

Memorandum of Understanding (MoU)

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on this
day of ,2016 at Gandhinagar, Gujarat

BETWEEN

Gujarat Knowledge Society (GKS) having its registered office at
Commissionerate of Technical Education, Block No.2, 6th Floor, Karmayogi
Bhavan, Sector -10A, Gandhinagar-382010, here after referred to as "**Gujarat
Knowledge Society**" as First part.

AND

..... having its Corporate office at
..... Gujarat,
INDIA (hereinafter referred to as “**Training Partner**” as Second Part.

Whereas Gujarat Knowledge Society as per the Government of Gujarat is desirous of providing training as per the courseware and examination system setup by Content Development Partners and Assessment and Certification Partner appointed by **Gujarat Knowledge Society**, to the youth of Gujarat and is looking for Training Partners.

Whereas is a Non Profit company registered in Ahmedabad under Sub Section (2) of Section 7 of Companies Act, 2013 and rule 8 of Companies (Incorporation) Rules 2014.
..... is an authorized training partner of activities in Gujarat.
..... intends to provide vocational training in IT by setting up , ICT and Electronics , Solar and other technology oriented Skill Academies in Gujarat in collaboration with **Gujarat Knowledge Society** using prior approved contents. Content, course fees and course duration proposed by and approved by **Gujarat Knowledge Society**.

The terms and conditions of this Indenture between **Gujarat Knowledge Society** and shall be as under:

- 1) The activities/initiatives/training programmes /Courses under the monitoring of Gujarat Knowledge Society may include; Skill based IT

training programmes, Electronics and Communications , training on other technology and engineering Domains, trainings for various competitive exams, soft skill based training programmes or other as and when planned by the society. The List of the training programmes are specified in Annexure 1. Gujarat Knowledge may amend the Programms/courses from time to time in consultation with

- 2) A prior approval will be desirable from the Chief Executive Officer of the Gujarat Knowledge Society for implementation of any initiatives or for arranging any training programmes, workshops, meetings etc for Skill Development purpose/s.

- 3) All the activities and initiatives or training programmes etc delivered by the Society shall be Student-centric.

- 4) All the activities and initiatives or training programmes will be conducted in the 16 Government Engineering Colleges, 30 Government Polytechnics, 25 Government Technical High Schools. And if felt necessary, may be run in other Government / Grant-in-Aid / other Institutions as and when decided by the Chief Executive Officer of the Society.

- 5) The practices being held by the Partners should be regularly be monitored by the Society and suggestions/changes will be made as and when required with due permission of the Chief Executive Officer, Gujarat Knowledge Society.

- 6) The Memorandum of Understanding (MoU) between the Gujarat Knowledge Society and the Partner will be valid for 2 years effective from to
- 7) The activities or training rendered by the Partner will be reviewed by the Office of Gujarat Knowledge Society after the completion of a year and after having found the satisfactory work; the Memorandum of Understanding (MoU) will be continued for the subsequent years without payable of any additional partnership fee.
- 8) After completion of the MOU tenure, the activities or training rendered by the Partner will be evaluated by the third party decided by the Gujarat Knowledge Society and after getting the satisfactory reports from the party, the MoU will be renewed.
- 9) Gujarat Knowledge Society will collect the onetime non-refundable fees of Rs.20,000/- (Rupees Twenty Thousand only) per center as Center Fee and Rs.5,00,000/- (Rupees Five Lakh only) as non-refundable Partnership Fee from the partner assigning MoU with the GKS.
- 10) GKS will facilitate the partners with infrastructural facilities, computer laboratory, library, classrooms etc. if required.
- 11) GKS may keep a sharing ratio of 70:30 (70% for Training Partner and 30% for Gujarat Knowledge Society) with Training Partner in the collection of fees from the students. Such ratio may be decided by the CEO, GKS; in the case of setting up library, publicity & marketing, hardware or software facilities etc.

In the case of Training Partner Conducting free Training Programs for students (where students need not pay any tuition fees and might only pay for the assessment and certification fees to be payable to certification agencies. These kind of programs might be sponsored by other Government /Private Agencies or Departments) Gujarat Knowledge Society will not keep any sharing ratio with the Training Partner, the MoU with the partner will only be signed for providing faculties and coordination.

As and when required, the Gujarat Knowledge Society may run its centre on Public Private Partnership (PPP) mode with Training Partner for executing specific skill development projects with mutually agreeable terms.

12) The collected tuition fees from students will be credited to the Gujarat Knowledge Society bank account first and then will be submitted to the partner in the case of sharing ratio decision after the commencement of Training. Training Partner will submit the details of the students enrolled and fees collected to Gujarat Knowledge Society in the prescribed format sopecified by Gujarat Knowledge Society for release of its share of tuition fees. Gujarat Knowledge Society will release the Training Partner's share of the tuition fee within 15 days from th date of receiving the data from the Training Partner.

13)The fixation and collection of fees amount will strictly be the purview of the GKS. The CEO, GKS will be the final authority.

14) No training fees or other fees either in cash/cheque from any candidate shall be collected by any college or training partner or its representative or its authorized center.

