**Memorandum of Understanding**

This MOU is executed by **KAMPA BHAI VOCATIONAL TRAINING INSTITUTE LTD. ,** a company incorporated under Companies Act, 2013, having its registered office at Near Sai Mandir Rugudipara, Balangir-767001 through its authorized representative Shri Japabandhu Kampa, Aged-28 years, Director of the Company, hereinafter referred to as the “Party No.-1” (Which expression shall unless repugnant to the context or meaning thereof shall deem to mean and include its liquidators, heirs, representative, administrators, executors, successors and assigns)

AND

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** a company/firm incorporated under \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Act, ,having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, through its authorized representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, S/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Aged \_\_ years, designation - \_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the “Party No.-2” (Which expression shall unless repugnant to the context or meaning thereof shall deem to mean and include its liquidators, heirs, representative, administrators, executors, successors and assigns).

It has been decided between the parties to this agreement that the Party No.-1 shall provide support to overall management of the vocational/skill training and Party No.-2 shall provide necessary infrastructure facilities and trainer to impart training to candidates.

Now this agreement is made this ------- day of --------- 2015 at ------------- witnesses as under.

**SCOPE**

The Party No.-1 and the Party No.-2 hereby agree to associate themselves towards delivering services as per the scope defined below:

1. That the Party No.-2 will provide vocational/skill training (subject/courses as mentioned in table no. 2) to the trainees’ after registering them under guidance of Party No.-1.
2. It is further agreed that this agreement is being signed by the parties without any pressure, coercion, influence, or any type of compulsion.
3. It is hereby clarified between the parties to this agreement that Party No.-1 is not giving any license or sub-franchise to the Party No.-2 and any such interpretation by the Party No.-2 shall not be valid and the Party No.-2 will not represent itself/himself to be a licensor or sub-franchise of Party No.-1 anywhere in respect of any support being provided by them under this agreement. This is a memorandum of understanding for first line franchise Centre for training programme.
4. The Party No.-1 and Party No.-2 are entering into this memorandum of understanding for the purpose of vocational/skill training under PMKVY of NSDC.
5. Party No.-2 will pay Rs.800 / Rs. 1200 or an amount as specified by NSDC & SSC as assessment fees, to Party No.-1 as assessment fees of candidate which will be paid to SSC by Party No.-1.
6. Party No.-2 will ensure that candidate has never been enrolled by way of any other training partner except Party No.-1 and will never be enrolled by way of any other training partner until monetarily rewarded by NSDC.
7. Stamp duty and registration charges, Legal Fees for Drafting and execution of the agreement and other out of pocket expenses shall be borne by the parties equally.

**TERMS OF PAYMENT**

1. The payments would be transferred to the Party No.-2 for all the students who have been assessed, certified as successful and monetarily rewarded by the NSDC Sector Skill Council on or within 10 days from date of receipt of payment to Party No.-1 from NSDC and/or students. It can be expected under normal circumstances that payments for all successful students would be made within a maximum period of 45 days from declaration of the results of assessment by the concerned NSDC Sector Skill Council.
2. TDS at the applicable rate would be deductible at source on all payments.
3. If any applicability of any tax is found to be applicable in future, tax amount will not be recoverable from Party No.-1 and will be paid to the taxing authority by Party No.-2.
4. All payments would be made through Cheque / Bank transfer only.
5. Slab wise compensation for successful candidate shall be as described in Table below.
6. Compensation specified in table below are inclusive of all the direct/indirect taxes whether payable to the Govt. by Party No.-1 or Party No.-2.

|  |  |  |
| --- | --- | --- |
| **Cumulative Candidate Pass** | **Per Candidate From NSDC As per Job Role (SSC)** | **Partner****Share Per Candidate** |
|
|
| 50 | - | 40% |
| 100 | - | 45% |
| 150 | - | 50% |
|  200 | - | 55% |
| 250 | - | 60% |
| 300 | - | 65% |

