MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered on this 25th April 2015 (“MOU”) at Hyderabad between

Saint-Gobain India Private Limited - Gypsum Business a Company incorporated in India under the Companies Act, 1956 and having its Corporate office at 05th Level, Leela Business Park, Andheri – Kurla Road, Andheri – East, Mumbai – 400 059, Maharashtra, India, hereinafter referred to as “Saint-Gobain” (which expression shall, unless it be repugnant to the context or meaning thereof of its successors and assigns); National Academy of Construction (NAC) which is registered as “society” under Telangana Societies Registration Act 2001 and incorporated as a “Public Charitable” institution in September 1998 having its registered office at NAC Campus Cyberabad, Kondapur post, Hyderabad – 500 084. Hereinafter referred to as “NAC” (which expression shall unless it be repugnant to the context or meaning thereof of its successors and assigns).
WHEREAS:

a) Saint-Gobain India Pvt. Ltd. - Gyproc Business is a part of Saint-Gobain Group – world’s leading manufacturer of ceilings, drywalls and gypsum plasters. The company is a pioneer in introducing lightweight interior construction practices in the Indian market, and its products and systems are the preferred choice of companies, builders, interior decorators and end consumers. The drywall is replacement of traditional brick wall. The benefits of the system are Green Technology (Environment Friendly), Provide acoustical & aesthetical value and depending upon the requirement and type of board used, it can provide high level of fire protection and acoustics.

b) National Academy of Construction (NAC) is an ISO 9001:2008 certified Institute. It is also a Vocational Training Provider as recognized by Government of India and also represented on the National Council for Vocational Training for one term. NAC has eight constituent units covering all sectors of the Construction Industry. The Hyderabad campus has a high level educational infrastructure to train 500 candidates in a batch such as an auditorium with 500 seating capacity, seminar halls, classrooms, hostel blocks, dormitory, Quality control and testing Laboratory for construction materials, Material Display Block. NAC has very experienced in-house faculty of 175 personnel and visiting faculty exposed to major projects. The main aim of NAC is to impart training to unemployed youth in various construction trades and also to upgrade knowledge and skills of construction workers, engineers, contractors, managers, supervisors, Architectural Assistantship workers and inculcate professionalism in them. It has been the concern of all the parties to develop the human resource by way of imparting vocational training for manufacturing and engineering sector as per the existing demand and create avenues for suitable livelihoods and to create international standard of knowledge to produce world class workforce.

c) NAC has approached Saint-Gobain to provide training to the trainers of NAC to further provide the training to the construction workers in the Dry wall Construction and false ceiling and thereby help in enhancing their skills and employability. Saint-Gobain agrees to provide the training to the trainers of NAC at Saint-Gobain training academy situated at Wada, Maharashtra (Purpose).

d) The Parties now wish to record their broad understanding to achieve the Purpose.

THIS MOU WITNESSES AS UNDER:-

1. Saint-Gobain shall conduct training of the Trainers (TOT) at free of cost up to 4 trainers of NAC subject to NAC shall start the batches within two months of the TOT and NAC shall provide the free placement to all candidates who have successfully undergone the Assistant Technician Dry wall and false ceiling trade (MES CON/720) and at least 60% of trained candidates should be retained for period of at least 6 months from the date of completion of the training. Every batch wise and Saint-Gobain shall review the same periodically; duration of the training will be 90 days (500 hrs) as per DGET norms for the MES course. NAC shall bear all other cost of lodging, boarding, food expenses of the trainers during the training period.
2. Saint-Gobain will assist NAC for implementation of training programmes and also extend its support in erecting mock structures pertains to dry wall and fall ceiling systems for training and display at free of cost at NAC Hyderabad Headquarter.

3. As soon as practicably possible after the signing of this MOU, both parties shall make their best efforts to achieve the Purpose in good faith and in a timely and reasonable manner.

4. Both parties shall meet and review periodically and monitor the progress of the achievement of as mentioned in Clause 1, if NAC fails to achieve the retention percentage as mentioned above then Saint-Gobain shall withdraw the knowledge / technical assistance.

5. This MOU shall be valid for a period of 12 (Twelve) Months from the date of execution hereof (the “Term”). During the term of this MOU, each Party reserves its right to terminate this MOU with a prior written notice of 10 days.

6. During the Term of this MOU, either Parties shall not be bestowed any right and/or financial liability with respect to the Purpose of this MOU.

7. Nothing contained in this MOU is an offer or commitment by any Party to buy, sell, lease or license from or to the other Party any product, service, information or intellectual property and no such offer or commitment will be implied. This MOU does not oblige either Party to enter into any further agreement with the other.

8. Nothing contained in this MOU shall be deemed to constitute any Party as a partner, joint venture or collaborator of the other Party for any purpose.

9. Each Party represents that it has the power and authority to execute, deliver and perform its obligations under this MOU. That, this MOU has been duly authorized and executed by each Party and to extent set out explicitly it constitutes a valid and binding obligation of each Party, enforceable against each Party in accordance with its terms. That, the execution and delivery by each Party of, and the performance by each Party of its obligations under this MOU will not contravene any provision of applicable law or Saint-Gobain and NAC’s memorandum and articles of association or other instruments, or any agreement or other instrument binding upon the Parties, or any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Parties, and no consent, approval, authorization or order of, or qualification with, any governmental body or agency is required for the performance by the Parties of their obligations under this MOU.

10. This MOU between the Parties, is the entire understanding between the Parties as to the subject matter hereof and shall supersede any and all previous communications, negotiations commitments either and or written between the Parties with respect to the subject matter hereof.
11. This MOU shall be governed by the laws of the India and the appropriate courts in Mumbai shall alone have jurisdiction in respect of any matter, claim or dispute arising out of or in any way relating to this MOU.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their respective duly authorized representatives as of the day and year first written above.

For National Academy of Construction

Name: K. BIKSHAPATHI

Signature

Date: 25-4-2015

Director General
National Academy of Construction
Hyderabad

In the presence of:

1. L. V. Venkata Ramulu, Director (HMR & EMD)

2. I. Shankar Reddy, Director (PSPE)

For Saint-Gobain India Private Limited

Name: Hazmat Khattar

Signature

Date:

Name:

Signature

Date:

In the presence of:

1. Girish Desh

2. Emmanuel Gunthoor