

Memorandum of Understanding

This MOU is executed by **Seraphic it-Solution** having its registered office **117 SR Compound Lasudiya Mori Dewas Naka Indore (M.P.)** through its authorized representative Mr. **Saket jain**, Aged **33** 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

<**Training Centre Name**> a society incorporated under **MP SOCIETY REGISTRATION ACT, 1973** having its registered office at < **Address of Centre** > through its authorized representative < **Representative Name** >, S/o < **Father's name** >

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 in several training centers owned/taken on rent (attach proper agreement if taken on rent) by .

Now this agreement is made on day of2016 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/- or 1200/- 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.

- 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

- 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.
- TDS at the applicable rate would be deductible at source on all payments.
- 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.
- All payments would be made through Cheque / Bank transfer only.
- Slab wise compensation for successful candidate shall be as described in Table below.
- 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.

No of Candidate Pass	Amount Per Candidate Form NSDC	Compensation Percentage (%)
All Pass Candidates	7500/10000	

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 are qualified to handle the training program as per the QP and NOS set by SSC.	Party No.-2 to provide a trainer trained in training program conducted by SSC and all the paper work and documentary proof for trainers' profile and their competency detail.

<p>Party No.-2 should have adequate lab infrastructure as per the guidelines set by SSC.</p>	<p>Party No.-2 to provide infrastructure as per requirement along with appropriate documentary support of having their right to use that infrastructure.</p>
<p>Party No.-2 shall mobilize the students for the program as per the 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.</p>	<p>Party No.-2's responsibility.</p>

TASK DESCRIPTION	TO BE DONE BY PARTY NO.-2
Party No.-2 will enter the students' details into format provided by NSDC called SDMS. Only the Party No.-2 will be liable for any wrong or misguiding information put into the SDMS.	Party No.-2's primary responsibility
The Party No.-2 will ensure all candidates have a UID number and a 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.	Primary responsibility
It will be the responsibility of the Party No.-2 to update the UID and bank account information of the trainee on its receipt. The Party No.-2 will be liable for any incorrect information entered into SDMS.	Primary responsibility
The Party No.-2 will have to ensure that the start and end date of every batch is entered into SDMS. In case of any delay in the information provided – the Party No.-2 will be liable for the same.	Primary responsibility

The Party No.-2 would ensure to take the payment of Rs.800 or Rs.1200 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.	Primary responsibility
Party No.-2 will be expected to provide the training as per the promised schedule to the trainee and ensure that the trainee is adequately skilled as per the performance criteria defined in the QP and NOS	Primary responsibility
On the day of the assessment, Party No.-2 has to ensure that the 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.	Primary responsibility
The trainee will be allowed to take the assessment as many times as the trainee wants by paying the assessing fee each time. The assessment fee has to be transferred to the SSC each time.	Primary (for collecting the assessment fee from candidate for 2nd and subsequent attempts, in case he/she so desires)

TASK DESCRIPTION	TO BE DONE BY PARTY NO.-2
<p>It will be the responsibility of the Party No.-2 to printout the certificates</p> <p>The certificates should be:</p> <p style="text-align: center;">On A4 size sheets Color printed On 160 to 180 GSM paper</p> <p>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</p>	Primary. Party No.-2
<p>The Party No.-2 will have to issue the certificates to the trainee within 2 working days. Any delay will be the liability of the Party No.-2.</p>	Primary responsibility
<p>In the eventuality of student dropping out before taking the assessment at least once and is taking training on credit, the Party No.-2 or the trainee will not be eligible for reimbursement</p>	Applicable for Party No.-2 as well.

1. **RESPONSIBILITIES OF.....**

- a) Coordinate with Party No.-2 & NSDC and Sector Skill Councils (SSCs) to get affiliation for Job Roles being offered under the PMKVY Program.
- b) Work with SSCs to align training course-ware with National Occupation Standards (NOS) and Qualification Packs.
- c) Work closely with SSCs to ensure courseware, assessment benchmarks and policies are aligned to on-ground reality.
- d) To coordinate with SSC to make the TOT Conduct Trainer/Trainers as required.
- e) 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.
- f) Follow-up with Assessment Agency and SSC to ensure that Assessment results are published on time and payment processed through NSDC
- g) Ensure payment to the Party No.-2 as per payment terms listed in this AGREEMENT

2. **COMPENSATION**: For the activities as detailed under the Party No.-2 – RESPONSIBILITY SCOPE defined 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 account from candidates account.
3. **NON DISCLOSURE**: During the term of this MOU, < **Training Partner Name** > and < **Training Centre Name** > 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.
4. **LIABILITY**: To the extent not otherwise stated in applicable terms and conditions, none of the parties should be liable for consequential damages such as lost profit.
5. **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.
6. **DISPUTES**: Any controversy or claim arising out of or relating to this MOU, or the breach thereof, will be settled through arbitration as per the provisions of Indian arbitration Act.
7. **AMENDMENT**: This AGREEMENT may be amended only by a written instrument signed by the duly authorized representatives of both Parties.
8. **PARTIAL INVALIDITY**: If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in force without being impaired or invalidated in any way.
9. **GOVERNING LAW**: This MOU will in all respects be governed by and construed in accordance with the laws 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.
10. **Jurisdiction**: The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Jabalpur, Madhya Pradesh.

IN WITNESS WHEREOF <Training Partner Name> . and <Training Centre Name > 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.

This MOU can be extended to cover training under other projects by several annexure by mutual consent of both the parties.

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

WITNESSES:-

01. _____

FOR M/s. **Training Partner Name**

Signature : _____

Name : Mr.

Designation : Director

02. _____

FOR M/s. <Training Centre Name >

Signature :

Name : _____
Mr.

Designation :

Annexure

- CODE OF ETHICS
- PROCESS MANUAL FORM PMKVY
- PMKVY GUIDELINE.