- 15)**The batch size for any programme or courses or training will be set to 40 to 50 students among which minimum 25 students from the college and 25 outsiders may be enrolled. In the case of non enrollment of the college students, the remaining seats may be enrolled by the outsiders.
- 16)**A third party/agency may be appointed by the Gujarat Knowledge Society for the evaluation of the practices of the partners at each centre of the Society.The Evaluation Partner will be appointed through the office process. The decision of the Chief Executive Officer, Gujarat Knowledge Society will be the final one in such regard.
- 17)** The uniform publicity material shall be designed only by the GKS and training partner will have to use the same layout without any changes.
- 18)**The content for holding trainings/workshops/courses etc will be put up by the Training partner to the CEO, GKS and the CEO, GKS will finalize the same. No change after such finalization will be allowed without due approval of the CEO, GKS.
- 19)**The assessment and certification will be done by the third party agency appointed by GKS only.
- 20)**The Partner will have to keep track record of the students starting from their registration to the employment. The Partners will have to provide any data in a hard or a soft copy as and when asked by the GKS Office. The devastate of the data whether a hard copy or the soft copy, without in due knowledge of the GKS will be punishable.
- 21)**The partner will be responsible for the employable outcomes.

- 22)** A College Nodal Officer may be nominated in the each Government / Grant-in-Aid / other Technical Institutes (All GECs, Polytechnics, Tech.High Schools etc.) to coordinate with the GKS Office for all its college level activities/functions. The Nodal Officer may be named as GKS-CNO. The Circular shall be made by the Society informing the Principals of the Government Technical Institutes (All GECs, Polytechnics, Tech.High Schools etc.) to nominate a College Nodal Officer from their respective colleges.
- 23)** A Training Partner must coordinate with the GKS Office only, rather than the College authorities or the GKS-CNO.
- 24)** A penalty will be charged from the partner for any damage to the property/ies of the GKS Centre. The amount of penalty as decided by the Principal of the college will be the final one.
- 25)** Violation of any of the Terms & Conditions of the MoU shall be in any case liable for strict actions by the Gujarat Knowledge Society.
- 26)** The agreement shall also be terminated in case the training partner:
- a) Is declared insolvent or turns bankrupt in the eyes of law
 - b) Is criminally convicted or indulges in any criminal activity
 - c) In case of death of proprietor if the said firm is proprietary in nature
 - d) In case Gujarat Knowledge Society finds the training partner incapable of fulfilling its roles & responsibilities.
- 27)** This agreement will be non transferable in any case.
- 28)** The mistreatment or misuse of the GKS logo, title or any of the GKS properties or anything will be punishable and Partner may be penalized for it as deemed by the CEO of Gujarat Knowledge Society.
- 29)** The training partner and or its authorized representative shall abide by all conditions described above & those which may be added from time to

time. In case of any dispute, the decision of the CEO, GKS shall be final and binding on all parties. The CEO, GKS at his discretion may either waive/modify/alter or add any conditions laid above without assigning any reason whatsoever. His decision shall be abided by the training partner or his authorized representative/center without any reason.

30) Any provision of this Agreement, which is prohibited or unenforceable, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions and without affecting the validity or enforceability of such provisions in any other jurisdiction.

31) That in respect of any and all disputes in relation to, concerning or otherwise arising out of this agreement, the parties hereto shall promptly in good faith, negotiate with a view to reach at an amicable resolution and settlement, however, if no settlement, is reached within a period of 30 days from the date of disputes, such disputes arising out of or in connection with this Memorandum of Understanding shall be adjudicated in accordance with of the Arbitration and Conciliation Act, 1996 and rules made there under . The venue of such arbitration shall be Ahmedabad without prejudice to the above, it is clarified that the courts of Gujarat alone shall have the jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Memorandum of Understanding and the same is being entered upon at Ahmedabad.

32) Force Majeure

- a. Notwithstanding anything contained elsewhere in the contract, the Training Partner / Authorised Representative of Training Partner shall not be liable for any damages whatsoever or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

- b. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Training Partner / Authorised Representative of Training Partner and not involving the fault or negligence of Training Partner / Authorised Representative of Training Partner and events that are not foreseeable. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes
- c. If a Force Majeure situation arises, Training Partner/ Authorised Representative of Training Partner shall promptly notify the Gujarat Knowledge Society in writing of such conditions and the cause thereof. Unless otherwise directed by the Gujarat Knowledge Society in writing, Authorised Representative of Training Partner. shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Gujarat Knowledge Society may terminate this contract, by giving a written notice of a minimum 30 days to Authorised Representative of Training Partner if as a result of Force Majeure, the Authorised Representative of Training Partner is unable to perform a material portion of the services for a period of more than 60 days.

Date:

Place:

For **GKS**
(Authorized Signatory)

Name:
Designation:
Stamp:

For
.....
(Training Partner)
(Authorized Signatory)

For **Electronics Sector
Skill council of India**
Knowledge Partner for
Electronics ,
Communication and Solar
(Authorized Signatory)

Name:
Designation:
Stamp:

Name:
Designation:
Stamp:

1. Witness

Name:
Designation:
Sign:

1. Witness

Name:
Designation:
Sign: