

महाराष्ट्र MAHARASHTRA

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प्रधान मुद्रांक कार्यालय, मुंबई
प. म. वि. क्र. ८००००१४

15 MAY 2015

सक्षम अधिकारी

श्री. भ. वि. मयेकर

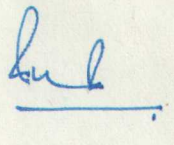

Memorandum of Understanding

This Memorandum of Understanding (the "MoU") is entered into on the 12th June, 2015 between **Department of Women and Child Development, Government of Maharashtra** having its office address at 3rd Floor, New Administrative Building, Opposite Mantralaya, Mumbai (hereinafter referred to as "DWCD") and **iCare Learning Private Limited** having its Registered Office at The Capital, # 406, A Wing, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051, India (herein after referred to as iCare) and henceforth collectively both are referred to as "parties" to this MoU.

WHEREAS, Department of Women and Child Development, Government of Maharashtra is the nodal department of Government which governs the implementation of schemes for welfare of women and children with specific focus on their growth, development and protection.

WHEREAS, iCare is a Company incorporated as a Private Limited Company registered under the Indian Companies Act with an aim to conduct skills, knowledge and behaviour based training, assessment and certification for the informal service providers (like chauffeurs/drivers, elder care givers, baby care givers, food court assistants and more) on a large scale across India. Further to provide the trainees a platform to get employed by individual and institutional employers.

This MoU is being entered into for collaboration on Corporate Social Responsibility (CSR) projects in the areas of skill development, entrepreneurship development and women empowerment in Maharashtra.



जोडपत्र-२ / Annexure-II

खालील शिक्का प्रतिलिप्याचा व्यतिरिक्त वापरण्यात येणाऱ्या मुद्रांकावर उमटवावा.

मुद्रांक विक्री नोंद वही अनु. क्रमांक: 121 दिनांक: 10 JUN 2015
Serial No. Date:

दस्तावा प्रकार (Nature of Document) MOU

दस्ता नोंदणी करणार आहे का? (Whether it is to be Registered?) होय / नाही Yes/No

मिळकतीचे थोडक्यात वर्णन- (Property Description in brief) -

मुद्रांक विकत घेणाऱ्याचे नाव (Stamp Purchaser's Name) V. F. Vasave, Mantralaya

हस्त अस्तित्वात त्याचे नाव व पत्ता (If through other person then Name & Address)

दुसऱ्या पक्षकाराचे नाव (Name of the other party) High Care I-Care

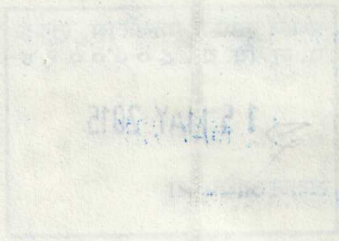
मुद्रांक शुल्क रक्कम (Stamp Duty Amount) 100

परवाना क्रमांक 1000000000

मुद्रांक विक्रीचे ठिकाण/पत्ता मुख्य शाखा मंत्रालय, मुंबई

मुद्रांक विकत घेणाऱ्याची सही (Stamp Purchaser's sign.)
सृष्टी सुमित कुर्णकर
परवानाधारक मुद्रांक विक्रेत्याची सही

ईड ऑफिस 10 JUN 2015 दि. महापण्ड मंत्रालय अॅन्ड भला (मंत्रालय-३२.)
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात धारणे बंधनकारक आहे.



WHEREAS parties in principle agree to cooperate, to have further dialogues and to further negotiate and finalize the mutual beneficial relations.

Now in consideration of the premises the parties hereby agree as follows:

1. The objective of the MoU is to impart training / skill development to women in Maharashtra, thereby ensuring socio-economic upliftment of beneficiaries.
2. iCare shall conduct training programs for the beneficiaries, leveraging its globally benchmarked content and delivery methodology. iCare will deploy its eLearning and blended learning platform
3. iCare will conduct the RPL (recognition of prior learning) of the candidates to evaluate, screen and subsequently counsel them to take the appropriate training program. Some of these programs may be customised for specific informal trades (e.g. driving, care giving etc.).
4. iCare through its partners will identify employment opportunities for the candidates who have successfully completed the skilling program. However at no point of time does iCare guarantee employment temporary or permanent to the trained candidates.
5. DWCD shall support iCare and its partners in identification and mobilisation of candidates to undertake the Skilling/Training
6. DWCD shall, as far as possible, facilitate access to training centres and other infrastructure and staff support to implement the skilling projects in the geographies where ever these programs are being implemented
7. DWCD will not provide any direct financial support, but the frontline staff under DWCD shall support in implementation of the project.
8. The representatives of both the parties shall specially monitor the progress of the initiatives undertaken under this MoU.

It is hereby expressly made clear that the intention of the parties is not to create binding agreement between the parties and no party shall have right to file claim against other party. The parties understand that neither this MoU gives any right to any party, nor does it creates a partnership, joint collaboration or employment is created as a result of this MoU. This MoU is not intended to create legally binding obligations on either Party. Except as expressly provided by this MoU, no Party will be liable for or bound by any representations, acts or omissions whatsoever of the other party.

This MOU will come into effect on date of signature by all partners and will end after 5 years from the date of signing of this agreement.

This MOU may be varied at any time by mutual agreement of the parties in writing. It shall be reviewed one month before the end of contract date or at a time mutually agreed by the parties for possible renewal.

Each Party will bear all of its own expenses necessary to meet its duties and obligations under this MoU. Neither party can create or cause to create any charge against the other party as per this MoU.

In witness where of the parties have caused this Memorandum to be executed through their authorized representative on the day and year first above written.

For and on behalf of

iCare Learning Private Limited

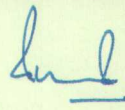


(AUTHORISED SIGNATORY)

Name: Shri Prashant Tambe

Designation: President & COO

**Department of Women and Child Development,
Government of Maharashtra**



(AUTHORISED SIGNATORY)

Name: Shri. Sanjay Kumar

Designation: Principal Secretary