
- 2. American India Foundation(AIF) having its head office at Sector 24, Gurugram Delhi as Second Party**

American India Foundation with support of FG Naik college will conduct employability, Livelihood generation and career development training for youth who will be joining professional jobs immediately upon completion of training program.

Both the parties agree to falling terms and conditions.

- 1. American India Foundation - Second Party will offer a training program to the candidates who are willing to join the full-time job immediately after completion of the training which is designed to enhance their communication and interpersonal skills, computer skills, the domain skills which will be required in the current job market, so to make them employable.**
- 2. American India Foundation- Second Party will not charge any fees from the students or from the college.**
- 3. American India Foundation - Second Party will provide online/ offline training and Premises at Navi Mumbai for the period not more than three months.**
- 4. FG Naik College - First Party will provide the candidates to AIF who are interested to take up jobs immediately after the training, preferably from the alumni of the college from BCom, BSc IT section.**
- 5. American India Foundation - Second Party will not provide any stipend during the course nor they are eligible to provide any travelling charges incurred to the students to attend the training. Students need to bear this expense themselves.**
- 6. FG Naik College- First Party will help American India Foundation Officials to get candidates details like educational proof, Aadhar card, pan card, address Proof and photo for official purpose, thus to support the second party AIF to complete the enrollment process**
- 7. American India Foundation- Second Party under takes that the database provided (if any) by FG Naik College under no Circumstances will be misused or sold to any third party.**
- 8. American India Foundation - Second Party is not liable to provide any training material.**
- 9. American India Foundation - Second Party will maintain attendance record of the students and will share it with first party at the end of the training program.**

10. American India Foundation - Second Party will provide placement assistance to the candidate after completion of the training for full time employment, and share the placement details with FG Naik College after completion of placements.
11. FG Naik College - First Party will support American India Foundation to collect placement related or any other documents of the candidate which will be required for the official purpose.
12. American India Foundation- Second party will provide course completion certificate to the candidate who complete training with attendance more than 80%.
13. The MOU shall be effective from 25th of July 2023 till 31st March 2024 unless terminated by the party by giving one month notice in advance.
14. Any controversy arising out of or related to the agreement including any dispute as to the existence, Subsistence, interpretation and validity or breach thereof shall be settled by mutual understanding by both the parties.

Ms. Nectu Verma

Project Lead

American India Foundation

For
Tarun Kumar
Project Manager



Y. H. H. H.
I/C PRINCIPAL
Principal
FG Naik College Of
Arts, Science & Commerce
Borikode, Koparkhairane,
Navi Mumbai, Dist. Thane



SHRAMIK SHIKSHAN MANDAL'S

F. G. NAIK COLLEGE OF ARTS, SCIENCE (TT) & COMMERCE

(Affiliated to University of Mumbai)

Plot No. 11-21, Sector-8, Koparkhairane, Tal. & Dist. Thane, Navi Mumbai - 400 709.

Mob. : 7303984358 Ph. 2754 6364 Email ID : fgnaik_college@rediffmail.com

Date :

Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is made on this 01 July 2023, by and between:

Shramik Shikshan Mandal's, F. G. Naik College of Arts, Science (TT) & Commerce, represented by its I/C Principal **Mr. Pratap Shahaji Mahadik** having its registered institution at **Koparkhairane, Navi Mumbai** hereinafter called as "**College**" (which expressional shall unless it be repugnant to the meaning or context thereof be deemed to be included of his/ her legal heir(s), successor(s), legal representative(s), agent(s)) of the one part:

AND:

Magic Bus India Foundation, a not for profit organization, registered under Section 25 of the erstwhile Companies Act 1956 (CIN No. U91110MH2001NPL130853), having its registered office at Reliable Plaza, Unit No 301, 3rd Floor, Plot No K 10, Kalwa Industrial Area, Village Elthen, Navi Mumbai, Thane Director - W, MH 400708, hereinafter called as "**Magic Bus** " (Which expression unless be repugnant to the context or meaning there of be deemed to include its executors, administrators and assigns) of the OTHER PART:

Magic Bus and the College are hereinafter collectively referred to as the *Parties and individually referred to as the "Party"*.

WHEREAS:

a) **College** has been actively engaged in the improvement of education levels of the children and youth belonging to the disadvantage section and other section of the society.

b) **Magic Bus** intends to positively impact the underprivileged youth of the country through its educational process. **MAGIC BUS FOUNDATION** will bring in quality course material and the educational process to the partnership.





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- c) **Magic Bus** has developed a Skill development courses which it delivers to students through its NGO partner centers across India. Magic Bus shall also conduct the training placement to enable the student to put into practice the theory and methods acquired during the course and strengthen their future career prospects.
- d) **Shramik Shikshan Mandal's, F. G. Naik College of Arts, Science (IT) & Commerce**, has approached Magic Bus with the intent to conduct the course developed by Magic Bus Foundation, at its centers listed in the MOU for the benefits of their students.
- e) This MOU is intended to serve as a mutual expression of the Parties' intentions with respect to cooperation as provided herein and is not a legally binding contract or commitment in respect of the same. The obligation of Parties to consummate the cooperation contemplated in the MOU is conditional and contingent upon the execution of definitive MOUs, acceptable in form and substance to both Parties. The Parties hereto shall not have any legal obligation with respect to such cooperation unless and until they execute definitive project MOUs for such cooperation.

NOW THIS MOU WITNESSES AS UNDER:

- 1) **NATURE OF WORK**
Magic Bus has developed a Skill development courses which it shall deliver to students of the college through its NGO partner centers across India for which the courses shall be conducted by Magic Bus as given in Annexure I.
- 2) **TERM:**
This Agreement is valid for **24 MONTHS** starting from **01/07/2023** can be extended on mutual agreement of both the parties.





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3) RESPONSIBILITIES OF THE PARTIES

3.1 The MBIF undertakes that it shall:

- i) Shortlist the students from the list of candidates as per the eligibility criteria.
- ii) Conduct the training for students as per list of courses in Annexure I.
- iii) Conduct Career Guidance Talk/Change Maker Sessions for students.
- iv) Provide certificate to the students who complete the course successfully.
- v) Conduct a training and conduct a placement drive to strengthen their future career prospects.
- vi) Provide placement assistance to eligible students.

3.2 The College undertakes that it shall:

- i) be responsible for sharing candidates details from as per the objectives and guidelines provided by Magic Bus.
- ii) Provide necessary facilities and infrastructure to conduct the courses and for the objective of the Agreement.

4) INTELLECTUAL PROPERTY RIGHTS

- i) All Intellectual Property Rights belonging to a Party prior to signing of this Agreement shall remain vested and remain the property of that Party.
- ii) This Agreement does not constitute a trademark or service mark license by either party to other or its Subcontractors.
- iii) College shall not use Magic Bus brand, logo, trademark, service mark or trade name or any intellectual property without Magic Bus prior written consent, the granting of which shall be within Magic Bus absolute and sole discretion and if so granted College will comply with Magic Bus brand guidelines and terms of brand usage. If such written consent is provided, College shall not by virtue thereof, acquire or obtain or have any rights in Magic Bus trade names, trademarks, logos and/or brands (or any Intellectual Property Rights therein).





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iv) Magic Bus shall not use College brand, logo, trademark, service mark or trade name or any intellectual property without college prior written consent, the granting of which shall be within college absolute and sole discretion and if so granted MBIF will comply with college brand guidelines and terms of brand usage. If such written consent is provided, MBIF shall not by virtue thereof, acquire or obtain or have any rights in college trade names, trademarks, logos and/or brands (or any Intellectual Property Rights therein).

5) **CONFIDENTIALITY**

Parties shall maintain confidentiality of and shall not disclose any of the terms of this MoU and any other information related to the other Party or its representatives or affiliates, provided by either Party to the other pursuant to this MoU (**Confidential Information**), without prior written consent of the other Party, except where any Confidential Information:

- i) is required to be disclosed by law, by order of a court of competent jurisdiction or by any law, rule or regulatory or governmental body having jurisdiction (provided that any Party so required shall if legally permissible and reasonably practicable inform the other Party about disclosure); or
- ii) Where the Confidential Information is in or comes in to the public domain or is generally available to the public, in each case, other than as a result of breach of this MoU.

6) **INDEMNITY**

Parties shall indemnify, defend, and hold harmless the other party (including its successors, affiliates, and assigns) and its respective directors officers, employees, agents, etc. (the "Indemnified Persons") against any and all loss, expenses, costs, third party claims, damages, liabilities or fees (including legal fees and expenses) that the Indemnified Persons may suffer arising out of breach of any of the terms contained in this MoU.





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7) **NOTICE**

Any notice or other communication to be given under this MoU must be in writing (which includes fax or email, but not any other form of Electronic Communication) and must be delivered by hand or sent by post or courier or fax or email to the Party to whom it is to be given at its address appearing in this MoU as follows:

To College at:

Address: **PLOT NO 11 – 21, SECTOR-08, KOPARKHAIRNE, NAVI MUMBAI 400709**

Phone: 7303984358

E-mail : fgnaik_college@rediffmail.com

To Magic Bus India Foundation at:

Address: **-3rd Floor, Reliable Plaza, Thane Belapur Road, Airoli, Navi Mumbai, Maharashtra -400708.**

E-mail: akshaymane133@gmail.com

or at any such other address or fax number of which it shall have given notice for this purpose to the other Party or Parties (as may be relevant) under this Clause. Any notice or other communication sent by post shall be sent by prepaid registered post and any notice sent by fax must be followed up by delivery through courier.

8) **NOTICE OF TERMINATION OF MOU**

Either Party by giving one month's notice in writing to the Other Party may terminate this MOU before its expiry.

- i) Both Parties shall also have the right to terminate the MOU without prior notice if
- ii) a) there occurs a breach of any terms of this MOU which remains uncured for a period of fifteen (15) days after being notified in writing to the other Party;





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- b) Either Party commits any act or omission which harms the reputation of the other party
- c) Either party acts in a manner prejudicial to the interest of the other and affected party shall be the sole judge in this regards.

Upon termination, college shall forthwith return, without any delay, all unutilized courseware to MAGIC BUS, without claiming any right whatsoever on the same.

- iii) Expiry or termination of this MOU howsoever occasioned shall be without prejudice to rights and obligations occurred or incurred prior to the date of expiry or termination and accounts between the parties shall be promptly settled.

9) **DISPUTE RESOLUTION.**

- i) In the event of any unresolved dispute or difference of any nature whatsoever between the Parties arise out of this MOU, it will be referred to single arbitrator, to be appointed by both Parties and the decision thereof shall be final and binding upon the Parties. The arbitration proceedings shall be conducted in NA in English language and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and enactments / modifications, if any, thereof.
- ii) Governing Laws and Jurisdiction. This MOU shall be governed and construed in accordance with the Indian laws and subject to the exclusive jurisdiction of competent courts at NA.

10) **MISCELLANEOUS**

- i) **Costs**
Each Party shall be responsible for bearing its own costs and expenses incurred in connection with the transactions contemplated herein.
- ii) **Binding**
This MoU shall constitute a binding agreement amongst the Parties and enforceable in accordance with its terms.





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- iii) **Amendments**
No modification or amendment of this MoU and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by all the Parties.
- iv) **Relationship**
None of the provisions of this MoU shall be deemed to constitute a partnership between the Parties and no Party shall have any authority to bind the other Party otherwise than under this MoU or shall be deemed to be their agent in any way.
- v) **Compliance with Applicable Law**
Each Party hereby undertakes and agrees that it shall comply with Applicable Law in relation to the transactions contemplated under this MoU.
- vi) **Entire MOU.**
This MOU supersedes all earlier MOUs, arrangements, letters correspondence, understandings etc. with respect to the subject matter of this MOU. Any modification, amendment or alteration in respect of this MOU or any provision hereof shall not be valid or effective unless the same is/are reduced in writing and signed by the Parties hereto.
- vii) **Severance.**
If any of the provisions of this MOU is held to be not valid, remaining provisions shall however be valid and binding on both the parties.
- viii) **Authorization**
The persons, signing this MoU on behalf of the Parties, represent and covenant that they have the authority to so sign and execute this document on behalf of the Parties for whom they are signing.





