

### Memorandum of Understanding

This Memorandum of Understanding "MOU" is entered into on 27<sup>th</sup> February, 2017.

**BETWEEN**

**Mr. M M Dalchawal (Director), A Y Dadabhai Technical Institute, Kosamba, hereinafter referred to as the 'INSTITUTION' of the ONE PART**

**AND**

**ADECCO INDIA PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its Principal office at "Sai Deep Shri Nidhi" No. 2, NAL Wind Tunnel Road, Murugeshpalya, Bangalore - 560 017 herein referred to as 'Adecco India' of the OTHER PART.**

**AND WHEREAS, ADECCO INDIA is a company engaged in the business of providing services in the area of human resource management and consultancy by way of recruitment, training and business process outsourcing to various kinds of Companies and inter alias, is engaged in the business of providing recruitment and placement services to its clients.**

**AND WHEREAS INSTITUTION is registered as, A Y Dadabhai Technical Institute, Kosamba and is desirous of engaging the services of Adecco India and Adecco India has agreed to offer the services described herein to INSTITUTION on the terms and conditions set out hereunder:**

#### Purpose

Adecco India, as a partner to your Institution will implement the various initiatives/ services for your students as well as the Institution as under:

1. Placement Assistance
2. Seminars/ lectures on career opportunities/ HR
3. Identifying individual training needs (assessment)
4. Training Services



### Terms of Agreement

1. The Institution will provide complete database of their students (freshers and Alumni) to Adecco India.
2. Adecco India shall help provide placement assistance to the students of the Institution by placing them with its clients or by absorbing within Adecco India or by identifying career avenues/ training needs. However, Adecco India undertakes no liability for the placement of the students.
3. Adecco India shall conduct seminars/ lectures in the premise of the Institution.
4. There will be no fee charged from the student of the Institution should he/she be placed through Adecco India with its client.

### Duration

This MOU is at-will and may be modified by mutual consent of authorized officials. This MOU shall become effective upon signature by the authorized officials and will remain in effect until modified or terminated by any one of the party by mutual consent.

### Confidentiality & Non-disclosure

Adecco India shall treat all information (database of students) shared by the Institution as confidential. The database received by Adecco India will be deemed as the company's asset bank.

### Independent Contractors

INSTITUTION and Adecco India shall at all times be treated as independent contractors and in no event, shall they be treated as if they are in a partnership or joint venture relationship with each other.

### Intellectual Property Rights and Proprietary Rights

Adecco India reserves all intellectual property rights in connection to the services and products provided under this Agreement, including rights to all work developed and used as part of the Agreement. The intellectual property rights may include but are not limited to copyright, trademarks – registered and unregistered, work practices, methods, designs, concepts and trade practices. Use of any Adecco India intellectual property outside the scope of this Agreement, or after termination of the agreement, is strictly prohibited.



Use of Tradename

The Institution may, with the prior written approval of Adecco India, use Adecco's trade name, trademarks, logos, trade dresses or any other designation or drawing or disclose or publicize this Agreement or its subject matter solely to a limited extent and for the sole purpose of this MOU/ Contract/ Agreement.

Limitation of liability

In no event, shall either Party be liable for, and either Party hereby waives the right to claim, any direct, indirect, special, incidental, or consequential damages (including lost profits) directly or indirectly relating to or arising out of the breach of this Agreement, regardless of the form of action, whether in contract, tort, strict liability, or otherwise, and whether or not such damages were foreseen or unforeseen, even if either party has been advised of the possibility thereof.

Governing Laws

In case there is any difference of opinion arising due to any interpretation or execution of any of the Terms and Conditions, the same shall be subject to the jurisdiction of the appropriate court at Bangalore.

For Adecco India, Private Limited For, A Y Dadabhai Technical Institute, Kosamba

Name: Zeenat D'penha Name : M M Dalchawal  
Designation: National Manager Designation : Director  
Date: 01-March-2017 Date : 28/02/2017

Stamp & Sign :

*D'penha*

Stamp & Sign :

*M M Dalchawal*

Director  
A. Y. Dadabhai Technical Institute  
(Kosamba)