



Certificate No. F0E2022B81

Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 86963291



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Gramin shiksha Private limited

H.No/Floor : 194

Sector/Ward : 11

LandMark : Surya enclave bighar road

City/Village : Fatehabad

District : Fatehabad

State : Haryana

Phone: 81*****75

Others : Gramin shiksha private limited


Buyer / Second Party Detail

Name : Paramshiva skill Development institute

H.No/Floor : 1

Sector/Ward : 1

LandMark : Near pnb bank

City/Village: Verai chakla

District : Patan

State : Gujarat

Phone : 77*****43

Others : Paramshiva skill development institute

Purpose : For the Services Agreement between Gramin Shiksha Private limited and Paramshiva Skill Development Institute

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

Training Center Service Agreement

This Training Center Service Agreement is entered into this on 5th day of FEBRUARY, 2022 at Fatehabad (Haryana) between:

Gramin Shiksha Private Limited, a company incorporated under the Companies Act, 1956 having its Registered office at 194, Surya Enclave, Bighar Road Fatehabad (Haryana)-125050 its Authorised Signatory (hereinafter called the "First Party/GSPL") (Which expression shall mean and include its Successors-in interest, legal representatives, administrators, executors and permitted assign) of the FIRST PARTY

AND

PARAMSHIVA SKILL DEVELOPMENT INSTITUTE ", AT - S/4, MEGH PLAZA VERA CHAKLA, NEAR PNB BANK, PATAN (N.G), GUJARAT 384265 (Hereinafter referred to as the, "**Training Center for Running Skill and Vocational Training Course at their premises**") which expression shall, unless it be repugnant to the context or the meaning therefore, be deemed to mean and include its Successor sin interest, legal representatives, administrators, executors and permitted assigns) of the SECOND PARTY (GSPL and Training Center shall collectively be referred as "parties" and individually as "party" wherever context permits)

Whereas **Gramin Shiksha Private Limited** is approved training partner of **National Skill Development Corporation (NSDC)** and also empanelled with various State Skill Mission (Uttarakhand Skill Development Mission , Uttar Pradesh Skill Development Mission, Delhi Skill Mission Society, Haryana Skill Development Mission, Odisha Skill Development Authority, Rajasthan Skill Livelihood Development Corporation and various Sector skill Councils (like **Electronics Sector skill Council-ESSC, It-ITeS Sector Skill Council, Management, Entrepreneurial Professional and Security council-MEPSC, Logistics Sector Skill Council, Beauty & Wellness Sector Skill Council, Apparel Made-Ups Home Furnishing Sector Skill Council, HealthCare Sector Skill Council, Domestic Sector Skill Council**) and under its empanelment , Gramin Shiksha is working in Pan India to promote Vocational and Skill Courses in Market Led Programme and certify candidates trained by training centres through self-assessment, Sector Skill Council Assessment, Third Party Assessment in the Job roles specified under the Sector skill councils in an online/offline mode,

Whereas:

PARAMSHIVA SKILL DEVELOPMENT INSTITUTE, has been worked as a **Training Center** of Gramin Shiksha Private Limited in Market Led Programme for Vocational and Skill Development Courses.

Now the Service Agreement witnesses that:

1. TERMS AND CONDITIONS

This **Training Center Service Agreement** shall come into force on the Effective Date i.e., **5th FEBRUARY** and shall remain in force upto 31st March, 2023 unless terminated earlier. This **Training Center Service Agreement** shall be terminated by Training Partner upon giving written notice to the Training Center whenever training center breach the term and conditions of Training Partner and the notice shall be delivered by hand or email or registered post to the address listed above.

2. RESPONSIBILITIES OF GSPL

- a. To must ensure whether the Training center has prescribed classroom, laboratory, reception room, washroom, fire extinguisher, first aid kit and all other necessary equipment for running the Vocational Training Courses as per the prescribed guidelines of Skill India Eco-System.
- b. To ensure that all the advertisements made by the Training Center on any platform of the media to promote skill and vocational courses are as per the marketing guidelines issued by NSDC or not. To ensure that the training is being

imparted to the trainees on the basis of the curriculum of the job role for which the training center has been approved or not

- c. Training of Staff of Training Center regarding online registration of their trainees on Gramin Skill Online Registration Portal.
- d. Plan Assessment of trainee after course completion of trainees on Training Center.
- e. Provide Placement assistance to trainee of Center.

