

PARTNERSHIP AGREEMENT(MOU)

This Agreement is made and entered into at DELHI on this.....th Day of,
Two Thousand and Eighteen

BY AND BETWEEN

AICE COMPUTER EDUCATION, having its registered Office At **C-120/6 GALI NO 3 BHAJANPURA
DELHI 110053**, represented by

Mr. Mukhtiar Singh, Director, hereinafter referred to as '**AICE COMPUTER EDUCATION**', (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its Successors-in-Office, Administrators, Executors, Legal Representatives and Permitted Assigns) as the Party of the **First Party**.

AND

....., A/ANhaving its registered office :.....

.....State-.... ,Pin No-.....

hereinafter referred to as '**PARTNER**', (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its Successors-in-Office, Administrators, Executors, Legal Representatives and Permitted Assigns) as the Party of the **Second Party**.

WHEREAS THIS AGREEMENT is executed on thisThe Day of....., **Two Thousand and Eighteen** and continues till ...Th Day of, **Two Thousand and Nineteen and/or till successful completion of the ongoing programme**. But it may come to an end either by efflux of time or in the event of breach of any of Terms and Conditions of this Agreement by either party.

AND WHEREAS

- A. AICE COMPUTER EDUCATION** is now providing training under **Pradhan Mantri Kaushal Vikas Yojana (PMKVY)** on various skill development programmes as per the specific guidelines framed by the respective Sector Skill Councils (SSC) and/or respective Certification Authorities.
- B. AND WHEREAS**,.....have explored the possibility of collaboration in taking the initiative forward in a professional manner towards the long term objective of establishing the training programmes to a desired level.
- C. Further** the Second Party shall not be entitled to create any sub-franchisee/sub-Partner in any manner what so ever regarding the respective programme.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1......(.....) agrees to provide the required infrastructure, machineries, tools and equipment at its premises At.....

....., as a valid and lawful Partner of **AICE COMPUTER EDUCATION**, to conduct the training programmes under PMKVY as per the guideline under NSDC, PMKVY and the respective Sector Skill Councils and as mentioned in Annexure(s).

2. Both the parties agree to take up skill development training programme with the following roles and responsibilities:

2.1.TheFirst Party shall

- a. Adopt the programmes included NSDC-PMKVY, executed by the Second Party as programmes of **AICE COMPUTER EDUCATION** for certification from the respective SSCsand/or the Authorities concerned.
- b. Handhold the Trainers of the Second Party by organizing 'Training of Trainers' programme in association with the SSCs and/or the Authorities concerned, to update the skills of Trainers from time to time in terms of training delivery. However, the cost of the 'Training of Trainers' programme will be borne by the Second Party as prescribed by the SSCs and/or the Authorities concerned.
- c. Arrange for validation of the centre(s) following the norms of NSDC, PMKVY and/or the respective SSCsand/or respective Certification Authorities, subject to the payment of centre validation/inspection fees including Govt. all Fees, as prescribed by the SSCs and/or the Authorities concerned, borne by the Second Party.
- d. Make reasonable efforts to organize job fair/ on-campus/ off-campus interviews for placement of the successfully passed out trainees.
- e. Submit to specific SSCs and/or the Authorities concerned and also to the Funding Authorities, all details regarding number of trainees who have completed/ undergoing the training programme for appearance at the assessment tests for each batch being conducted by the respective SSCs and/or the Authorities concerned.
- f. Be responsible for licensing with NSDC, Central/State Governments/Local Government Bodies and the respective SSCsand/or the Authorities concerned for smooth functioning of the Training Programme.
- g. Assist in completing all documentation for Center and Candidates in order to facilitate Transfer of Benefits from Funding Authority.
- h. Arrange for examination and assist in complying with all requirements as specified by the NSDC, PMKVY, Central/State Governments/Local Government Bodies and the respective SSCsand/or the Authorities concerned.
- i. Provide Course Content, Study Materials, Training Guidelines, Branding Content, Assessment Guidelines and Certification Guidelines to the Second Party to facilitate certification of candidates post achieving desired results in external assessment conducted by the respective SSCsand/or the Authorities concerned. However, the cost of Branding Content shall be borne by the Second Party.
- j. Assist in facilitating direct transfer of agreed Training Cost per candidate for total number of certified candidates of any particular batch undergoing the aforesaid Training Programmes post receiving funds/payments from Funding Authorities.
- k. Assist in facilitating certification to the candidates from NSDC and/or PMKVY and/or the respective SSCs and/or respective Certification Authorities.
- l. Maintain an Ethical code of conduct in shouldering all responsibilities being entrusted onto the Training Center and in all activities that are facilitated to cater to the said responsibilities. Shall maintain due transparency in all activities and processes undertaken and shall remain truthful and honest by the best of measures.

