

Memorandum of Understanding

This MOU is made on this 05th day of November, 2019,

PRAHLADRAI DALMIALIONS COLLEGE OF COMMERCE & ECONOMICS (hereinafter called TP) having address **S.V.ROAD SUNDER NAGAR,MALAD (WEST) ,MUMBAI-400064**.will Work for creating opportunities for youth and provide Skill Training programs/courses for youth. **PRAHLADRAI DALMIA LIONS COLLEGE OF COMMERCE & ECONOMICS** is involved in organizing and delivering vocational training programs, career guidance, training and counselling services to unskilled, unemployed, under-employed youth while networking with NYCS and companies involved in promoting youth welfare of the FIRST PART.

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National Yuva Co-operative Society Ltd., (A multi-state co-operative society registered under The *Multi-State Cooperative Societies Act, 1984; Registration No. MSCS/CR/97/99*), having its registered office at 209 Vardhaman Janak Market, 2nd floor, Janakpuri, New Delhi-58, (hereinafter referred to as "NYCS"), which expression unless excluded by or repugnant to the subject or context shall include its directors, successors in business, executors, administrators, representatives and other assignees) of the SECOND PART.

➤ PURPOSE OF AGREEMENT :

1. NYCS plans to expand its network through identifying and appointing training centres involved in vocational courses as their Authorized Skill Training & Certification Centres (here after referred as NYCS) to take ahead the National Skill development movement.

2. The **PRAHLADRAI DALMIA LIONS COLLEGE OF COMMERCE & ECONOMICS** and NYCS have mutually agreed to enter into an agreement to run Vocational Skill courses/programs at the applicant's centre at **S.V.ROAD SUNDERNAGAR, MALAD (W),MUMBAI-400064** as per the needs of the local youth.

3. NYCS has approved the **PRAHLADRAI DALMIA LIONS COLLEGE OF COMMERCE & ECONOMICS's** request for the running skill courses as below:-

a) Retail Training awarded from **TRRIN TRUST- TRUST FOR RETAILERS AND RETAIL ASSOCIATES OF INDIA** for job seeking ladies only.

b) Any other skill development program ----- in providing jobs to the students appearing for such program may they be male/female for a paid/free course.



4. All Signage, Flyers/Official documents and external correspondence used for promotion of Skill/Vocational Training programs and various community engagement activities shall have the name / logo of both parties involved i.e. NYCS and the Applicant and would state as "NYCS Implementation Partner".

➤ ROLES & RESPONSIBILITIES OF National Yuva Cooperative Society Ltd

1. The NYCS shall appoint qualified professionals with Retail Industry knowledge (Centre Head) to look after the Centre and to assure best services to the students enrolled for the approved courses at the centre. Such professionals shall be the representatives of the NYCS only.
2. The NYCS shall be solely responsible to pay the remuneration/consultancy/fees/service charges/salaries of such professionals. He /She should be on Contract based for respective period including trainers.
3. The NYCS shall maintain all records relating to course administration and examinations, in regular manner, as prescribed.
4. The Course Handbooks for the approved courses, the course material, guidance, image building, basic one day orientation and training, basic management knowledge support, activities pertaining to monitoring & Guidance of the centre activities shall be provided by NYCS during the agreement time period.
5. Exam and certification activity will be conducted by NYCS.
6. Course Duration and Time will be defined by NYCS as per Course guideline.
7. All Program costs including expenses incurred for need assessment, training costs, batch implementation, post course evaluation, community program implementations, monthly reporting, working out means of sustainability, shall be borne by NYCS.
8. The course handbooks, Softcopies of curriculum, video lessons, presentations teaching aids to be an exclusive property of NYCS & TRRAINHer Ascent project.