3. RESPONSIBILITIES OF Training Center

Training Center shall be responsible for:

- To ensure that the Training Center will use the logo of its training partner, National Skill Development Corporation and Skill India to promote only approved skill and vocational courses and not any other course.
- Ensuring that skill development vocational courses are promoted through any media as per the marketing guidelines issued by the training partner, National Skill Development Corporation and Skill India.
- Ensuring that the required infrastructure such as classroom, laboratory, reception and other necessary formalities for conducting Skill Development courses at the time of this Agreement should be maintained during the period of this agreement, if any discrepancies are found during this period the Training Center himself will be responsible for this.
- To ensure that no false and malicious information is given to the trainee coming to the center of Training Center with respect to Training Partner, National Skill Development Corporation and Skill India.
- The Training Center shall charge fee from the trainee as per the appendix shared with this MoU by the Training Partner. And also, the share of the Training Partner will share accordingly.
- Ensuring that all photos and videos during training are shared with training partners on regular basis.
- Ensuring that during the assessment process all the documents relating to the assessment are verified, video recordings of the assessment and all data relating thereto are shared with the training partner in both soft and hard copies
- To ensure that the certificates received by the Training Center from the training partner are distributed to all the trainees who have undergone the training at the center of the Training Center.

4. Training Center Association Fee:

The Training - Center have to pay the following fee to get approval in two stages –

Stage 1	Registration Fee	3000 ₹
Stage 2	Association Fee	12000 ₹

Terms and Conditions

- Association Fee must be deposited by Training center before signing of this Agreement.
- A condition regarding this association fee is that each training center has to enrol 20 trainees in its training center in a financial year. If one fails to do so then Training Center have to pay Rs 3000 per financial year as renewal fee.
- No renewal fee has been charged from the training center which admits 20 trainees in a financial year.
- The Association fee of Training Center i.e., 15000 Rs. is non-refundable in any case.
- Prices are inclusive of all taxes as applicable.

5. Bank Details:

Account Name: Gramin Shiksha Pvt.Ltd.
Bank Name : ICICI Bank
A/c No. : 093205004468
A/C Type: Current
Branch : Fatehabad, Haryana
IFS Code: ICIC0000932

6. PROCESS OF INVOICING AND PAYMENT

- a. The training center will first enrol its trainees on the Skill India portal and complete their training. The Training Center, after charging the fee from the trainee, will also pay a part of the fee as assessment fee/Revenue Sharing Fee to the training partner for trainee final Assessment.
- b. This assessment fee/revenue sharing fee will be deposited to the training partner 20 days before the last assessment day. If any fails to deposit the same then in that case assessment will be cancelled by the training partner.
- c. The assessment fee/revenue sharing fee mentioned above subject to TDS as applicable.

7. Representations and Warranties General.

Each Party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound.

8. Compliance with the Laws.

Each Party represents and warrants that no consent, approval or authorization of or designation, declaration or filing with any governmental authority is required in connection with the valid execution, delivery, and performance of this Agreement. Each Party shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to it and this Agreement, including copyright, privacy and communications decency laws.

9. Non-disclosure

During this the term of this Agreement and for a period of 1 years thereafter, each Party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information, but in no event using less than reasonable care, and to use such Confidential Information only as permitted under this Agreement; Each Party agrees to only disclose the other Party's Confidential Information to its employees: (a) with a need to know to further permitted uses of such information; and (b) who are informed of the nondisclosure/non-use obligations imposed by this ,Both parties shall take steps each determines appropriate to implement and enforce such nondisclosure/non-use obligations.

10. Terms of Agreement Confidential.

Each of the Parties agrees not to disclose to any third party the terms of this Agreement, including pricing, without the prior written consent of the other Party hereto, except to advisors, investors and others on a need to-know basis under circumstances that reasonably ensure the confidentiality thereof, or to the extent required by law.

11. Injunctive Relief.

In the event of an actual or threatened breach of the above confidentiality provisions, the non-breaching Party will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

12. “GSPL’s Code of Conduct” for Training Center (“COC”)

This COC outlines the fundamentals values and integrity levels of business conduct that GSPL expects its Training Center to uphold in all business relationships. All Training Center must comply fully with this COC while having, business relationship with GSPL. The purpose of COC is to define the standards of business conduct and business practice. If applicable laws and regulations are more permissive than the code, the code will apply. If applicable laws and regulations are more restrictive, legal regulations need to be complied with fully at all times.

