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Deponent

Name : Rinku Manchanda

H.No/Floor : 194

Sector/Ward : 11

Landmark : Bighar road

City/Village : Fatehabad

District : Fatehabad

State : Haryana

Phone : 99*****14

Others : Electronics sector skill council of India



Purpose : Training Partner MoU with Electronics Sector Skill Council of India to be submitted at Gramin shiksha private limited

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Memorandum of Understanding

This Memorandum of Understanding (MOU) made on the 02-09-2021 at New Delhi between:

Electronics Sector Skills Council of India (ESSCI), a not-for-profit Company incorporated under Section 25 of the Companies Act 1956 having its registered office at 602-608, 6th Floor, Ansal Chambers-II, Bhikaji Cama Place, New Delhi-110066 and is represented herein this by **Mr. Piyuh Chakraborty**, who is duly authorized to sign this document (herein after referred as "ESSCI" which expression shall unless excluded by or repugnant to the context be deemed to mean and include his successor in office or assigns) of the First Part.

AND

Gramin Shiksha Private Limited, a society/company, registered under the Societies Registration Act/Company Act, having its registered office at #194, Surya Enclave, Bighar Road, Fatehabad-125050 Haryana and it is represented by **Rinku Manchanda, Director**, who is duly authorized to sign this document "hereinafter referred to as "Training Partner", which expression shall, unless it is repugnant to context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns) of the Second Part.

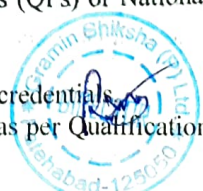
WHEREAS this MOU is to set out the framework for working relationship between ESSCI and **Gramin Shiksha Private Limited** to carry-out training of learners across India as per National Occupational Standards (NOS), specifically for the job role(s) as given in Annexure 1 which is subject to modifications based on assessment by ESSCI of **Gramin Shiksha Private Limited** for conducting the training on additional job roles and which could be listed in addendum(s) for a period of April- March cycle of the Financial Year commencing from (01-04-2021) to (31-03-2022).

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

A. Roles & Responsibilities

Electronics Sector Skills Council of India (ESSCI)

1. ESSCI will verify course alignment as per the applicable Qualification packs (QPs) or National Occupational Standards (NOS).
2. ESSCI will verify the credentials of Trainers.
3. ESSCI will verify Training Partners arrangement for Master Trainer and their credentials.
4. ESSCI will verify the laboratory infrastructure and tools along with capacity as per Qualification packs (QPs) and National Occupational Standards (NOS).



5. ESSCI will verify Training Partner industry connect for placement and will support in industry interaction (if required).
6. ESSCI will develop the assessment framework / tools including questions banks, for competence assessment of trainees, aligned with Qualification packs (QPs) and National Occupational Standards (NOS).
7. ESSCI and **Gramin Shiksha Private Limited** will work in accordance with the latest version of the process manual as defined by ESSCI on project-to-project basis as per PMU requirements.
8. ESSCI will validate the results of the assessment undertaken by assessors and share the results and soft copy of the certificates with **Gramin Shiksha Private Limited** as per PMU requirement.
9. ESSCI will address the grievances of **Gramin Shiksha Private Limited** related to performance, assessment or any other issue.
10. ESSCI will share the PMU guidelines to participate in the scheme.
11. ESSCI will share the Assessment fee details on project-to-project basis.
12. ESSCI is not liable to allocate target to any TP.
13. ESSCI will monitor the Quality & outcome of Training delivery by **Gramin Shiksha Private Limited**.

Gramin Shiksha Private Limited

1. **Gramin Shiksha Private Limited** shall mobilize trainees; register the trainees with a record of their details as per required format of PMU.
2. **Gramin Shiksha Private Limited** shall verify the credentials of candidates. **Gramin Shiksha Private Limited** will be liable for any wrong or misleading information.
3. **Gramin Shiksha Private Limited** will mobilize the candidates with planned utilization to achieve employability requirement as per PMU.
4. **Gramin Shiksha Private Limited** will ensure adequate laboratory infrastructure and tools with clean environment and teaching aids as required for job roles.
5. **Gramin Shiksha Private Limited** will be responsible to align the training delivery as per Qualification Packs (QPs) and National Occupational Standards (NOS).
6. **Gramin Shiksha Private Limited** will give the details of the trainers for roll out of courses.
7. **Gramin Shiksha Private Limited** shall ensure that the start and end date of every batch is entered into the Information system as per PMU requirement before commencement of training.
8. **Gramin Shiksha Private Limited** should pay the assessment fee in advance or as per scheme in the PMU requirements, to ESSCI for planning the required assessment.
9. Training Partner will be held responsible for wrong practices / information and will be liable for automatic de-affiliation
10. During the assessment, **Gramin Shiksha Private Limited** has to ensure that the necessary facilities and adequate laboratory infrastructure and consumables (if any) are made available for assessment.
11. Reassessment of failed and "did not appear" candidates will be considered as the fresh Assessment.
12. It will be the responsibility of **Gramin Shiksha Private Limited** to printout the color certificates on A4 size sheet with 160 to 180 GSM.



