

Expression of Interest

This Expression of Interest is made at Bangalore on 1st Day of August, 2021.

BETWEEN

EnAble India, a non-profit working for the livelihoods of persons with disabilities, having its registered office at #473/B Adugodi Main Road, 8th Block Koramangala, Bangalore 560095, hereinafter referred to as "EI" (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the **First Part**,
AND

WinVinaya Foundation, a non-profit providing life skills and resources to persons with disabilities, persons from economically weaker sections, LGBTQ+ community to enable them to earn a decent income and lead a life with dignity, having its registered office at 25/3 Brindavan, 3rd cross, Saraswathi Puram, IIM Post, Bangalore 560076, hereinafter referred to as "WVF" (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the **Second Part**

WHEREAS:

1. EI is a non-profit working for the livelihoods of persons with disabilities. EI provides training to PwDs and works to create employment opportunities for PwDs.
2. WVF is a Training Partner associated with various corporates for providing training to the candidates
3. EI is willing to enter into an Expression of Interest with WVF

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. Objective:

The objective of this EOI is for EI to mobilize the candidates for trainings/job opportunities/openings provided by WVF and for WVF to mobilize candidates for trainings/job opportunities/openings provided by EI

2. Period of EOI:

This EOI shall come into force and effect from the date of execution and shall remain valid for a period of 1 Year from such date after which the same may be reviewed by either party. If the same is not expressly terminated by either party, it will be deemed to be automatically renewed for another year.

3. Roles & Responsibilities of party mobilizing candidates :

- a. Contact candidates and create groups
- b. Nominate one person with adequate accountability and responsibility to coordinate the engagement. The person so appointed would act as the single point of contact (SPOC) for the proposed initiative.
- c. Share with the other party the details of the candidates such as name, email ID (if any), contact details, who are eligible and willing for the training or job openings provided by the other party
- d. Share required documents (such as Resume, Disability Certificate, Govt ID, etc.) with the other party
- e. Encourage the candidates to avail the training/placement opportunities given by the other party

4. Roles & Responsibilities of the party providing the training:

- a. Contact the sourced candidates, select candidates for the training (through meetings/ career counselling discussions/ assessments / mix of these) based on eligibility criteria.
- b. Inform the party mobilizing candidates about the candidates selected for the training
- c. For the selected candidates, create groups and provide the training for the selected candidates
- d. Share the progress of training with the other party as per Annexure 2

- e. Nominate one person with adequate accountability and responsibility to coordinate the engagement. The person so appointed would act as the single point of contact (SPOC) with the party sourcing the candidate for the proposed initiative for the entire period of agreement.

5. Roles & Responsibilities of the party providing job opportunity/ openings:

- a. Placing the candidates in the companies will be a joint responsibility of both the parties. They will regularly share information about company wise openings/ placement opportunities with each other.
- b. To ensure best placement record, both parties will refer candidates to organizations where they have contacts. As both, EI and WVF work with corporate employers, there is the possibility of common clients. They will check with each other and decide on which party will refer the candidates to the common clients.
- c. Both the parties will share selection details with each other – including selection emails/ offer letters etc...
- d. Acceptance of the offer will be the candidate's decision and both the parties will share with each other about this decision as well.
- e. Details of the offer and the placement will be shared by the parties with each other as per the format in Annexure 1

6. Analysis and Continuous Improvement:

Both parties can store the information about candidates including profile, training, and placement in their database. Both parties will discuss regularly (like Monthly or so) on what went well, what can be improved to make the process more effective, efficient and to maximize the social impact.

7. Commercials:

This Training Program is free of cost. Neither party shall charge any fees on whatsoever account/name from each other or the candidates for conducting the aforesaid training program.

8. Limitations and Warranties:

Both parties agree that it would be their endeavour to prevent any liability arising out of default or non-compliance of the EOI terms by the other party.