- a. The Training Center Must Conduct all its dealings in a very ethical manner and with the highest businesses standards as per the COC and shall ensure that the COC and other relevant policies, guidelines and other information is provided to their employees who work with and on behalf of GSPL.
- b. The Training Center must provide all possible assistance to GSPL in order to investigate any possible instances of unethical behaviour or business conduct violations by an employee of the Training Center or GSPL’s own employee. GSPL as well as the Training Center will disclose forthwith any breach of these provision that comes to their knowledge to allow for timely action in their prevention and detection.
- c. The Training Center must adopt appropriate processes to prevent offering any illegal gratification in the form of bribes or kickbacks either in cash or kind or undue favour in the course of all dealing with GSPL. Any instances of such violations will be viewed in a serious manner and GSPL reserves the right to take all appropriate actions or remedies as may be required under the circumstances.
- d. The Training Center must at all times act fairly, honestly and in good faith;
b) act in accordance with the agreement, including making no use of GSPL’s intellectual property rights for their own purpose; c) take personal responsibility for ensuring adherence to the COC; d) adopt fair employment practice and provide safe workplace to their employees working for GSPL; e) shall not act in way that may bring GSPL into disrepute; f) shall not misuse their position as a Training Center for personal gain or to promote their private or

business interest; and f) shall not misuse the data/ information acquired during their association with GSPL.

- e. The Training Center must comply with all applicable laws relating to gifts, bribery, corruption, and other improper payments. They must not, directly or indirectly offer bribes, commission or other similar improper payments or anything of value to anyone, including officials of governments or its agency, GSPL, other Company public organization, or to any other third party, for the purpose of wrongfully obtaining or retaining GSPL's Business. They shall not influence or attempt to influence Training Center selection process through or friends.
- f. The Training Center must fully comply with all applicable competition and unfair trade practice laws and regulations. They shall not unreasonably completion and free trade by proposing or entering into any agreements or understandings expressed or implied, formal or informal, written or oral of forming cartels.
- g. The Training Center must ensure that all statements, communications, and representations made to GSPL are accurate, complete and truthful and made by authorized officials of Training Center. GSPL should not, directly or indirectly by implicated or involved in disputes between Training Center and other parties. They shall not defame or disparage GSPL its other Training Center, affiliates, associates, competitors or clients
- h. The Training Center should strive to avoid situations where a conflict to interest might occur or appear to occur. In the event a relative whether close or distant in an employee, executive or director of GSPL and is in a position to influence business decision relation to the Training Center. The Training Center must disclose this information to GSPL. Further, the Training Center shall not make any claims, representations or warranties on behalf of GSPL to any third party. The Training Center shall have no right or power or authority to bind or create any obligation, express or implied on behalf of GSPL unless specifically authorized to do so in writing by GSPL.

13. GENERAL TERMS

- The Training Center shall not approach landlord/vendor whose premises/infrastructure has been hired by GSPL.
- Neither party shall be responsible in any manner for negligence, fault, and statutory noncompliance of the other party.

- This Service Agreement supersedes all prior discussion and constitutes the entire understanding between the parties with respect to the subject matter hereof.
- It is expressly declared that this Service Agreement and the relationships between the parties established hereby does not constitute a partnership, joint venture, agency, or contract of employment between them.
- This Service Agreement shall be governed by and interpreted in accordance with the laws of India and both parties' consent to the jurisdiction of Courts at FATEHABAD (HARYANA).
 - Any modification, amendment, deletion, review or revision of any terms & conditions of the Service Agreement must be in writing signed by a duly authorized representative of the Parties.
- In Respect of any disputes arising between the parties concerning any term of this
- Service Agreement, GSPL and Training Center agree to settle the same by mutual negotiation. However, if the parties fail to do so, the dispute(s) shall be referred to Arbitration. The Arbitration proceeding shall take place at FATEHABAD (HARYANA), India, in accordance with the Arbitration and Conciliation Act, 1996, including any statutory modification or re-enactment thereof.
- The Parties agree and under take that during the continuance of this Service Agreement or for a period one year after the determination or termination of the Service Agreement, as the case may be, neither Party shall offer employment to the employees of the other Party and directly or indirectly engage, hire, employ or use the services of employees of other party.

IN WITNESS Whereof this MoU was duly signed for and on behalf of the parties on the day, month and year first above written.

Signature below by your authorized representative is your consent to the terms and conditions of this agreement

PARAMSHIVA SKILL DEVELOPMENT INSTITUTE	Gramin Shiksha Pvt Ltd
Sign & Stamp:	Sign & Stamp:
Name: MANOJ R GOSWAMI	Name: Rinku Manchanda S/o Sh. Hari Chand Manchanda
Designation : SPOC	Designation: Director
Place: PATAN	Place: Fatehabad
Date: 5 FEB 2022	Date: 5 FEB 2022