13. **Gramin Shiksha Private Limited** needs to ensure that the trainee is meeting the entry level requirements of the project as per PMU.
14. **Gramin Shiksha Private Limited** will inform the Trainees clearly the exact transaction of funds and the training process up to certification & reward if any.
15. **Gramin Shiksha Private Limited** will regularly update the progress report as per required MIS format of ESSCI.
16. **Gramin Shiksha Private Limited** shall support any online audit or regular audit by ESSCI or ESSCI nominated agencies.
17. Whenever **Gramin Shiksha Private Limited** will share any information pertaining to ESSCI to Govt. Body or Industry, it has to be marked or shared with ESSCI.
18. It will be the responsibility of **Gramin Shiksha Private Limited** to promote and conduct only NSQF based Training and SSC certification.
19. **Gramin Shiksha Private Limited** have to follow all the Monitoring Guideline specified by the SSC or Govt.
20. Follow the Course outline supplied by the ESSCI, as may be amended from time to time.
21. Assessment fee for the courses will be charged by ESSCI as per project requirements.
22. A minimum batch size of 25 trainees needs to be ensured by **Gramin Shiksha Private Limited** or as per PMU requirements.
23. **Gramin Shiksha Private Limited** have to upload the candidate data on ESSCI job portal for the placement assistance. After placement, **Gramin Shiksha Private Limited** have to update their placement status on ESSCI job portal.
24. **Gramin Shiksha Private Limited** is liable to pay placement service charge as per the ESSCI job portal norms.

B. Commercial Terms & Conditions

1. **Gramin Shiksha Private Limited** undertakes to pay ESSCI affiliation fees as given below:

Affiliation Related Services	Charges	When Applicable
Application fee	INR 10,000/- *	At the time of affiliation
Affiliation fee	INR 15,000/-*	At the time of affiliation
Course alignment for each Job role fee	INR 5,000/- *	At the time of initial affiliation and during the review of additional courses
Center Audit Fee (Per Center)	INR 10,000/- *	At the time of initial affiliation and during the review of additional center

*This fee is excluding the GST.

1. A renewal Fee is INR 15000/- excluding GST every year. Renewal should be done within 3 months from the expiry date of this agreement. If Training Partner fails to renew the affiliation within 3 months will have to apply for affiliation as a new Training Partner.
2. Training Partner who comes for affiliation in the mid of Financial Year will have to pay for April-March cycle.

C. Governing Law and Dispute Resolution



This Agreement shall be governed by and constructed in accordance with the laws of India

- i. The Parties shall attempt to amicably settle all disputes arising out of this Agreement and the obligations here under ("Dispute"). Either Party may give written notice of a dispute to the other Party within (10) days of the occurrence of the event which gives rise to such dispute or the date such event comes to the notice of the applicable party. Any dispute between ESSCI and the Training Partner in connection with this Agreement shall be referred to the designated officials of ESSCI and the Training Partner for mutual discussions and negotiations.
- ii. If no settlement can be reached through mutual discussions and negotiations within [15 days] of either ESSCI or the Training Partner delivering a notice of the dispute to the other Party, then such matter shall be finally settled by arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any other statutory amendments or modifications thereof ("Arbitration Act"). If both the parties cannot agree on a common arbitrator within 30 (Thirty) days of receiving the notice for arbitration by either party from the other party, then either party can approach the Court, by way of filing a petition under section 11 of the Arbitration and Conciliation Act, 1996 and seek appointment of a neutral person to preside over as the Arbitrator. With respect to such arbitration, the following provisions shall apply:
 - a. The arbitration proceedings shall be conducted in English;
 - b. The place of arbitration shall be [Delhi];
 - c. In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at [Delhi] shall have exclusive jurisdiction;
 - d. The costs of arbitration shall be borne as determined in the arbitration award; and
 - e. The decision of the arbitrator(s) shall be final and binding on the Parties.

D. Indemnity Clause

Training Partner hereby agrees jointly and severally to indemnify their representatives and administrators on account of any losses arising due to fault of TP.

Similarly, ESSCI shall be liable to indemnify/Compensate the training Centre on account of any losses arising due to fault of ESSCI.

E. Liabilities

The ESSCI shall not, however be liable for:

- a) Any claim of payment made by employee of the Training Partner.
- b) Discharging any financial commitment made by Training Partner.
- c) Any suit on account of demands for infringement of copyright and other laws by the training partner which have no nexus with the object of the MOU being entered in to.

The Training partner shall ensure that all its software is legal. ESSCI shall not be responsible in any way for any liabilities arising out of pirated software.

All the above terms & conditions have been read understood & shall abide by the same. In case of violation of any term or if the quality of the training is not satisfactory, the affiliation will be cancelled by Electronics Sector Skills council of India.

In case of any dispute, the decision taken by ESSCI shall be final & acceptable to us.

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective hands the day and year first herein above written.



IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date of first written above.

Electronics Sector Skills Council of India

Gramin Shiksha Private Limited

Signature _____

Name: Piyush Chakraborty
Title: Officiating Head, ESSCI
Date:

Witness:

Name: Pratiksha Bhardwaj
Address: 602-608, 6th Floor,
Ansal Chambers-II, Bhikaji Cama Place
New Delhi-110066

Signature:

Signature _____

Name: Rinku Manchanda
Title: Director
Date: 02-09-2021

Witness:

Name: Vijay
Address: Fatehabad-125050 Haryana

Signature: 

Annexure 1

List of job roles and Training centres for conducting training in centers located all India by **Gramin Shiksha Private Limited** as agreed on 02-09-2021

- Job Role ELE/Q4601, ELE/Q3102
- Training center details

TC Name	TC Address	Job Roles affiliated with TC
Aryan Skill Development Center	Gali No 1, Rishi Nagar, Opposite Bus Stand, Hisar-125001	1. Field Technician Computing and Peripherals 2. Field Technician - Air Conditioner

