



Global Dialect
Language Solutions



Sinhgad Institutes

Memorandum of Understanding

Between

Global Dialect Language Solutions

(Service Provider)

And

Sinhgad Institute of Technology, Lonavla

(Client)

This Memorandum of Understanding (MOU) sets for the terms and understanding between **Global Dialect Language Solutions** and **Sinhgad Institute of Technology** for conducting foreign language training program.

Service delivered

This program will provide foreign language trainings to the students in German, French, Japanese and Spanish in the college premises.

The training program will be conducted to enhance the language skills as opted by the respective student and/or enhancing the career opportunities of the students and/or to get better placement opportunities (after completion of courses).

The above goals will be accomplished by undertaking the following activities:

Minimum 3 levels of any language will ensure a better placement of the candidate.

If not a good hold on language can also make the candidate open for jobs related to language.

After completion of course the candidate will also be able to apply for scholarships of the respective language after clearing/ passing the required tests/exams of the respective scholarships and according to their rules.

Terms and Conditions

In order to make this program success:

Every batch should consist maximum of 30 students and minimum of 15 students for every language (level 1), minimum 12 students of every language (level 2), minimum of 8 students of every language (level 3, 4 and 5)

There will be only 1 professor allowed to attend the whole course/ Level without any cost behind every 15 students.

The language classes will be held at the **Sinhgad Institute of Technology's** campus only.

Certificates will be issued to the candidate after full fees are paid to **Global Dialect Language Solutions**.

It is the responsibility of both, the client and the service provider to for the promotion of the program which is undertaken or which will be undertaken in the respective campus.

All correspondence between the client and the service provider will be done in writing. The client needs to elect a frontman for all the future correspondence.

Detailed schedule and contents for each course/ Level will be provided by the service provider to the participating candidates in advance. The timetable of the course/ Level will be displayed well in advance and will be strictly followed. In case the timetable conflicts with any internal exams/Tests/ programs/Events, the matter is to be resolved with mutual understanding

At the end of every level/ Course, Service provider will be undertaking an examination/Test to evaluate the knowledge of the students and will also be considered whether or not the students are capable/ eligible to sit/attend the next level. A minimum of 60% in each module (4 modules – Reading, Writing, Listening, Speaking) is necessary to clear/pass the respective level or to attend the next level. Results will be announced/ displayed after 5 days of the examination and certificates will also be issued on the same day of the announcement of the results.

The Service will be provided to the students of 1st, 2nd, 3rd and 4th year and will be attending the same level (according to the knowledge of the language) irrespective of the standard they are studying in.

The client should provide all the necessary infrastructure for the program which includes classrooms, white/black board computer, speakers and a projector.

Term of Contract

The service agreement will be valid for a term of three years from the date of signing the MOU and can be extended on mutual consent.

Termination by client & Service provider

Client and /or Service Provider may terminate this agreement by giving the service provider and /or the client a one month written notice.

Termination by service provider

Service provider may terminate this MOU if;

The client does not comply with the agreement; or

Service provider forms the opinion on reasonable grounds that mutual confidence and trust do not exist between both the parties.

Mutual support and cooperation:

Each of the Service Provider and the Client agrees that it will take all steps reasonably necessary, at its own expense, to;

- a. To designate key individuals to perform its obligations here under.
- b. To conduct periodic meetings of all such key individuals and others as necessary.
- c. To fully cooperate with all reasonable requests for assistance.

The parties will make diligent efforts through their respective key individuals to identify the causes of any problems in the services and to make adjustments, in an equitable fashion, in order to address and resolve such problems.

Non exclusive nature

Both parties agree that this agreement represents a non-exclusive relationship between the parties and nothing contained herein shall preclude either party from participating/ initiating similar relationships with third party. However the Client shall not engage another Service Provider in similar domain conducting similar activities for the period of association, provided service provider satisfies interest of client and students.

Non Disclosure

- a. The Client undertakes not to disclose or allow to be disclosed or copy or allow to be copied any material, collateral, training guides, books or manuals, strategies etc provided by the Service Provider to any other third party or institutions.
- b. Neither party shall issue any press release, public announcement or other such disclosure concerning this Agreement without the other party's prior consent as to such release or announcement.

Non Solicitation

The Service Provider and the Client recognize that their individual employees, consultants and other resource personnel are invaluable assets for the respective organizations and undertake that they will not recruit, attempt to recruit, employ or offer any work or consulting to any employee, consultant or resource person from each other's organizations either directly or indirectly for a period of a year after the termination of the contract.

Arbitration

Differences of opinions, if any arising during the period of the agreement, will be settled on the basis of mutual consultation by the signatories or their designated nominees. In the event of any question, dispute or differences arising under these conditions with this agreement, except

as to any matters the decision of which is specially provided for by these or the special conditions, the same shall be referred to the sole arbitration of two signatories of this agreement.

Force Majeure

Any failure or delay in the performance of the Service Provider of its obligations hereunder shall not be a breach of this Agreement if such failures or delay arises out of or results primarily from fire, storm, flood, or other acts of God, explosions, wars, insurrections, strikes, work stoppages or slowdowns, epidemics or quarantine restrictions, unforeseen equipment failure or inability to access essential raw materials despite commercially reasonable best efforts to do so.

Indemnity clause

Each of the parties shall defend, indemnify and hold the other party harmless from and against any claim, liability, loss, costs or expenses (including reasonable Attorney's fees) arising out of or resulting from the breach of the provisions herein.

Notices

All notices, requests, demands and other communications under this agreement or in connection herewith shall be given to or made upon the respective parties as follows:

Funding/ Fees

All cheques should be drawn in the name of "Akshay Khirid" and/or any payment method which will be decided should be processed with the name "Akshay Khirid" only.

The funding/ Fees can be kept with **Sinhgad Institute of Technology** or with

Global Dialect Language Solutions as per the client's (**Sinhgad Institute of Technology**) feasibility.

If the fees are collected by the client, the following rules will be applied.

1. 20% of the total amount should be paid in advance (within 5 days after the commencement of the course).
This fee will be for study materials which the candidate will receive throughout the course and travelling expenses of the trainer.
2. The first 40% of the fees should be paid after the completion of 50 % of the course/syllabus.
3. The last 40 % of the fees should be paid at least 1 day prior to the examination and complete fees should be paid after the completion of 100% of the course and/ or at the day of final examination of the respective language.

NOTE: Certificates or exam papers will not be issued to the students who have not paid the full fees.

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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 partners by mutual consent. In the absence of mutual agreement by the authorized officials this MOU shall end on _____.



Contact Information

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Partner name: **Sinhgad Institute of Technology & Science, Lonavla**

Partner representative: _____
Position: _____
Address: 309 / 310, Off Mumbai – Pune Expressway, Kusgaon (Bk), Lonavala, Pune 410401
Telephone: _____
Fax: _____
E-mail: _____

Signatures:


Date: 01/02/17
(Akshay Khirid)
(Global Dialect Language Solutions)



Date: _____
(Sinhgad Institute of Technology & Science, Lonavla)
(Dr. M. S. Gaikwad)
PRINCIPAL
Sinhgad Institute of Technology, Lonavla

