

**MEMORANDUM OF UNDERSTANDING
-CUM -
TRAINEE ENROLLMENT AGREEMENT**

This Memorandum of Understanding-cum-Trainee Enrollment Agreement is entered into on the _____ day of _____, 20.

BY AND BETWEEN

PinE Training Academy, a limited liability **Partnership bearing LLP, A Training Division of Aujus Technologies (ATPL) referred as PTA LLP** at -C 56/36, Shri Aurbindo Bhawan 1st Floor Sector 62, Noida, UP, (201301) (hereinafter referred to as the “Institute/ Party 1”), which expression shall unless repugnant to the context or meaning thereof shall deem to mean and include its partners, representatives, administrators, heirs, successors and assigns, executors etc.)

AND

_____, aged about _____ years [D.O.B: _____],
Permanent Address at _____
And
Currently residing at _____ bearing
Aadhaar Card No _____ and Current Employee ID No _____,
if any, (hereinafter referred to as the “Second party/ Trainee/ Party 2”), and

Here in referred to singularly as “Party” or collectively as “Parties.”

WHEREAS the First party/Institute is an Institute committed to advancement and up-gradation of skills of eligible and prospective job seekers both employed and/or unemployed in Electronic Engineering background discipline.

AND WHEREAS the First Party/Institute being a premium institute in the Electronics Engineering Domain and provider of best-in-Class-Training on semi conductor technologies (ST) for Electronics Engineering (hereinafter referred to as “ECE” students, which includes ASIC, DFT, Physical Design, Design & Verification FPGA, Embedded Design System, and PCB Designs.

1. SCOPE AND OBJECTIVES:

- Tutor/First Party and Trainee/second party, which shall aid and assist them to perfect their skill set required, as per industry requirement, so as to make them in-tune with the industry will lead to professional courses, as per the requirements of industry and making them more employable.
- To be quality skill enhancement partner and projects/system integrator for corporate and government agencies.
- Faculty Development Programs for institutions and skill training partners.
- To work closely with industry for establishing the curriculum, as per its requirements and also with academia in order to enhance the quality of Technical and Engineering education in the country.
- Enhancing skills of second party/ trainee through internship and vocational training.

This MoU/Agreement serves as an agreement between the first party/institute and the Second party/ Trainee/Student for proposed services to be delivered. This MoU is part and parcel of the Second party/ Trainee Enrollment Agreement and shall be read in conjunction with the same and is deemed to be included within the body of a formal binding agreement/contract.

2. TRAINEE ENROLLMENT AGREEMENT:

This Trainee Enrollment Agreement (hereinafter referred to as “Agreement”), is a binding agreement between the Second party/ Trainee and the first party/institute. This Agreement becomes binding and effective upon the Second party/ Trainee’s acceptance, indicated by acknowledgement of the same by the first party/institute.

The parties hereby agree to:

3. REQUIRED ELIGIBILITY:

The Second party/Trainee seeking the services of the first party/institute must have technical knowledge/ degree/ certificate/ diploma etc. primarily and/or preferably in Electronics Engineering (ECE). The Second party/ Trainee may and/or may not be employed at the time of Enrolment for the services of the first party/institute. The students enrolled and/or pursuing any technical course in ECE are eligible to apply for the services of the first party/institute.

It is expressly agreed by the parties that the enrolment by the Trainee is voluntary. The Enrolment by the Second party/ Trainee warrants the benefits of the services offered by the first party/institute.

4. MODE OF TUITION / TRAINING:

The mode of tuition and training shall be either on Campus Training (Offline) in the form of practical classes and/or based on online programs through the use of internet. The Online Mode of tuition and training either live and/or otherwise can be availed by the Second party/ trainee for whom they shall have their own setup.

Offline mode shall be held at the office premises of the first party/institute at Noida as mentioned hereinabove.

The Offline mode may be held during weekdays or on weekends as may be agreed by the parties herein above in writing.

5. COMPLETION REQUIREMENTS:

The duration of the training program and/or classes in terms of the Clause2 herein above shall up to Six (6) to Twelve (12) months from the date of enrolment and that to depend on the course structure.