2.2. The second party shall

- a. Support with the training premise, machineries, tools and equipment in the training as suggested by the respective SSCs and/or the Authorities concerned and as mentioned in the Term Sheets.
- b. Mobilize the trainees from local areas for various skill development training programmes following the marketing guidelines provided by the authorities concerned and/or the First Party.
- c. Arrange for the theory and practical training and internship/OJT for the students with the help of the First Party after successful completion of the Theoretical training programme.
- d. Arrange for the placement of the successful trainees as per the norms mentioned by the Funding Authorities and/or the Authorities concerned.
- e. Provide Study Material to the trainees as prescribed/Provided by the First Party/concerned Authorities
- f. Put up Sign Board and Indoor Posters and advertise outside of the centers to establish brand identity of **AICE COMPUTER EDUCATION** and the Funding Authority and also arrange in-house promotional material and digital promotions as per the norms of the authorities concerned and as guided by the First Party.
- g. Arrange for Trainers as per the norms mentioned by the respective SSCs and/or the authorities concerned. But, these Trainers have to be finally selected by the First Party and have to attend the training of the trainers programme as scheduled by the respective SSCs and/or the respective Affiliation Authorities and/or the First Party.
- h. Arrange for AADHAAR enable Bio-metric Attendance system for the attendance of trainees and Faculties.
- i. Submit details of course covered to **AICE COMPUTER EDUCATION** at regular intervals along with the regular attendance of trainees and review of absenteeism as per the session plan done by the First Party. The trainees attending the training shall sign the attendance sheet at the end of every session

- j. Provide due access to the equipment, learning tools and infrastructure required for the training. The Second Party shall extend all co-operations to the officials / authorized persons of the First Party for inspection / feedback / review etc.
- k. Conduct internal assessments regularly to ensure optimum empowerment of candidates and proper skilling/up-skilling/re-Skilling as desired by the authorities concerned.
- l. Maintain all documents being collected from the candidates and pertaining to running the course at the center and preserve them for a period of at least one year from date of commencement of the programme and shall produce them to the authorities as and when asked for.

3. Programmes to be delivered

It is hereby agreed mutually by both sides that initially only those programmes will be rolled out which are mentioned in the Term Sheets signed and attached and with this agreement.

Training Centre's Infrastructural Assets will be invested by the Second party as per budget Estimate Mentioned through Annexure-2.

However, the programmes are subject to modifications/ additions/ alteration/ deletions etc. depending upon market requirements and guidelines from the Govt. authorities concerned.

4. Financial charge for Second Party :

All Govt. Fees to be paid by respective centre/Partner as prescribed by NSDC/PMKVY in advance During Agreement sign. Partnership Agreement and Monetary Fees Non Refundable Rs 20000/- (Twenty Thousand) to following Bank by DD/Cheque/NEFT

**AICE COMPUTER EDUCATION
BANK – Central Bank Of India
ACCOUNT NO-3534805655
IFSC CODE – CBIN0284970
BRANCH -BHAJANPURA DELHI**

5. Revenue Sharing Models for only Training purpose

Revenue Sharing: (Free Model) 30 % : 70 % payment will be Distributed Among First party and Partner excluded placement 20 % amount. Training center Establishment, Training related all payment, Lease Rent ,Center Run/Mobilization and Faculty will be maintain by second party.