**Table 1**

**Party No.-2 – RESPONSIBILITY SCOPE**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **TASK DESCRIPTION** |  | **TO BE DONE BY PARTY NO.-** |
|  |  |  | **2** |  |  |  |  |  |
|  |  |  |  |
| Party No.-2 will ensure that the trainers at the participating centers |  | Party No.-2 to provide a |
| are qualified to handle the training program as per the QP and NOS |  | trainer | trained | in | training |
| set by SSC. |  |  | program | conducted | by | SSC |
|  |  |  | and all the paper work and |
|  |  |  | documentary | proof | for |
|  |  |  | trainers’ profile and their |
|  |  |  | competency detail. |  |  |
|  |  |  |  |
| Party No.-2 should have adequate lab infrastructure as per the |  | Party No.-2 to provide |
| guidelines set by SSC. |  | infrastructure | as |  | per |
|  |  |  | requirement | along |  | with |
|  |  |  | appropriate | documentary |
|  |  |  | support of having their right |
|  |  |  | to use that infrastructure. |
|  |  |  |  |
| Party No.-2 shall mobilize the students for the program as per the |  | Party No.-2’s responsibility. |
| defined eligibility criteria. Party No.-2 to ensure that mobilized |  |  |  |  |  |  |  |
| students are of a certain minimum quality as all payouts are linked to |  |  |  |  |  |  |  |
| the number of students passing the assessment. |  |  |  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  | TASK DESCRIPTION |  |  | TO BE DONE BY PARTY |
|  |  |  |  | NO.-2 |  |  |  |  |
|  |  |  |  |
| Party No.-2 will enter the students’ details into format provided | by | Party No.-2’s | primary |
| NSDC called SDMS. Only the Party No.-2 will be liable for any wrong or | responsibility |  |  |  |
| misguiding information put into the SDMS. |  |  |  |  |  |  |  |
|  |  |  |  |  |
| The Party No.-2 will ensure all candidates have a UID number and |  | a | Primary responsibility |  |
| bank account opened under the product code specified in the PMKVY |  |  |  |  |  |
| program. Adequate assistance will be provided by the Party No.-2 to the |  |  |  |  |  |
| trainee to facilitate the UID number and a bank account. Nearest CSC |  |  |  |  |  |
| will facilitate to fasten the process. |  |  |  |  |  |  |  |
|  |  |  |
| It will be the responsibility of the Party No.-2 to update the UID and | Primary responsibility |  |
| bank account information of the trainee on its receipt. The Party No.-2 |  |  |  |  |  |
| will be liable | for any incorrect information entered into SDMS . |  |  |  |  |  |  |  |
|  |  |  |
| The Party No.-2 will have to ensure that the start and end date of every | Primary responsibility |  |
| batch is entered into SDMS. In case of any delay in the information |  |  |  |  |  |
| provided – the Party No.-2 will be liable for the same. |  |  |  |  |  |  |  |
|  |  |  |
| The Party No.-2 would ensure to take the payment of Rs.800 / Rs. 1200  | Primary responsibility |  |
| from the candidates towards assessment and an undertaking from the  |  |  |  |  |  |
| candidate promising to pay the training fee to Party No.-1, post the  |  |  |  |  |  |
| successful  | assessment, certification and receipt of the monetary  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| reward into his/her bank account. |  |  |  |  |
|  |  |  |
| Party No.-2 will be expected to provide the training as per the | Primary responsibility |  |
| promised schedule to the trainee and ensure that the trainee is |  |  |  |  |
| adequately skilled as per the performance criteria defined in the QP and |  |  |  |  |
| NOS |  |  |  |  |  |
|  |  |  |
| On the day of the assessment, Party No.-2 has to ensure that the | Primary responsibility |  |
| necessary facilities are extended to the assessor and adequate lab |  |  |  |  |
| infrastructures with necessary raw materials are provided for the |  |  |  |  |
| assessment purpose. In case the assessor needs any internet connection |  |  |  |  |
| and a computer – that same should be provided on request by the PARTY |  |  |  |  |
| NO.-2. |  |  |  |  |  |
|  |  |  |  |
| The trainee will be allowed to take the assessment as many times as the | Primary ( | for | collecting |
| trainee wants by paying the assessing fee each time. The assessment | the assessment | fee | from |
| fee has to be transferred to the SSC each time. | candidate | for | 2nd | and |
|  |  | subsequent | attempts, in |
|  |  | case he/she so desires) |
|  |  |  |
|  |  |  |
|  | TASK DESCRIPTION | TO BE DONE BY PARTY |
|  |  | NO.-2 |  |  |  |
|  |  |  |
| It will be the responsibility of the Party No.-2 to printout the | Primary. Party No.-2 |  |
| certificates |  |  |  |  |
| The certificates should be: |  |  |  |  |
|  On A4 size sheets |  |  |  |  |
|  | Color printed |  |  |  |  |
|  On 160 to 180 GSM paper |  |  |  |  |
| Party No.-2 to arrange for printing and handing over the certificates to |  |  |  |  |
| the trainees and get their acknowledgement and send them back to EP |  |  |  |  |
| for record keeping |  |  |  |  |
|  |  |  |
| The Party No.-2 will have to issue the certificates to the trainee within | Primary responsibility |  |
| 2 working days. Any delay will be the liability of the Party No.-2. |  |  |  |  |
|  |  |
| In the eventuality of student dropping out before taking the assessment | Applicable for Party No.-2 |
| at least | once and is taking training on credit, the Party No.-2 or the | as well. |  |  |  |
| trainee will not be eligible for reimbursement |  |  |  |  |
|  |  |  |  |  |  |