Internal evaluation on the progress made by the Second party/ trainee through such modes and means as may be decided by the first party/institute on the directions of the faculty/mentor shall made preferably on fortnightly and/or monthly basis throughout the subsistence of the terms of the program chosen by the individual Second party/ Trainee depending upon his need.

6. PROGRAMME CANCELLATION POLICY:

Once enrolled for the course/programs the cancellation request may be entertained at the discretion of the management of the first party/institute.

7. DURATION AND TERMINATION OF AGREEMENT:

This MoU-cum-Trainee Enrolment Agreement shall be effective from the date of signing and shall remain in force for a period of one year after the expiry of the term/period of the

course/program enrolled for by the Second party/ Trainee. This MoU-cum- Trainee Enrolment Agreement shall continue to bind the parties herein above until and unless the payment for the course/program enrolled by the Second party/ Trainee is paid by him to the first party/institute and received in satisfaction by the first party/institute within such reasonable time as may be afforded by the first party/institute to the Second party/ Trainee.

8. GENERAL PROVISIONS:

- a) The First Party/institute agrees to assure the second party/trainee in creating the interview opportunities and to prepare him for companies written and interview and support till candidates get placement for trainee/intern profile depend on respective of courses.
- b) If second party/trainee left in between of training or after the training without placement or want to leave without placement, then in that case no fee will be refunded to the second party by the first party which is paid by the second party at the time of registration for the respective course/program and second party has to pay complete fees.
- c) First party/institute doesn't interfere in hiring company's/employer's terms and conditions like regarding bond and salary.
- d) Second Party/trainee cannot deny any offer with respect to job location and hiring company's term and conditions.
- e) Both the Parties herein above without any undue pressure and/or fear have voluntarily entered into and executed this MoU-cum-Trainee Agreement and are legally bound to by the terms and conditions here of and be deemed to execute any such other document as may be required and hence this MoU-cum-Trainee Agreement is duly and validly executed and delivered document.
- f) The Second party/ Trainee shall strictly follow the directions, orders, norms, rules and regulations in respect of the course/program enrolled in by the individual Second party/ Trainee.
- g) The Second party/ Trainee shall mandatorily furnish true and correct particulars and information in respect of his job and/or employment/profession to the first party/institute from time to time with complete particulars of his place of job/employment like his designation; net/gross CTC, his employment ID etc.

9. NOTICE:

Unless otherwise provided herein, all notices or other communications under or in connection with this MoU-cum-Trainee Enrollment Agreement shall be given / served in writing to the first party/institute at its place of operation as mentioned here in above and may be served in person or through post or courier. Any such notice or other communication will be deemed to be effective only on the receipt of the same by the first party/institute.

10. FINANCIALARRANGEMENT:

- a) Course/Program Fee shall be decided in mutual agreement by both the parties herein above for the particular course/program to be opted by the individual Second party/ Trainee. Course/Program Fee is exclusive of all the applicable taxes.
- b) The Second Party/Trainee expressly agrees to make a payment of **10% or Min Rs 5000 plus GST 18% of total fee** for the course/program opted by him at the moment signing the agreement and he/she will pay remaining of the **fees in 6/12 interest free installment after being benefited** (placement) from the services so availed from the first party/institute which may reflect from the Second Party/Trainee getting hike/appraisal either in his current job profile or the salary/emoluments etc, if already employed the

second party/trainee is able to change his current job to a better job; the second party/Trainee getting into employment during and/or after completing the course/program, if unemployed at the time of enrollment; and/or second party/Trainee in any other mode has been advantaged from and/or benefitted from the services availed by him as may be decided by him as may be decided by the management of the first party/institute.

