

HIGHER EDUCATION PARTNER AGREEMENT

This Higher Education Partner Agreement is executed on **29th Day of September 2017**, at New Delhi

Automotive Skills Development Council (ASDC), a society registered under the Societies Registration Act, 1860, having its office at **Sat Paul Mittal Building, 1/6, Siri Institutional Area, August Kranti Marg (Khel Gaon Marg) New Delhi - 110049**, which expressions shall include its subsidiaries, affiliates, associates, legal assigns and successors (herein after referred to as "**ASDC**").

And

Manipal University Jaipur, a University Established vide the Manipal University Jaipur Act 2011 (Act No. 21 of 2011) located at **VPO Dehmi Kalan, Tehsil Sanganer, Jaipur-Ajmer Expressway, Jaipur, Rajasthan 303007** which expressions shall include its permitted assigns, associates and successors, (herein after referred to as "**Higher Education Partner**")

ASDC & Higher Education Partner are also referred individually as '**Party**' and collectively as '**Parties**'.

AND WHEREAS the Automotive Sector in India has been growing at CAGR of over 14% since the last decade and is expected to continue to grow at similar levels during the next decade. The economic liberalization coupled with technology, cost and manpower advantages as also the rising domestic demand have resulted in making India a choice destination for manufacturing automobiles and auto components for all global Automobile players.

AND WHEREAS the Automotive Industry, on account of its forward and backward integration, is a significant generator of employment, both direct and indirect, it is envisaged that there is a huge shortage of skills, both in terms of quantity and quality, essentially due to gaps in skill availability and skill requirements.

AND WHEREAS there is a need to train the youth in relevant skills so as to make them employable in the value chain across the Automotive Sector, where it is envisaged that the availability of skilled manpower is one of the major challenges to sustain the expected growth of the Automotive Industry in India.

AND WHEREAS ASDC, a skill development council for the Automotive Sector, prompted by the Society of Indian Automobile Manufacturers (SIAM), Automotive Component Manufacturers Association of India (ACMA) and Federation of Automobile Dealers Associations of India (FADA) and funded by the Government of India through National Skill Development Corporation (NSDC), is primarily engaged in the domain of skill development for the Automotive Sector, in the areas of conducting research related to skill development, developing training course curriculum & training modules, training the Trainer/Faculties, assessment and certification of Trainer/Faculties and students, in consultation with experts from the Automotive Industry and from Academics.

AND WHEREAS ASDC conducts skill trainings by leveraging existing training facilities and partnering with agencies that the facility, and experience in conducting such training programs.

AND WHEREAS the Higher Education Partner Manipal University Jaipur has been established with the vision to promote higher education by imparting knowledge related to all branches of engineering and management. Our institution will hold itself responsible for total customer satisfaction by continually improving the quality management system.

AND WHEREAS the Parties desire to structure a relationship and enter into this Agreement so as to integrate higher education with skills required for employment in Automotive Sector, for which both the **Parties** shall deploy their core competencies.

1. DEFINITIONS & INTERPRETATIONS

1.1 In the Agreement, in addition to the words and expressions above, unless there is something in the subject or context inconsistent therewith, the following expressions shall have the following meanings:

- a. Agreement means the Higher Education Partner Agreement together with the Schedules, any Amendments/ Modifications hereto attached provided that such Schedules Amendments/Modifications have been executed in accordance with the procedures outlined in the Agreement.
- b. Approvals means Government of India's or State Government's or any Statutory Body's permission, consent, validation, confirmation, license or other authorization required to be obtained for implementation of the provisions of this Agreement.
- c. Applicable Laws mean various Statutes, Legislations, Rules and Regulations, Notifications etc. as and to the extent the same is applicable to the Parties and substratum of this Agreement.
- d. Person means an individual, company, body of individuals, whether incorporated or not.
- e. Training aids means and includes all hardware, software, equipment, or any other means used for imparting training.
- f. Trainee/Student means an individual selected for a B.Tech degree program by Manipal University Jaipur as per UGC and AICTE norms.
- g. Trainer/Faculty means an individual engaged by the Higher Education Partner referring to UGC/AICTE norms and certified by ASDC for imparting education to the Trainee/Student.
- h. Degree program means generally a program of defined duration, organized by the Higher Education Partner and certified/approved/accredited by ASDC and in accordance with the terms of this Agreement, for imparting education/training to the selected Trainee/Student/Students.
- i. Successful program completion is deemed when a Trainee/Student has fully attended the academic program with minimum attendance of 75% and has been assessed and passes all the qualifying test as per the assessment criteria of ASDC.
- j. Certificate means any authentication document jointly issued to the Trainee/Student on successful completion of the Super Qualification (Schedule I) training by ASDC and Manipal University Jaipur.
- l. Curriculum means that a program scheme includes courses mapped to Super Qualification Packs for Higher Education and is jointly agreed to by ASDC and Manipal University Jaipur.

