



TALROP .

TALROP CAMPUS PLACEMENT PROGRAM

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MEMORANDUM OF UNDERSTANDING

TALROP EDUCATIONS PRIVATE LIMITED, KERALA, INDIA and (Institute Name, Location)

This Memorandum of Understanding (MoU) made and entered into on this Wednesday of 23rd September, 2020 between Talrop Educations Private Limited, (hereinafter referred to as "Talrop") which expression shall include its successors and permitted assignees, with its registered office at Talrop Educations Private Limited, 3rd floor, Ardra Building, No 5 Maveli Nagar, Thrikkakara Pipeline Junction, Kochi, Kerala - 682033, the First Party and "Institute" situated at "Institute Address" established under Trust/NGO/Organisation (hereinafter referred to as "Institute") the Second Party.

PREAMBLE

Whereas both the Parties have under this MOU agreed to collaborate with each other for increasing employability, assisting placement and for facilitating skill development for the persons trained under Talrop EdTech Platform (www.talrop.com) which acts as a building platform to scale digital learning resources to everyone, everywhere to make necessary manpower for Industry 4.0. Talrop has structured the syllabus depending on different designations. The following has been agreed to between the Parties to this effect:-

1. Talrop is willing to offer www.talrop.com online platform's services to all of the persons of the Institute.
2. The services of www.talrop.com shall be completely free for the students for a period of 3 months.
3. Talrop will showcase the successful candidates, from the candidates trained under it, to its large pool of employers and also offer job opportunities as and when needed at the discretion of Talrop.
4. Talrop will engage with the Institute, to enable skill development for candidates by training under various skill training programmes using its EdTech platform. Authentic training certificates will be awarded to students who complete courses in Talrop EdTech Platform. The various course designations are UI Engineer, DevOps Engineer, Backend Developer, Web Application Developer, Mobile Application Developer, ERP Developer, Data Scientist, Machine Learning Engineer, Artificial Intelligence Engineer, Blockchain Developer, Augmented Reality Engineer, Virtual Reality Engineer, Internet Of Things (IOT) Engineer and Robotics Engineer.

TALROP'S OBLIGATION : To provide an online customized platform to the members on www.talrop.com (Talrop EdTech Platform) including 24*7 online support to assist each individual to use the online platform. Providing access to its website www.talrop.com who have subscribed for the online training courses.

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1. To provide skill development classes for all students of the Institute through Talrop EdTech Platform. Candidates are taken through an all-around updated education system with E-learning, Tech Support, Follow-up, Practice, Workshop, Assessment and Certification.
2. Talrop's dedicated team will endeavor to help in making job opportunities available to the students who are interested to work with Talrop.
3. To provide cyber awareness programmes for the personnel and people associated with the Institute, through various means thereby resulting in increased chances of digital awareness.
4. To provide Information and Communications Technology (ICT) training for the personnel and people associated with the Institute, through various seminars and workshops thereby resulting in increased chances of digital literacy.
5. To provide informative articles and content delivered through website/platform to improve digital awareness and digital literacy
6. To conduct workshops and seminars, for the Personnel and Students of the Institute, and Parents associated with the Institute, as prevalent in the IT Industry along with submission of comprehensive performance reports of the students participating in Talrop Courses. This shall help to identify the skill level of the learners and take proactive measures.
7. After the completion of each designation, students will be provided with Certifications and Placements in order to generate efficient manpower for Industry 4.0.
8. Talrop would list candidates trained under various skill training programs and associate them to Talrop WorkTech Platform
9. Talrop shall not further sell or transfer or assign the database supplied to it by Institute to any other agency or any entity.
10. Talrop shall support students of the Institute to execute their startup ideas if any, with the prior permission of the Institute.
11. Talrop shall not, in any condition, will misuse any contacts related to the institution for any external/internal purpose.

INSTITUTE'S OBLIGATION:

1. Institute shall provide Talrop the name of its authorized representative who shall serve as point/s of contact with Talrop.
2. The Institute shall take all steps necessary to communicate to its affiliated institutions and colleges about the Talrop's services subscribed under this MoU and ensure that the candidates register themselves on the platform.
3. Institute shall be solely responsible for the Talrop's services appropriated by it under this MoU to users and / or candidates. Institute further undertakes that the Services subscribed by it under this MoU are solely for the purpose of its proper appropriation to the users and/or candidates and not for its commercial use / resale purpose.
4. Institute shall bear the expenses for the services subscribed from Talrop and also bear any cost incurred for programmes conducted at the campus of the Institute by Talrop at the former's request.

MISCELLANEOUS PROVISIONS :

1. The Memorandum of Understanding (MOU) as outlined in this document is not intended to be a legally binding document. Rather, it is meant to describe the nature and cooperative intentions of Talrop and Institute to suggest guidelines for cooperation. Nothing, therefore, shall diminish the full autonomy of either party, nor any constraints be imposed by either party upon each other, and nothing in this MoU shall be deemed to create a partnership, joint venture, or agency relationship between the parties.
2. The use of the name, logo and/or official emblem of any of the parties on any publication, document and/or paper is allowed only, after seeking explicit prior permission in writing by either party.
3. The Memorandum of understanding or any part thereof may be amended at any time during its tenure only by consent in writing of the parties.
4. The Memorandum of Understanding is not intended to create any legal relation of employer-employee or of principal and agent amongst the parties.
5. This Memorandum of Understanding shall remain valid for a period of One Year from the date of its signing, and can be extended on mutual terms and conditions.
6. This Memorandum of Understanding may be amended or terminated earlier by mutual written MoU of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. Early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any other MoU entered into pursuant to this MOU, whose obligations shall cease to exist.
7. Through this Memorandum of Understanding, Talrop and Institute affirm their commitment to fulfill and achieve the objectives mutually agreed upon in this Memorandum of Understanding.

This MOU is executed in duplicate with each copy being an official version of the MoU and having equal validity. IN WITNESS WHEREOF, the parties hereto have executed this MOU, have caused their proper and duly authorised officers to execute and deliver this MoU as of the day and year first above written.

On behalf of

On behalf of

First Party :

Second Party :

Name :

Name :

Title :

Title :

Witness

Witness

1.

2.

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