

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU / Agreement") is entered into on this **27 July, 2021** by and between:

FNF India Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Umiya Business Bay Tower 2, 6th, 7th and 8th Floor, Cessna Business Park, Outer Ring Road, Bengaluru – 560103, Karnataka, India (hereinafter referred to as "FNF India" which expression shall unless it be repugnant to the context be deemed to include its successors and assigns) of ONE PART; **AND**

St. Aloysius College, Autonomous situated at Mangaluru, St Aloysius College Road, Mangaluru, 575003 (Hereinafter referred to as "College" which expression shall unless it be repugnant to the context be deemed to include its successors and assigns) of the SECOND PART.

(FNF India and the College shall hereinafter collectively be referred to as "parties")

The Parties to this Memorandum of Understanding (MOU) agree to the following:

1. **PURPOSE:** FNF India has an interest in recruiting good candidates to further its business interests and the College has an interest to secure employment for its students. Therefore the Parties hereto have agreed to work together towards achieving their interests in the manner set out hereunder.
2. **METHODOLOGY:**
 - i) FNF India shall conduct a round of online/ telephonic interviews and shall furnish the results of the selected candidates to the College within 7 days from the date of interview.
 - ii) FNF India shall recruit the successful candidates by following its usual recruitment process, such as issue of offer letter etc. The recruited candidate shall also be on probation for such period as per the company Policy of FNF India, and all the HR policies of all other employees of FNF India shall be applicable to the recruited candidates.
 - iii) All selected students shall have to undergo virtual training conducted by FNF India.
 - iv) FNF India shall be the sole judge to decide the qualification criteria/marks/ attributes etc. and its decision on this matter shall be final. All the selected students are required to attend virtual training and no claims whatsoever shall be entertained in respect of any student who fails to attend such training.
3. **DURATION OF THE MOU:** This MoU will be in effect from **July 01, 2021 to June 30, 2022**, FNF India may terminate the MOU by giving 30 days written notice. The termination can be initiated on the occurrence of any of the following:

TERMINATION BY FNF INDIA

FNF India may terminate the MOU by a seven days' written notice in the event of any of the following:

- The College not being able to keep to the timelines as mentioned in this MOU.
- Willful breach of the terms of this MOU.
- In the event of violation of any of the provisions specified in various clauses of this MOU and Terms of Reference that lead to a conflict which may affect the objectives of the Project, at any time of Agreement period.
- FNF India may, terminate this MOU for convenience by giving a notice of not less than thirty (30) days of such termination to the College.
- FNF India may terminate this MOU forthwith if the faculty deputed to the FNF India premises has violated any of the conditions set out in clause 4 above.
- This MOU along with the Annexures constitutes a valid and binding MOU on both the Parties in accordance with its terms.

4. **CONFIDENTIALITY:** College shall not, during the term of this MOU use Confidential Information for any purpose whatsoever other than the purpose of this MOU on behalf of FNF India or disclose the same to any third party. College shall neither use nor disclose the Confidential Information to any third party after the term or termination of this Agreement. It is understood that the said Confidential Information shall remain the sole property of FNF India. College further agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information. All documents, statistics, reports, data and other information provided, created, obtained or made available to College in connection with or by virtue of the Agreement, shall be treated as confidential by College. College shall not be entitled to use or make copies of them for any purpose that is not related to the MOU. The foregoing confidentiality obligations will not apply to Confidential Information that (a) is already known to College prior to disclosure by FNF India; (b) is or becomes a matter of public knowledge through no fault of College; (c) is rightfully received from a third party by College without a duty of confidentiality; (d) is independently developed by College; (e) is disclosed under operation of law; or (f) is disclosed by College with the prior written approval of FNF India.

College shall not directly or indirectly disclose to a third party the terms of this Agreement without prior written approval of FNF India.

In case College is required by law to disclose Confidential Information, such requirement shall be intimated to FNF India reasonably prior to the disclosure.

The obligations under this clause shall survive termination or expiry of this

5. **HEADINGS:** The paragraph heading contained in this MOU are for the convenience of the Parties and shall not affect the meaning or interpretation of this MOU.

6. **RELATIONSHIP :** Nothing in this MOU shall be construed to make a party a partner, an agent or legal representative of the other for any purpose.
7. **ASSIGNMENT :** Neither Party shall transfer or assign this MOU, or Rights or obligations arising hereunder, either wholly or in part, to any third party.
8. **SUPERSEDE:** This MOU supersedes any previous MOUs between FNF India and the College.
9. **AMENDMENTS:** No modification or amendment of this MOU and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly signed and executed by the Parties.
10. **ENTIRE MOU:** This MOU contains the entire MOU between the Parties. It may not be altered or amended except in writing, signed by the party against whom such alteration is sought to be enforced.
11. **SIGNED IN DUPLICATE :** This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity. By signing below the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

FNF INDIA PRIVATE LIMITED

ST ALOYSIUS COLLEGE, AUTONOMOUS

Authorized Signatory:

Authorized Signatory:

**P. Nishan
Unni**

Digitally signed by P. Nishan Unni
DN: cn=P. Nishan Unni, c=IN,
ou=Legal,
email=P.nishan.unni@fnf.com
Date: 2021.07.28 14:02:52 +05'30'

Name: Nishan Unni P
Title: Legal Counsel
Date: 28/07/2021



Name: Praveen Martis
Title: Principal
Date: 06/08/2021