➤ ROLES & RESPONSIBILITIES OF PRAHLADRAI DALMIA LIONS COLLEGE OF COMMERCE & ECONOMICS

1. The Applicant shall use the earmarked centre space of (Minimum 300 Sq.ft) 600 sq. ft based at **PRAHLADRAI DALMIA LIONS COLLEGE OF COMMERCE & ECONOMICS** exclusively for establishing and running Skill/Vocational training programs as per mutual agreement between both parties, as per the needs of the youth in the target segment. This centre will be earmarked as "PRAHLADRAI DALMIA LIONS COLLEGE OF COMMERCE & ECONOMICS - NYCS."
2. The PRAHLADRAI DALMIA LIONS COLLEGE OF COMMERCE & ECONOMICS shall provide NYCS with details of names, addresses and other details viz. phone no. etc. of all staff.

enrolled and also maintain separate books, records in respect of work done. Applicant shall allow Auditing of their books of accounts and resources and furnish to NYCS such information on a time to time basis and also permit the authorized representatives of NYCS to inspect, at any time, the applicant's TP, records and work done in pursuance of this arrangement, at any time during the tenure of 2019 – 2020 or till this agreement ceases to exist.

3. All Mobilization part done by **PRAHLADRAI DALMIA LIONS COLLEGE OF COMMERCE & ECONOMICS**. One Batch size shall be with 30 students. Who ready to join jobs in Mumbai area.

4. The **PRAHLADRAI DALMIA LIONS COLLEGE OF COMMERCE & ECONOMICS** for TP will submit all the requested data as per the prescribed format suggested by NYCS and will submit the same to NYCS on regular basis. If software/any other format/Course Material is provided by NYCS, Applicant shall use the software/formats/course materials only for this project.

5. The **PRAHLADRAI DALMIA LIONS COLLEGE OF COMMERCE & ECONOMICS** shall permit NYCS to carry out evaluations of all the components prescribed (practical/written examination and others) , provide facilities and infrastructure for conducting examination and NYCS shall submit the results to TRRAINHer as per the norms as pre-decided followed by certification.

6. The sales promotion, business development & Marketing of the program will be carried out by the **PRAHLADRAI DALMIA LIONS COLLEGE OF COMMERCE & ECONOMICS**.

7. The incidental costs incurred therein for the tenure of the arrangements shall be borne by the **PRAHLADRAI DALMIA LIONS COLLEGE OF COMMERCE & ECONOMICS**.

8. To make available overhead projector, screen for training.

9. To input data of enrolled students in provided software and take confirmation of the batches created for starting batches from NYCS.

➤ **TRAINING DETAILS & Requirements:**

1. Each batch has 30-40 Girls Students.
2. Age Criteria 18-25 Yrs.
3. Training Time :Monday to Friday daily 5 Hours
4. Training Duration : 45 days
5. Required overhead Projector in class room

➤ **VALIDITY OF THIS AGREEMENT**

1. The Applicant status would be valid for a period of One year from the date of signing this document. [From Sept 2019 to Sept 2020]



➤ RENEWAL OF THIS AGREEMENT

2. The Applicant status would be renewed after a period of one year, on Renewal and/or continuation of status would be purely based on the progress & performance made by the applicant. All rights of rejection or renewal would be reserved with NYCS.

➤ EXIT & TERMINATION

1. The **PRAHLADRAI DALMIA LIONS COLLEGE OF COMMERCE & ECONOMICS**.

Shall give NYCS minimum 30 days prior notice to any changes made in the location decided to execute the training programs in the programme. This shall be mutually decided which may be necessitated as per the requirements the local youth, educational & social objectives and the same shall be implemented by applicant on their own Responsibility.— recommendation, course syllabus and duration, teaching methodology etc. The applicant has no right to modify the course contents

2. This arrangement has been facilitated for the benefit for the society at large; both NYCS and the DALMIA applicant will take adequate care and every precaution to ensure continuity of the arrangement as per the term of ---Month/ year. In the extreme case, this arrangement may be terminated after three months by either NYCS or DALMIA applicant, subject to one month notice in writing to each other. NYCS will own the right to withdraw its support from the TP if the arrangement is terminated before term lapses.

3. During the validity of this arrangement, the Applicant shall not render the same Courses as envisaged in this arrangement to any other organization other than NYCS.

4. The **PRAHLADRAI DALMIA LIONS COLLEGE OF COMMERCE & ECONOMICS** shall be solely responsible for the behaviour and conduct of the persons engaged/ employed by him/her at the **PRAHLADRAI DALMIA LIONS COLLEGE OF COMMERCE & ECONOMICS**.