1.2 This Agreement will be interpreted based on the following principles:

- a. All interpretations will secure the primary object of this Agreement set out in Clause 2.
- b. This Agreement reflects the complete understanding as on date of its execution amongst the Parties for the services to be rendered by ASDC & the Higher Education Partner.

- c. Where any act, matter or thing is required by this Agreement to be performed or carried out on a certain day and that day is a holiday, then the act, matter or thing shall be carried out or performed on the next following business day.
- d. Headings are for convenience only and shall not affect the interpretation of a Clause.
- e. Words importing singular shall include plural and vice versa, gender shall include all gender.

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES TO ENTER INTO AN AGREEMENT HERETO AS UNDER:

2. PURPOSE

The purpose of this Agreement is to establish a partnership between the Parties for imparting employable higher education to students in one or more of the several occupations related to Automotive Sector.

3. SCOPE & OBLIGATIONS OF THE PARTIES

3.1 **ASDC** shall be responsible for.

- a. Defining the scope/syllabus/curriculum outline/curriculum standard/content of the training program as per Clause 4.
- b. Setting the qualification standards for the Trainee/Student/Students as per Clause 6.
- c. Designing the curriculum and modules in collaboration with Manipal University Jaipur.
- d. Providing training standards for the Trainee/Student/Students as well as Trainer/Faculty to the Higher Education Partner.
- e. Accrediting and approving the existing academic program/programs of the Higher Education Partner provided it meets the accreditation criteria of ASDC.
- f. Providing the list of Infrastructure requirements, training aids and equipment required for training as per Clause 8.
- g. Guide the Higher Education Partner in development of training centre as per ASDC criteria.
- h. Overall guidelines of the trainings and their continual improvement
- i. Assessment of Trainee/Student post completion of training
- j. Certification of Trainee/Student
- k. Maintaining a data base for Trainee/Student who have successfully met the performance criteria identified in Super Qualification Packs for Higher Education
- l. Assist in Coordination with industry and overall promotion of the Higher Education Academic program.
- m. Placement assistance within industry for successful Trainee/Student through a central database maintained by ASDC
- n. Maintaining MIS and Website for general administration of the program

3.2 **Manipal University Jaipur** shall be responsible for:

- a. Providing suitable infrastructure, equipment and training aids to conduct the training program in accordance with the requirements agreed to with ASDC.
- b. Regular & general maintenance of the academic facilities
- c. Ensuring that labs and workshops utilized to put standard ASDC signage with logo.
- d. Identification & selection of Trainee/Student as per the qualifications set forth for B. Tech programs by AICTE
- e. Hiring/engaging of Faculty.

- f. Mobilization & selection of Trainer/Faculty as per the qualifications stipulated by UGC/AICTE
- g. Conducting programs, as per Manipal University Jaipur and ASDC Qualification Standards (QP/NOS). Program courses/ content developed by Manipal University Jaipur for obtaining certification from ASDC will be validated by ASDC for its alignment with Super QP/ NOS.
- h. Ensuring that all Trainee/Student in a batch have an ASDC kit before starting training sessions.
- i. Organizing the assessment & certification of Trainee/Student from ASDC
- j. ASDC will share Assessment results with the Partner's designated SPOC (Single Point of Contact). It will be SPOC's responsibility to further share results with Students. Higher Education Partner to ensure that communication with ASDC to be only through their SPOC.
- k. Providing data/MIS of trainings, in the formats approved by ASDC
- l. Supervision of the trainings
- m. Ensuring safe custody of the training aids provided by ASDC.
- n. Promotion of ASDC courses in local community and industry.
- o. Assisting Trainee/Student to find suitable placements in local industry.
- p. **To continuously track and share employment status of certified candidates as per ASDC format.**
- q. **To Nominate a councilor for mobilization and counseling for trainee, giving orientation to the trainees before, during and after the training program and assist the trainee in setting down in the work place of employment.**
- r. **Identifying trainers from the faculty who shall undergo trained the trainer (TOT) programme of ASDC for the conducting courses of qualification standards (QP/NOS) for respective Higher Skilling Module. The trainer shall be certified by ASDC before conducting training class.**