The Second Party shall be entitled to get the revenue share per candidate from First Party after admission of the student as per Govt. norms when the First party receives the amount from the Govt. 30 % payment will paid During or after class /project start and 70 % after examination and certification by the respective Certification Authority(s) followed by disbursement from the Funding Authority(s).

(Paid Model): 30 % : 70 % payment will be Distributed Among First party and Partner including fooding and lodging and excluded placement 20 % amount and Assessment Fees. Placement amount will received from student before Appoint Letter/Offer Letter issue to the candidate. The amount will be paid to the party who will arranged the placement.

Fees Break up

6. Fees Breakup (Excluded 20 % placement amount):

a. General Duty Assistant : Rs. 21000/- b. Front Line Health Worker: Rs. 21000/-, c. OT Assistant : Rs. 21000/- d. Housekeeper cum cook Rs. 15000/- e. Front Office Associate Rs. 15000/-, f. Other all course Rs. 40/- per Hour. g. Mess or Lodging Fees : 1000/- Per Month. h. Fooding : Rs.3500/- per Month. i. Form and Study materials :Rs. 200/-

After receipt of payment @30% from PMKVY (i.e. 1st installment). We have transfer the payment @50% against received amount into account of TC. We have also holding the amount (i.e. 1st batch installment only) and the same shall be released after clearance of our account.

7. OTHER TERMS AND CONDITIONS:

- In case a Party is of the opinion that a substantial dispute has arisen under the Agreement, the either Party shall notify the other Party of the detailed nature of the dispute, the right or obligation under this Agreement to which the dispute relates, and the relief sought by the Party raising the dispute. In case, the Parties are unable to resolve such dispute, the dispute shall be referred for arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Arbitration proceedings will be held at DELHI High court , India.
- The Parties shall maintain confidentiality of the information delivered by the other Party in course of implementation of the Project save and except as required to be disclosed under law or by order of any regulatory authority or court and to the extent required for implementation of the project.
- The first party will not liable if the training centre's affiliation cancel for any cause. In that case the second party cannot take any action against first party for compensation or other any lawful action.

8. EXIT CLAUSE: Both Parts may terminate this contract after giving **one month's** prior notice in writing to the Other Part. First Party may also terminate the contract if the Second Party is found to be causing loss of credibility, or commercial interest or in case the Institute has become a loss making venture due to any reason or violating any terms and conditions mentioned above under Roles and Responsibilities that may lead to direct or indirect damage to the First Party in terms of financial loss, loss of credibility or commercial interest. Misappropriation of Funds entitled to Students under Direct Benefit Transfer, Propagation of Misinformation, unauthorized use of Brand name, Logo, Names of Partnering Agencies, unethical code of conduct, violation of any laws of the land shall lead to not only immediate termination of this Agreement but also draw due legal proceedings and penalties upon the defaulting party. However, Existing/ Running/ Uploaded batches should be completed and full service should be provided by both the Parties to the candidates as per the terms of the agreement at any point of time whether the agreement is continuing or not.

9. CENTRE ACCREDITATION : Centre Accreditation is a process that helps in effective Management and delivery of the competency-based training aimed at overall development of the trainees. The Centre Accreditation ensures that the Training Centre (TC) has met prescribed qualitative standards, which have been pre-set by the respective SSCs. It involves a combined mechanism of self-evaluation by the TCs and an external evaluation by a Third party Inspection Agency to determine if the prescribed qualitative standards are met by the TC. If the training centre is found incorrect according to Guideline of Govt. declaration in such cases, The training centre will not be recommended for Accreditation. In such case there have no liability of TP (First Party).

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and year first hereinabove written.

AICE COMPUTER EDUCATION
(First Party)

.....

(Second Party)

By its Authorized Signatory

Byits Authorized Signatory

MUKHTIAR SINGH
(DIRECTOR)

.....
(.....)

Date:.....,....., 2018

Date:.....,....., 2018

In Presence of the following Witnesses

- 1.**
- 2**