9. Termination:

- a. Both parties can terminate the EOI with a prior written thirty (30) day notice on default of terms of non-adherence to any condition or responsibilities by the other party as outlined in this EOI in case such default is not rectified within such 30 days.
- b. Both parties also agree that it would be their professional endeavour that despite any termination of the EOI, progress would continue, without any prejudice to the on-going Training Programs, which would be without any hindrance and would be progressed for completion.

10. Entirety & Amendment:

This EOI contains the entire understanding between the Parties in relation to the Training Program. If during the operation of the EOI, circumstances may rise which call for alteration / modification to this EOI, such alteration / modification shall be mutually discussed and agreed upon in writing. Such changes will be formalized in writing as an 'Addendum' to this EOI. Any changes/amendments to this EOI not in conformance to this section shall be deemed to be void-ab-initio.

11. Intellectual Proprietary Rights:

All intellectual or proprietary property and information, supplied or developed by either Party shall be and remain the sole and exclusive property of the Party who supplied or developed same. Upon termination of this EOI and upon written request, the Party in receipt of the requesting Party's intellectual or proprietary property and/or information pursuant to this EOI shall return such information to the requesting Party.

12. Confidential Information:

- a. Both parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the course(s) of performance hereunder, save that which is inconsequential or obvious;
- b. Already in its possession other than as a result of a breach of this clause; or in the hands of the public other than as a result of a breach of this clause.
- c. In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.

13. Force Majeure:

- a. Neither party to this EOI shall be liable for any failure or delay on its part in performing any of its obligations under this EOI, if such failure or delay shall be result of or arising out of Force Majeure conditions and, provided that the party claiming Force Majeure shall use its best efforts to avoid or remove such cause of non-performance and shall fulfil and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.
- b. Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this EOI be considered as a Force Majeure event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. Provided however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MOU, such party shall give immediate notice to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

14. Non-Solicitation:

Both parties agree that during the term of this Agreement and for a period of one (1) year after the termination or expiry thereof, neither party shall, directly or indirectly, employ, contract, solicit, hire or otherwise utilize the services of an existing employee of the other party

15. Jurisdiction and Arbitration:

- a. In the event of any dispute or difference between the Parties hereto, the courts in Bangalore alone shall have exclusive jurisdiction to try any matter arising between the Parties here-to and accordingly both the Parties shall submit to the exclusive jurisdiction of courts in Bangalore, Karnataka.
- b. Any dispute arising out of, in relation to or in respect to this EOI shall be settled through mutual consultation and agreement, by the Parties to this EOI. In case a settlement is not arrived at within fifteen (15) days of reference, the dispute/s shall be referred to a sole arbitrator to be appointed in accordance to the Arbitration and Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be Bangalore, India.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as on the day, month and year first hereinabove written

For EnAble India

(Authorized Signatory)

Name:

Designation:

Place:

Date:

Stamp:

For WinVinaya Foundation

Sivasankar Jayagopal

(Authorized Signatory)

Name: Sivasankar Jayagopal

Designation: Founder Chairman

Place: Bangalore

Date: 01-Aug-2021

Stamp:



Annexure 1

OFFER & PLACEMENT DETAILS

Company Details

Name of Company:		Website:
Address:		
Contact:	Phone:	Email:
On the payroll of:		
Deployed with:		
Company brief:		

Position

Designation:	No. of openings:	Location:
Type: Perm/ Temp / Contract	Training Period:	(if so Stipend during training)
Gender:	Age limit:	Prior exp:
Qualifications:		
Job description:		

Special requirements:

Benefits / Terms

Salary CTC:	Take Home:	Location:
Shifts:	Working Hours:	Off day:
Leave:	Transport:	Accommodation:
Medical:	Insurance:	Others:

Date:

Signed:

Candidate name	Email id	Mobile no.	Company name	Disability	Role	location	Salary

Annexure 2

TRAINING DETAILS

TRAINING BATCH NO.:
TRAINING START DATE:
TRAINING END DATE:
TRAINING DOMAIN:
COMPANY FOR WHICH TRAINING IS BEING EXECUTED (IF COMPANY SPECIFIC):

Candidate name	Email id	Mobile no.	Disability	Evaluation	Remarks