- c) The decision with regard to the benefits derived by the Second Party/Trainee and/or accrued to him on account of his having undergone the chosen course of the first party/institute shall be decided by the first party/institute which decision shall be final and binding upon the parties hereto.
- d) The Second party/ Trainee expressly agrees to make a payment of 10% or Rs 5000 plus GST from the total fees of Rupees _____(Rs _____) as token amount in gratitude for receiving the Demo Classes and/or towards Registration for Enrollment in the course/ program to be opted by the Second party/ Trainee, as the case may be. The amount so paid shall be adjusted against the total fee to be paid by the Second party/ Trainee, in case of Registration.
- e) All payments including token amount and final amount shall be made in favor of the first party/institute either in cash against receipt and/or through Demand Draft/Cheque or through Electronic Transfers using NEFT/RTGS or through any other mode like UPIs as may be agreed to by and between the parties. All payments shall be subject to realization.
- f) The Second party/ Trainee agrees to hand over a total of post-dated (without date) cheque issued by him in favor of the first party/institute against the services to be availed by him and/or already availed by him from the first party/institute. The post-dated cheque so issued is returnable on the production of proof of complete payment of the course/program fee as agreed between the parties or adjust in the fees. Amount will be remaining 80% mention in the postdated cheque. In return first party will give all details like receipt, cheque number and purpose of the postdated cheque to second party.
- g) The Second party/ Trainee expressly agrees that in case of him failing to update the first party/institute about his engagement/employment and/or provide such information/particulars to the first party/institute as contemplated here in above and/or of any other event/happening benefitting him attributable to the services availed by him from the first party/institute, the first party/institute shall be at liberty to encash the Security Cheque so provided to it by the Second party/ Trainee after Two(2) Months of the termination and/or completion of the course/program by the Second party/ Trainee.
- h) The first party will not submit the cheque in bank and will return to the second party only in case of any genuine reason like loss of life or serious injury of earning family member and trainee has to cancel the training and opt to support the family.
- i) If Second party is in Job and want to pursue training, in that case Second party will not give benefit of Career 1st, Pay later program to second party. In that case a second party can pursue training and can pay the fees monthly.
- j) If Second party has not performed in any modules during the training, then first party will shift the trainee in next batch of same course and second party will pay the fees monthly and first party will support till candidates get the placement.

11. General Terms & Conditions :- Here ST Refer (Semiconductor Technologies)

1. Institute/First Party will run a course on ST (Semiconductor Technologies) in accordance with the course content shared with second party during weekend/weekdays or in public holidays.
2. Institute/First Party will provide the necessary infrastructure, instructor, lab, tools and hardware with respect to ST for successful execution of the course.
3. The course will be run for up to min 15/ 25 students per batch and 6 to 8 hrs training during weekends and 2 to 4 hrs in weekdays .

4. MENTOR from Institute/First Party will make one or two visits every weekend through ONLINE (during Covid-19) or OFFLINE (after Covid-19) in all different ST during the tenure of the course.
5. During each visit MENTOR from Institute/First Party must be allowed to teach for 2-3 hours in morning or afternoon session
6. Selection of trainees in each batch on ST will be done through an examination and interview conducted by Institute/First Party.

12. Commitments from Institute/First Party side:-

1. Institute/First Party is not giving any assurance or guarantee of job during or after completion of training but Institute/First Party is giving assurance to provide the best training and to provide the written and interview opportunities in companies during the training and after the completion of training and till the trainees get the placement in core companies .
2. Institute/First Party will provide placement assistance to that Trainee/Second party who will score 75% marks & completion of projects in each domain.
3. Institute/First Party will run placement assistance programs for Trainee/Second party also who has scored low marks in tests during the training only if the Trainee/Second party is regularly working on his/her technical skills and showing a learning attitude after training.
4. Institute/First Party will assure pass out Trainee/Second party, once they are ready at least 50% on ST, we will start their placement before the completion of the batch, if they are placed then they also continue with rest training.
5. Institute/First Party has reserved full rights to continue with Trainee/Second party during training or not.
6. Institute/First Party will bring opportunities in startup as well as product based companies from ST.
7. Institute/First Party will make sure that training completes within a given time & in any case Trainee/Second party doesn't perform and doesn't meet mentor expectation then the full batch has to bear with training time and training period will increase.
8. Institute/First Party will make sure that they are going to provide all possible support to Trainee/Second party selected in ST in our terms and condition and in any case Trainee/Second party is out from placed company due to shut down of company or shut down of group or completion of Internship with good terms & condition with Institute/First Party only.
9. Institute/First Party will not support if a Trainee/Second party is out of company because of his/her indiscipline and non-performance and any misbehavior towards MENTOR can lead to serious consequences.

