MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on the 15th day of October 2019

BETWEEN

Cloud Counselage Pvt. Ltd., a Company registered under the provisions of Companies Act, 1956 and deemed to be registered under the provisions of Companies Act, 2013 and having its registered office at 91 Springboard, 1 & 2 Floor, Kagalwala House, Behind Metro House, Plot No. 175, CST Road, BKC, Kalina, Mumbai - 400098, here in after referred as "CCPL" (Which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the First Part.

AND

Don Bosco College of Engineering, a College, having its address at Fatorda, Margao Goa 403602, here in after referred to as DBCE (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.**

WHEREAS:

- 1. Don Bosco College of Engineering is an esteemed private engineering college managed by The Fatorda Salesian Society. The college is affiliated to the Goa University and approved by All India Council of Technical Education (AICTE). Since 2011, it conducts 4 year B.E. Degree course in Civil Engineering, Mechanical Engineering, Computer Engineering and Electronics & Telecommunication Engineering.
- 2. **CCPL** an IT services company based in Mumbai & London, which is in the business of Consultancy, Advisory and Career Counseling Services and is founded in February 2015;
- 3. DBCE in collaboration with CCPL have agreed to undertake the Career Program for its 2nd, 3rd and final year engineering students by conducting the 'Online Internship' on the terms and conditions mutually agreed amongst the Parties hereto. Through the program, the engineering students are on boarded as 'Interns' and are acquainted to current advanced technologies like Cloud Computing, Big Data, IoT, AI, Machine Learning, Blockchain, Android Development, Full Stack Web Development, etc. based on either their liking or our project requirements. They get hands-on experience by working on projects related to these technologies. In addition to that, they would get exposure to IT Project Management, ITIL processes, IT Sales & Marketing, corporate and virtual team environment, etc. In the process, they have an opportunity to discover their real interests and thereby develop as a complete professional. Upon completion of this program, they get work experience letter/ certificate for the time they spend with CCPL with the specific mention of the tasks/kind of projects they have worked on. Based on

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the project requirements, the eligible candidates would have an opportunity to get full time employment with CCPL.

4. The Parties hereto have agreed to enter into this Memorandum of Understanding to record the terms and conditions mutually agreed amongst them.

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

1. Objective:

- i. DBCE and CCPL in collaboration with each other starts a "Career Program" for providing technology knowledge, experience by learning and exposure to corporate environment through online mode and also by arranging for Seminar/ Webinars/ Workshops in DBCE campus for Students on Next Gen front line Technologies like, Cloud Computing, AI, Machine Learning, IoT, etc.
- ii. DBCE shall intimate the students and arrange for a pre-internship talk with CCPL. During the pre-internship talk the students will be made aware about the process and the benefits of the said internship. Thereafter CCPL shall shortlist the candidates further to clearing of aptitude test and telephonic/face to face interview.

2. Period of MOU:

This MOU shall come into force and effect from the date of execution and shall remain valid as long as either of the party shows consent to terminate the agreement.

3. Roles & Responsibilities of DBCE:

- i. DBCE will act as medium of communication between the students and CCPL for Project, Products, Internships, Events, etc.
- ii. DBCE will assign an Internship Coordinator to work directly with the designated Company to enhance the student's learning experience and in resolving issues, if any, in order to make overall internship Program flawless.
- iii. **DBCE** shall create awareness amongst its students for promotion of the Internship Program.
- iv. DBCE shall ensure that the student selected for internship/ career program is dedicated and devotes reasonable time as suggested by **CCPL**. Generally, 2-3 hours/ day on weekdays and 5-6 hours/ day over the weekends except during examination time.

4. Roles & Responsibilities of CCPL:

i. CCPL will provide online facilities for the students on content, learning & support, mentorship within its capabilities, which may be necessary to the student's effective performance of his/her learning task. During the

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internship the students have to abide by the rules, regulations & policies, unless stated otherwise.

- CCPL also agrees to help and mentor deserving and shortlisted Students to develop Industry Oriented Projects as per company requirement and their area of interest.
- iii. CCPL will assign a **specific member of staff** to direct and coordinate the student's internship, to complete evaluation forms and to evaluate student based on their performance.
- iv. CCPL will establish a clear and measurable criterion for evaluating and grading the student's performance on the basis of Internship.
- v. **CCPL** agrees to issue a **letter of Internship** to the shortlisted students upon the successful completion of the allocated tasks.
- vi. CCPL shall screen the students on the basis of aptitude test and telephonic/ face to face interview. Selected students will get opportunities to work with CCPL as an 'Intern' for a minimum of 2 months and on the terms and conditions as CCPL may agree upon. The selection of students is based on clearing of the screening process and CCPL reserves full right to select or reject the student for internship. CCPL will offer free career program on scholarship basis to a maximum of 3 students.
- vii. CCPL agrees to offer career services to the students who are not selected through the selection process, but are curious to learn and ready to dedicate time, on one-time nominal enrolment fees basis (Students pay for the Career Services)

5. Certification:

Certificates/ E-Certificates shall be awarded to the students on successful completion of the internship/ work/ task outsourced/ assigned by the CCPL, as per the rules of organization.

6. Limitations and Warranties:

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

7. Termination:

- i. Both parties can terminate the MOU with a prior written thirty (30) days' 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.
- ii. Both parties also agree that it would be their professional endeavor that despite any termination of the MOU, progress would continue, without any prejudice to the ongoing Projects / Research & Development Work, which would be without any hindrance and would be progressed for completion.

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8. Non-Disclosure and Confidentiality:-

8.1 The intention of the parties is to maintain total confidentiality about all its information which the parties disclose to each other and the parties undertake that such information, data, know-how, business model, business processes, etc. shall be totally confidential and no data in regard to their dealings shall be shared and /or made available to the competitors in any manner whatsoever.

8.2 The Parties agree, declare and undertake that during the period and after expiry of the Agreement as well, all the data, information, technical know-how, etc., shared and disclosed by CCPL to DBCE and its Students shall be kept confidential in any manner whatsoever (intellectual property rights).

9. Intellectual property:

All the projects / tasks, on which the students work during their internship, would be the intellectual property of **CCPL**. The students can however, showcase their contribution to the projects/ tasks as required.

10. Miscellaneous:

10.1 This MOU contains the entire understanding between the parties in relation to the Industry & Institute Collaboration for skill development and collaborative programs for students on Next Gen Frontline Technologies

10.2 This Agreement does not impose any financial liability on the parties hereto.

10.3 If during the operation of the MOU, circumstances may rise which call for alteration / modification to this MOU, such alteration / modification shall be mutually discussed and agreed upon in writing. Such changes will be formalized in writing as an 'Addendum' to this MOU. Any changes/amendments to this MOU not in conformance to this section shall be deemed to be void-ab-initio.

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IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as on the day, month and year first herein above written

For DBCE

Rev. Fr. Kinley D'Cruz

Director

Date: 15th October 2019



Witnessed by:

Dr. Neena Panandikar

Principal

DBCE

Date: 15th October 2019

For Cloud Counselage Pvt. Ltd.

Ms. Harshada Tople

Managing Partner

Date: 15th October 2019



Asst. Prof. Gaurang Patkar

HOD (Computer)

DBCE

Date: 15th October 2019