1. **RESPONSIBILITIES OF KAMPA BHAI VOCATIONAL TRAINING INSTITUTE**
2. Coordinate with Party No.-2 & NSDC and Sector Skill Councils (SSCs) to get affiliation for Job Roles being offered under the PMKVY Program.
3. Work with SSCs to align training course-ware with National Occupation Standards (NOS) and Qualification Packs.
4. Work closely with SSCs to ensure courseware, assessment benchmarks and policies are aligned to on - ground reality.
5. To coordinate with SSC to make the ToT Conduct Trainer/Trainers as required.
6. Provide the Party No.-2 with Trainer Manuals, presentation material, student work books and

assessment sheets and other program collateral as required on chargeable basis.

1. Follow-up with Assessment Agency and SSC to ensure that Assessment results are published on time and payment processed through NSDC
2. Ensure payment to the Party No.-2 as per payment terms listed in this AGREEMENT.
3. **COMPENSATION:** For the activities as detailed under the Party No.-2–RESPONSIBILITY SCOPEdefined above, Party No.-1 will pay (As per Slab ) to Party No.-2 for every successful candidate under applied job role and credit received in KBVTI account from candidates account.
4. **NON DISCLOSURE**: During the term of this MOU, (KBVTI) KAMPA BHAI VOCATIONAL TRAINING INSTITUTE LTD. and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be bound by Confidentiality and Non - Disclosure and neither will reveal confidential information received as part of the collaboration hereunder to a third party. Non-disclosure only applies to information that is not already readily available in the public domain, or which a party rightfully has obtained elsewhere, or which a party has been ordered by a relevant court or authority to reveal.
5. **LIABILITY:** To the extent not otherwise stated in applicable terms and conditions, none of theparties should be liable for consequential damages such as lost profit.
6. **TERMINATION:** It is hereby agreed between the parties to this agreement that this agreement

shall be valid up to 31st March 2017 This MOU may be terminated by either party at any time by serving a notice of 1 calendar month. However, any obligations from either side accrued during the term shall be fulfilled.

1. **DISPUTES:** Any controversy or claim arising out of or relating to this MOU, or the breachthereof, will be settled through arbitration as per the provisions of Indian arbitration Act.
2. **AMENDMENT:** This AGREEMENT may be amended only by a written instrument signed by theduly authorized representatives of both Parties.
3. **PARTIAL INVALIDITY:** If any provision of this MOU is held by a court of competent jurisdictionto be invalid, void or unenforceable, the remaining provisions will nevertheless continue in force without being impaired or invalidated in any way.
4. **GOVERNING LAW:** This MOU will in all respects be governed by and construed in accordance with thelaws of India. Notwithstanding anything contained in this agreement, the terms and conditions as agreed will not have an overriding effect over and above guidelines of NSDC/SSC/ PMKVY under, Govt. of India.

 **IN** **WITNESS** **WHEREOF** (KBVTI) Kampa Bhai Vocational Training Institute Ltd. And \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ each has caused this MOU to be executed on its behalf, as of date first written above.

**Table 2 for name of courses**

* As assigned by Party No.-1 Under PMKVY program.

**IN WITNESS WHERE OF the parties hereto have executed these presents the day and year herein above written.**

**WITNESSES:-**

01.\_\_\_\_\_\_\_\_\_\_\_\_\_

FOR M/s. **KAMPA BHAI VOCATIONAL TRAINING**

 **INSTITUTE LTD.**

|  |  |  |
| --- | --- | --- |
| Signature | : |  |
| Name | : | Mr. Japabandhu Kampa |
| Designation | : | Director |



02.\_\_\_\_\_\_\_\_\_\_\_\_\_

FOR M/s.

Signature :

Name :

Designation :

Annexure

Code of ethics

Process Manual form PMKVY

PMKVY Guideline.