5. While discharging the services envisaged in this arrangement the **PRAHLADRAI DALMIA LIONS COLLEGE OF COMMERCE & ECONOMICS** applicant shall also be responsible to make good for any loss or damage caused to the beneficiaries in the course of this arrangements.

6. The **PRAHLADRAI DALMIA LIONS COLLEGE OF COMMERCE & ECONOMICS** appointment for TP is on a non-exclusive basis. Hence, during the continuation or after discontinuance of this arrangement, NYCS shall be at the liberty to enter into an arrangement for providing service with any other Applicant in the same geographical area at its discretion

7. Both **PRAHLADRAI DALMIA LIONS COLLEGE OF COMMERCE & ECONOMICS** Applicant and NYCS here to acknowledge and agree that this Arrangement is entered into at Mumbai and shall be governed by the laws of India, and Courts in Mumbai alone will have jurisdiction

8. In the event of any dispute over the terms and conditions or enforcement of this arrangement the said dispute shall be submitted to final, binding and non-Partner able and/or non-challengeable arbitration under the rules and regulations of the Arbitration Act, 1996 to the Sole Arbitrator Advocate at the Honourable Bombay high court and in case he is unable to take up the said Arbitration, the venue for all such proceedings shall be Mumbai.

9. All notices shall be in writing and shall be served by mail correspondence, by facsimile transmission, but certainly at least one soft copy and one hard copy, in each case with all charges prepaid. Notices shall be deemed effective when mailed, or sent by facsimile transmission, all charges prepaid, except for notices of a change of address, which shall be effective only when received by the party notified. Until further notice, the addresses of the parties shall be as set forth herein.

10. This registration is valid only for Sublease the CSR activity to partner, **PRAHLADRAI DALMIA LIONS COLLEGE OF COMMERCE & ECONOMICS**.

Finds deemed fit to operate the courses offered by NYCS.

➤ **CONFIDENTIALITY**

PRAHLADRAI DALMIA LIONS COLLEGE OF COMMERCE & ECONOMICS shall not disclose the confidential and proprietary information supplied by NYCS, and any information relating to the performance of his obligations under this agreement shall also be kept confidential and not use it for any purpose during the period of this arrangement and at least for a period of One Year from the date of Sept 2019 termination or end Aug 2020 of this arrangement.

➤ **COMMUNICATION**

NYCS & PRAHLADRAI DALMIA LIONS COLLEGE OF COMMERCE & ECONOMICS will disclose and communicate any general/technical information from time to time.
(Communication details are given below)

National Yuva Cooperative Society Ltd:

SPOK Person: Mr.Vivek Surve

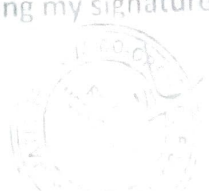
Mail Id &Cont.Number:

PRAHLADRAI DALMIA LIONS COLLEGE OF COMMERCE & ECONOMICS:

SPOK Person:

Mail Id &Cont.Number:

I have read, understood all the above stated herein and agree by affixing my signature here below in the presence of the NYCS representative.



PAYMENT KEY TERMS AND CONDITIONS :

NYCS will work with the **PRAHLADRAI DALMIA LIONS COLLEGE OF COMMERCE & ECONOMICS** Applicant with Sanction Total Grant Amount Rs.45,000 (INR Fourty Five Thousand) for Classroom Rent, Electricity with other infrastructure requirements and Rs.33,750 (INR Thirty Three Thousand Seven Hundred and Fifty Rupees Only) for Snacks & Refreshment to Students.

- a) 30% within 15 days of Submissions & Registration of student documents on Portal & approval from the TRRAIN Trust.
- b) 50% Payment after course completion Programme.
- c) 20% Payment after placement & certificate program.
- d) For Snacks Amount it will be paid on per day basis as per present students.



TP Applicant:
Representative

In the Presence of NYCS

For PRAHLADRAI DALMIA LIONS COLLEGE OF COMMERCE & ECONOMICS

For NYCS

Authorized Signatory

N.N. Pandey

Name: Dr. N. N. Pandey

Organization Stamp:



Sr. Naik
Name:- Prof. Subhashini Naik
TPO

Authorized Signatory

Mr. Vivek Surve

Name: Mr. Vivek Surve

Organization Stamp:

