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STAMP VENDOR

No. 45/95 Renewal No. 18/2007
P-1-414/2, Srinivasa Colony East
Ameerpet Hyderabad-500 038

No. 11555 Date 17/06/09 Value 100/-
SOLD TO... Shaked S/o. Magudum R/o. Hyd
FOR WHOM... Skylark Infowaves Pvt. Ltd., Hyd

Memorandum of Understanding Between the

Employment Generation & Marketing Mission, Department of Rural Development,
Government of Andhra Pradesh and SKYLARK INFOWAVES PRIVATE LIMITED

for

skill development of human resource as per the eligibility norms for the placement in
various industry/organization.

This Memorandum, of Understanding is made on this day, the 01 June 2009 between
Employment Generation & Marketing Mission, Department of Rural Development,
Government of Andhra Pradesh having their office at DWCRAs Arts & Crafts Gallery, 1-3-1028,
Lower Tankbund, Gandhinagar, Hyderabad (herein-after to be called 'THE FIRST PARTY') .
and SKYLARK INFOWAVES PVT LTD., herein refer as **SKYLARK** having its office at 404 &
405 , 4th floor , Maitrivihar Commercial complex , Ameerpet, Hyderabad (here-in-after to be
called 'THE SECOND PARTY'

For SKYLARK INFOWAVES PVT. LTD.

[Signature]
Managing Director

The existing human resource development institutions offer a curriculum that lacks market orientated skill development. There is a huge gap in the required and existing skills/education of the youth so there are fewer opportunities for them and employability is low. Emerging new employment opportunities offered by other secondary and tertiary sectors can bridge this gap and increase the employment opportunities by market-oriented training.

Whereas it has been the concern of both the parties to develop the human resource by way of imparting vocational training as per the existing demand of various industries and organization and create avenues for suitable livelihoods and expanding universe of knowledge to produce world class workforce.

AND WHEREAS in pursuance of the aforesaid objectives, it is proposed to start vocational training courses in various sectors as per existing demand of industries and organization by providing training of the human resources of the state for the development of its economy.

The First party invites the second Party to develop and conduct market oriented training courses in **Call center** and **Auto CAD** certification, placement and post placement support and the Second party agrees to provide such services.

1. The First party shall identify the prospective participants to undergo the required training programs to be conducted by the Second party. The First party shall ensure 100 numbers of youth is mobilized from the target segment for each batch.
2. The Second party shall also screen candidates given by the DRDA to ensure that they are from the target group of EGMM i.e. unemployed rural youth with economic status as BPL/Poorest of the Poor (POP), Vulnerable SC/ST.
3. The Second party would provide admission to the potential participants after interest inventory test and parents counseling.
4. Wherever agreed first party will facilitate/ provide infrastructure facilities & teaching aids like white boards etc in training centres.
5. The Second party shall design and prepare the course curriculum, training module, and course duration.



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6. The second party will provide venue, boarding & lodging for trainees. The Boarding & Lodging Cost as mentioned below will be paid by the first party to the second party every month in advance. The cost of training is as under:

S.No	Course Name & duration	Course Fee per candidate	Boarding & Lodging per candidate	Total Cost
1	Call centre 3 Months	4500+Service Tax	7500+Service Tax	12000+Service Tax
2	Auto CAD 2 Months	6500+Service Tax	5000+Service Tax	11500+Service Tax

7. The Second party shall provide extensive training in technical skills (both theory and practical), Communication skills, Exposure to concerned industries/ organization and work readiness to the students.
8. The Second party shall organize the qualified trainers, required tools, consumable material, computers (wherever applicable) at identified locations as per the training calendar.
9. The Second party shall ensure Parents meeting twice (beginning of the course and before the placements) in coordination with first party.
10. The Second party shall monitor and review the program components to assess quality of delivery and learning achievement once every 15 days in the form of assignments , tests, group discussion, demonstration work, industry faculty assessment etc.
11. The Second party must place maximum number of trained participants with current minimum wage prescribed by the Government for the respective sector.
12. The Second Party shall carry out continuous follow up with employer Agency and will stay in touch with the aspirants for at least 3 months after they start working. Post Placement report should be submitted.
13. The Second party will develop a one on one relationship with the alumni, so that they can approach the Second Party for guidance and also inform of any job changes and future opportunities at work place.



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Managing Director

14. The Second party shall maintain the database of each beneficiary being trained with the specified trade/skill, placed beneficiary with the name of employer and salary
15. The Second party should submit the following reports to the District and State:
 - a. Inception Report – 10 days after commencement of training
 - b. Placement Report – Within 15 Days of completion of training
16. Payment Schedule:

The First Party (EGMM) shall make the payment to the Second Party in 3 instalments in the manner such that:

1st Instalment - shall be 35% of the training cost on submission of Inception Report and after thorough verification by the JDM/APM

2nd Instalment - shall be 50% of the training cost on submission of Placement Report and after thorough verification by the JDM/APM as mentioned hereunder:

Placement	Amount Payable to the training partner
If Placements are below 60% with reference to the inception report	Nil and no further payments
If placements are between 60% - 75% with reference to the inception report	50% of the training cost for actual number of candidates placed on pro rata basis
If placements are more than 75% with reference to the inception report	50% of the training cost for all the candidates (as per inception report)



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3rd Instalment - shall be 15% of the training cost on submission of Post Placement Report after three months of placement and after thorough verification by the JDM/APM as mentioned hereunder:

Post placement	Amount Payable to the training partner
If number of youth working are below 60% with reference to the inception report	Nil
If number of youth working are between 60% - 75% with reference to the inception report	15% of the training cost for the actual number of youth working on pro rata basis
If number of youth working are more than 75% with reference to the inception report	15% of the training cost for all the candidates (as per inception report)

.All payments to the second party shall be made at the district level only.

