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For Silver Peak Global Pvt. Ltd.  
*[Signature]*  
Authorised Signatory



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MEMORANDUM OF UNDERSTANDING (MoU)

Between

Engineering Council of India (ECI) &  
SilverPeak Global Pvt. Ltd. (SPG)

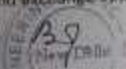


silverpeak

This Memorandum of Understanding (MoU) entered into by and in between Engineering Council of India (ECI), and SilverPeak Global Pvt. Ltd., (SPG), based upon the understanding that the mutual cooperation between each organization, is helpful in the field of education and both parties agree to cooperate in developing creating jobs, overseas training, educational programs, and exchange opportunities in earnest as follows:

Statutory Alert:

1. The authenticity of the Stamp certificate should be verified at www.stamps.eci.gov.in using the Stamp No. and Date/Time of the issue in the Certificate and an e-stamp in the website should be issued & valid.
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## 1. Preamble

The ECI is registered as a Not-for-profit Society under the Societies Registration Act, 1860 and is the prime institution to standardize and harmonize, in various major engineering disciplines, professional practices in India and competency standards of practicing professionals with their counterparts in other member countries of WTO, having among their founding members: Planning Commission (Now NITI Aayog), All India Council for Technical Education (AICTE), National Board of Accreditation (NBA), Central Public Works Department (Ministry of Urban Development), Department of Commerce (Ministry of Commerce & Industry), Dept. of Secondary and Higher Education (Ministry of HRD), Department of Scientific and Industrial Research, Council of Scientific & Industrial Research & several other Professional Institutions.

SilverPeak Global is a Private Limited Company incorporated under the Companies Act, with office headquartered in Japan and spread across 6 nations including India, Japan, Nepal, Philippines, South Korea and Uzbekistan, is licensed as a "Recruiting Agent under the Emigration Act, 1983" and is thus permitted to deploy candidates abroad as per the guidelines set by the Ministry of External Affairs, the Government of India and is also designated as a Sending Organization by National Skill Development Corporation (NSDC) under the Technical Internship Training Program (TITP), an initiative spearheaded by Japan International Training Cooperation Organization (JITCO) and Organization for Technical Intern Training (OTIT), the Minister of Justice and the Minister of Health, Labor and Welfare, Government of Japan.

The rapidly aging population coupled with a massive requirement for trained manpower makes Japan the technological and economic superpower, and as well as the other industrialized nations, the most ideal locations to work in. The purpose of this MoU is to enable candidates from professional Engineering courses in India under the aegis of Engineering Council of India to learn the relevant Languages, attain relevant technical skills and gain employment there in those countries. SilverPeak Global will enable and act as a facilitator in this endeavor. The Engineering Council of India will aid SilverPeak Global in identifying and enabling candidates to apply and avail benefits associated with these programs.

## 3. Roles and Responsibilities

### SilverPeak Global Pvt. Ltd. (SPG)

1. Presenting the Pre-Placement Talk and Counselling potential students.
2. Conducting the SPG-CET, HR and Technical interviews.
3. Facilitating Technical Interviews by the relevant countries' industry and other reputed organisations.
4. Coordinating issue of Appointment Letters to the selected candidates.
5. Collection of fees and onboarding the selected candidates.



6. Document collection -
  - a. Scrutiny and collection of all original documents.
  - b. Filling-up of relevant forms.
7. Deliver the Course -
  - a. Delivery of the relevant country's Language Levels.
  - b. Delivery of the Technical Program as stipulated by the concerned foreign Organization/s
  - c. Training in the relevant country's Etiquette, Business Communication and Culture.
  - d. Issue of books related to that country's language.
  - e. Periodic tests/ assessments to evaluate the candidate progress.
8. Provide assistance in procuring the COE and guidance in obtaining the Visa.
9. Final placement of the candidate in that country.
10. SPG shall seek the Permanent Affiliate Status with ECI.
11. SPG shall help ECI forge MoU's with associations/ bodies associated with the Engineering/ Technology field to execute joint programs/ internships in that country.
12. SPG will authorize usage of the SPG Logo for webpage/ promotion by ECI, subject to keeping the former informed of usage.
13. SPG shall inform ECI of any candidates that have joined the program/s through the reference of ECI. The enquiry form linked with the ECI page on the SPG webpage and the SPG page on the ECI webpage shall be shared with both ECI and SPG. ECI will name a single point of contact to coordinate the candidate counselling and onboarding process. In case of any dispute with regards to the candidate, the same shall be brought to the notice of either parties. The decision of ECI in such cases shall be final and binding.
14. SPG shall ensure that all Engineering candidates registered with SPG shall automatically seek registration of ECI by paying its requisite registration fees.
15. SPG will also ensure that if SPG offers any better or more favourable terms to any individual or any organization, those terms would also be made available to ECI.

#### Engineering Council of India (ECI)

1. Branding and promotion of the IOP program in various colleges/ Universities across India.
2. Provide the IOP program visibility through various forums organized by ECI including but not limited to Seminars, Exhibitions, Symposiums, Workshops, Conferences, Website, Social Media Sites etc.
3. ECI shall provide a suitable platform for SPG to speak about its programs.
4. ECI shall display links to the various IOP programs' pages prominently on their website.
5. ECI shall inform all Engineering Colleges in India about ECI's association with SPG and the IOP program/s.



6. ECI shall help SPG to establish working relationships to propagate the various offerings with Member Associations working under the aegis of ECI.
7. An enquiry form shall be provided on the ECI webpage detailing the IOP program and candidates can register for the same through this page.
8. ECI will authorize usage of the ECI Logo for webpage/ promotion by SPG subject to keeping the former informed of usage.

#### 4. Consultation fees

1. The consultation fees for the program/s shall be mutually agreed to.
2. The consultation fees shall be deposited into the ECI account on or within the agreed stipulated days from the date of commencement of the program/s provided the candidate has deposited the requisite fees.
3. In case a candidate withdraws for any reason and the fees is re-imbursed, the consultation fees for such a candidate will be adjusted against the next candidate. However, SPG shall abide by the decision of ECI in such instances.
4. Each intake will be considered as a separate batch.

#### 5. Other Initiatives

1. SPG shall actively represent ECI in those countries and promote mutual association with Universities and Scientific/ Technological bodies of those countries.
2. SPG may introduce programs for both degree as well as for Diploma Engineering Candidates. SPG and ECI may add these programs as "Annexures" to this agreement upon mutual consent.
3. SPG can facilitate associations and agreements between Universities in India and the other countries under the umbrella of ECI.
4. SPG can help facilitate the conduct of Seminars/ Workshops/ Symposiums involving those countries' Universities under the guidance of ECI.
5. SPG can extend the scope of other activities to countries other than listed above, on mutual agreement.

The disputes if any, under this agreement, would be amicably resolved through institutional alternate dispute resolution mechanisms under Construction Industry Arbitration Council (CIAC) and its rules, the seat being New Delhi. The decision/s thereof shall be final and binding. This MoU shall be effective for a period of Ten (10) years from the date of signing. It may be extended automatically if there is no objection from the other party. Any additions to the MoU may be added as an annexure.



In witness whereof, the duly authorized representatives of the parties affix their signature below to sincerely implement this MoU, and each party shall keep a copy of the original.

Date: 2021/

Date: 2021/ February 15

*B.R.*

B R Jain  
Senior Advisor  
Engineering Council of India (ECI)



Witness 1

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*Vinay Nanjappa*

Vinay Nanjappa  
Director - India  
SilverPeak Global Pvt. Ltd. (SPG)



Witness 2

*Sushant Chatterjee*

SUSHANT CHATTERJEE  
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