13. Commitment from Trainee/Second party side:-

1. Trainee/Second party has to maintain discipline and stability during and after training in terms of timing, test and assignment, project.
2. Trainee/Second party has to set the correct expectation of Institute/First Party in front of their parents or guardian with respect to fees and placement.
3. Trainee/Second party will not set any terms and conditions during placement like location, domains and CTC.
4. Trainee/Second party will not indulge in revealing the mentor identity and they can't distribute training material.
5. If Trainee/Second party is placed through Institute/First Party before completion of training, in that case Trainee/Second party will pay complete fees and join the other organization and continue with Training in PinE.
6. In case of trainees leaving the training in between of the training i.e. after 1 or 2 months etc., trainees have to pay per month Rs 10000 plus GST before leaving the training.
7. In case of trainees leaving the training after the completion of training or training month, in that case, trainees have to pay the complete fees.
8. In any case trainees are unable to pay respect to legal terms and conditions. The legal team will contact the trainees or parents or guardians and take appropriate action.

9. Trainee/Second party will consider this Training Enrollment Agreement doc as a **NON DISCLOSURE AGREEMENT (NDA) form also** with respect to confidentiality matter of Institute/First Party.

14. EQUITABLE REMEDIES:

It is hereby understood between the Parties here in above that monetary damages may be an inadequate remedy for breach of and/or threatened breach of any of the provisions of this MoU-cum-Trainee Enrollment Agreement, and notwithstanding anything to the contrary herein, in the event of a breach of any provisions here of, the respective rights and obligations here under shall be enforceable by specific performance or injunctive remedy in any court of competent jurisdiction of NOIDA and NCT of Delhi.

15. INDEMNITY CLAUSE:

On the event of breach of any of the terms and conditions as contained therein and/or in the event of non-disclosure of and/or mis-information pertaining to his particulars regarding current addresses and/or any change thereof, his past/current and/or future employment or of any other relevant information in respect of his professional engagement either made voluntarily or on the request of the First Party/Institute and/or upon such discovery and/or upon revelation of true and correct facts concealed from it at any time after availing the services of the first Party/ Institute, It has been irrevocably agreed by the parties thereto that the Second party/Trainee shall indemnify and keep indemnifying the First Party/Institute, its successors and assigns of and its and their estates, from and against all claims, demands, loss, damages, costs, charges and expenses which may be made or brought or commenced against them and/or which the firm may or may have to incur or suffer as a result or on account of the Second Party/ Trainee absconding after availing the services of the First Party/Institute and/or on account of non/or mis-disclosure of the requisite facts obligatory upon them.

AND Second Party/Trainee undertakes to indemnify the First Party/Institute for a sum of Rupees _____ (Rs _____), the amount agreed (90%) by the Second Party/Trainee to be paid against the services already availed by him from the First Party/Institute in 6 to 12 Interest Free installment.

16. NO GUARANTEE:

The second party/ trainee/student understand and agree that completion of the program/course is not a guarantee of employment or of obtaining an internship or externship. The first party/institute has not made any promise to the second party/ trainee/student, express or implied, regarding any opportunities for the second party/ trainee/student following completion of the program/course. The second party/ trainee/student agrees to release, indemnify, defend and hold harmless the first party/institute, their share holders, officers, directors, employees, agents and assigns from any such claim whatsoever.

17. DISPUTE AND ITS RESOLUTION:

Arbitration:–

In the event of a dispute between the parties herein above arising out of, or relating to this MoU-cum-Trainee Enrollment Agreement, its interpretation or performance hereunder, the parties shall exert their best efforts to resolve the dispute amicably through negotiations.

In case of any disagreement and dispute and the parties fail to mutually resolve the