- 17 The Second party shall, periodically upgrade, modify content of training modules offered; and shall keep on informing the First Party.
- 18 Unless otherwise terminated by written Agreement between the parties, or in terms of this Agreement, this Agreement will remain in force for one year and may be renewed by mutual consent.
- 19 Notwithstanding the provision of above clause, either party shall be entitled to terminate this Agreement immediately and without further notice in the event of the **other party committing a material breach of the terms and condition of this Agreement**, and failing to remedy such breach within 60 (sixty) days after receipt of written notice calling upon such party to remedy the breach complaint of.

However, either party may terminate it by providing the other party with three calendar months advanced notice. Such termination shall take effect at the end of the three-month period or the end of the program(s) in progress at that time, which shall occur first.

For SKYLARK INFOWAVES PVT. LTD.


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20. The termination of this Agreement for whatever reason, will not effect the rights of the party, which may have accrued as at the date of the termination and will further not affect any rights, which specifically or by their nature survive the termination of this agreement.

21 The parties hereby represent and warrant to each other that;

- a. It is duly established and existing under the laws of jurisdiction stated against its name of this Agreement and as the legal power and authority by virtue of statute/resolution, to sign this Agreement, perform and comply with its duties and obligations under this agreement.
- b. this agreement constitutes legal, valid and binding obligation in enforceable
 - i. against it in accordance with the terms hereof ; order decree of regulation of any court, Governmental instrumentality of functions; or
 - iii. any other documents or to the best of its knowledge any indenture, contract or agreement to which it is a party or by which it may be bound
- c. there are no actions, suits, writs or proceedings pending or, to the best knowledge against it before any court, governmental instrumentality or arbitral tribunal or quasi-judicial authority that restrains it from performing its duties and obligations under this agreement; and
- d. no representation or warranty made herein contains any untrue statement based on the facts and circumstances.

22. Any law restraining the validity and enforceability of any provision of this agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement, shall be deemed as not containing the invalid provisions. The remaining provisions of this agreement shall remain in full force and effect, unless the invalid or unenforceable provision comprises an integral part of or otherwise inseparable from the remaining Agreement. In such a case, the parties of this Agreement shall attempt to agree on a provision that is valid and enforceable and similar to the original provision.



For SKYLARK INFO WAVES PVT. LTD.



23. The parties to this agreement shall not be liable to each other for failure or delay in the performance of any of its obligations under this Agreement for the time and to the extent such failure or delay is caused by riots, civil commotion, wars, hostilities between nations, government loss, orders regulations, embargos, action by the government(s) or any agency thereof act of God, storms, fires, accidents, strikes, sabotages, explosions, or other similar or different categories beyond the reasonable control of the respective parties to this Agreement

In the event that either party is wholly or in part, prevented from or hindered in carrying out or observing any of the terms or conditions of this Agreement for any cause set forth hereinabove, such party shall give written notice to the other party by the most expeditious means as soon as possible after the occurrence of the cause relied on, given full particulars of the reason for such prevention or hindrances, and the party shall in good faith consult each other and take necessary measures for the resolution of the affairs so prevented or hindered.

24. If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith .

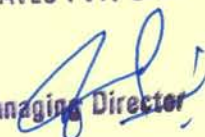
25. The Agreement will be valid for one year renewable as per the mutual agreement of all the parties concerned .

26. No Amendment for change hereof or addition hereto shall be effective or binding on either of the parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the parties hereto.

27. Any dispute between the parties shall always be tried to be resolved by mutual consultation without any resort to any form of legal remedy including resort to court of law.



For SKYLARK INFOWAVES PVT. LTD.


Managing Director

28 For effective implementation and monitoring of the Scheme as envisaged in the MoU, Executive Director, EGMM will be the Nodal officer on behalf of the 'THE FIRST PARTY' & Managing Director, Skylark will be the Nodal officer on behalf of the 'THE SECOND PARTY'

In WITNESS WHEREOF, the parties hereto have caused this agreement to be made in English and executed by their respective duly authorized representatives of the day and the year first above written

This Memorandum of Understanding will be effective for one year i.e. up to 31.05.2010. The implementation of the MoU would be monitored on the monthly basis.

For Employment Generation & Marketing Mission

For Skylark Infowaves Private Limited

Name



Designation

Addl. CEO, SERP
Addl. Chief Executive Officer,

Date:

Society for Elimination of Rural Poverty
Flat No. 401, 4th Floor, MCH No. 5-10-192,
Hermitage Office Complex, HUDA Building,
Hill Fort Road, Adharshnagar, Hyderabad-4.

For SKYLARK INFOWAVES PVT. LTD.
GOVINDA RAO GAZULA



Managing Director
Managing Director

Date 17/06/2009



Addl. Chief Executive Officer,
Society for Elimination of Rural Poverty
Flat No. 401, 4th Floor, MCH No. 5-10-192,
Hermitage Office Complex, HUDA Building,
Hill Fort Road, Adharshnagar, Hyderabad-4.

For SKYLARK INFOWAVES PVT..LTD.



Managing Director