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IN WITNESS WHEREOF the Parties have by duly authorized representatives
The Shramik Shikshan Mandal's, F. G. Naik College of Arts, Science (IT) &
Commerce for Men, their respective hands and seal on the date first above written
in the presence of:

Signed by:

I/C. Principal

Signed by:

MAGIC BUS FOUNDATION
For and on behalf of (FIR) (MAGIC BUS INDIA FOUNDATION)

Date:

Annexure I

MAGIC BUS FOUNDATION Approved Courses to be run at Shramik Shikshan
Mandal's, F. G. Naik College of Arts, Science (IT) & Commerce



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Date : 01/02/2024

To,
Reliance Foundation
Registered Office, 9th Floor,
Maker Chambers IV, 222,
Nariman Point, Mumbai - 400021
And
Magic Bus India Foundation,
Unit No 301, 3rd Floor, Reliable Plaza,
Thane Belapur Road, Airoli, Navi Mumbai, Mumbai - 400708

Subject: Acceptance of Collaboration – Reliance Foundation – 21st Century Skills Initiative

Dear Sir/Ma'am,

This letter confirms **Shramik Shikshan Mandal's, F. G. Naik College of Arts, Science (IT) & Commerce** of the collaboration opportunity for the 21st Century Skills Initiative led by Reliance Foundation and supported by Magic Bus India Foundation as the learning and development partner.

The initiative aims at equipping underprivileged youth with training in essential 21st century related to employability skills and providing employment opportunities to the skilled youth.

The objective is to focus on building work preparedness in recent graduates and provide them with job opportunities in diverse sectors. We recognize the importance of preparing our graduates with in-demand skills for the job market. We believe this initiative aligns with our goals and are committed to its success.

Our support to the programme implementation team for this collaborative effort includes:

- **Mobilisation:** Actively providing a list of recent graduates and facilitating mobilisation activities.
- **Programme Activities:** Facilitating training sessions and placement drives/job fairs for interested graduates by providing necessary infrastructure on the institute premises.
- **Ongoing Communication:** Maintaining regular communication with the programme implementation team for guidance and updates.

We appreciate being selected for this valuable initiative and look forward to a successful collaboration and the positive impact it will have on our students.

Sincerely,

I/C. Principal

Shramik Shikshan Mandal's, F. G. Naik College of Arts, Science (IT) & Commerce

Feb 02, 2024

Reference No: 74532

Letter of Intent

Dear **Snehal Chavan**,

We are happy to announce that you have been selected for the position of **"CUSTOMER SUPPORT REPRESENTATIVE"** for OPERATIONS (283) Department in Eureka Outsourcing Solutions Pvt. Ltd. "EOS"

Your date of joining/induction would not be later than **May 01, 2024**.

Your total monthly stipend amount for this position would be **Rs. 15000.0/-**
(Stipend amount paid would subject to all relevant tax laws)

We look forward for a long-lasting performance and growth oriented association with you. You are requested to submit the documents listed overleaf on the date of joining for further proceedings. Kindly note that this is a Letter of Intent and your joining would be subject to submission of required documents, verification and training certification. All Original documents required for joining are to be submitted for verification. In case of any irregularity in the Original documents your joining would be put on hold till the final verification.

You will be paid a stipend amount of **Rs. 0.0/-** during the training period.

The training duration for the process would be of 7 days and the stipend will be credited along with your **2nd month salary**. In case you do not pass the certification subsequent to the training you will not be eligible for receiving the stipend amount for the appropriate days. During the training period if you do not report to work for 2 consecutive days without intimation you will be treated as absconding. No Stipend would be payable in such case.

**Training period can extend by 3-4 working days depending upon the content coverage, and trainees capability in learning the subject matter. The extended period shall form part of the stipend amount stated in the LOI.

Issued by

Eureka Outsourcing Solutions Pvt. Ltd
Human Resource Department



Eureka Outsourcing Solutions Pvt. Ltd.

Corporate office: High Street Corporate Centre, 5th Floor, Kapurbavadi Junction, Majiwada Thane (W) - 400607

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