4. SCOPE OF TRAINING

- 4.1 The Higher Education Partner shall provide training in the curriculum as per **Schedule 1** of this Agreement.
- 4.2 The Higher Education Partner shall ensure conformance of the curriculum syllabus & course content as per ASDC QP/NOS, as per **Schedule 1** of this Agreement.
- 4.3 The Higher Education Partner shall use the training content, Trainee/Student/Student/Trainer/Faculty manuals and any other material provided by ASDC, exclusively for the purpose of training program covered under this Agreement. Any material provided by ASDC exclusively for the purpose of training program covered under this Agreement. Any material provided by ASDC shall not be reproduced, copied, transferred, sold or assigned to any other person/party by the Higher Education Partner, directly or indirectly, without the written consent of ASDC.

5. TRAINING CENTRE

- 5.1 The Higher Education Partner shall arrange suitable classrooms, workshops and adequate space for administrative activities related to the training program, which shall meet the following minimum criteria:
 - a. Sufficient area of classrooms & furniture to accommodate the Trainee/Student/Students.
 - b. Workshops equipped with the required type & number of machine/equipments to enable hands on training of Trainee/Student/Students.
 - c. Sufficient space for record keeping and administrative activity.
 - d. Availability of computer and internet.

- e. Availability of electricity, adequate and clean toilets, clean drinking water and other amenities.
- f. Safety & firefighting equipment as required under Law and approved by ASDC.

5.2 It shall be the responsibility of the Higher Education Partner to maintain the training centre, supporting infrastructure, machinery and equipment in good condition and meet all expenses towards the upkeep and maintenance.

6. COMMERCIAL TERMS

The Commercial Terms related to this Agreement shall be as per **Schedule 4** of this Agreement.

7. BUSINESS PLAN

Schedule 6 provides a two year Plan provided by the Higher Education Partner and shall send the progress report every quarter against Plan.

8. BOOKS OF ACCOUNTS

The Higher Education Partner shall keep separate and proper books of account as per Indian Accounting Standard and as per prescribed by ASDC from time to time, to reflect completely and accurately, the particulars of all transactions related to this Agreement.

9. REPORT & DOCUMENTATION

9.1 The Higher Education Partner shall maintain:

- a. Documentation of Trainee/Student/Student applications, enrollment, Trainee/Student/Student profile and Trainee/Student/Student feedback.
- b. Attendance register of Trainee/Student/Students, Trainer/Faculties and visitors
- c. Register of all assets, material and equipment used for training
- d. Documents & reports as desired by ASDC for transactions related to this Agreement.

9.2 The Higher Education Partner shall provide monthly progress reports related to training as prescribed by ASDC.

9.3 The Higher Education Partner shall provide such other reports, though not limited to, monitoring & evaluation, financial information etc. required by ASDC for audit purpose.

10. AUDIT & COMPLIANCE

The Higher Education Partner shall cooperate with ASDC and provide all assistance to enable auditors/accreditors/assessors engaged by ASDC to view the facility and records and conduct inspections whenever desired by ASDC, subject to prior written intimation from ASDC to the Higher Education Partner for the same.

11. COMPETING BUSINESS

11.1 The Higher Education Partner shall not apply with any agency/company/ Government etc. for any registration, accreditation, and certification of the training program specific to Automotive Industry.

12. INTELLECTUAL PROPERTY RIGHTS & NON DISCLOSURE

The Higher Education Partner disclaims any right to or interest in ASDC trade mark/s and copyrights relating to the methods, the programs, courseware, operation manuals, information, material and services made available by ASDC and the goodwill derived there from and further agrees not to divulge or disclose information, procedures, technical and other information and programs made available by ASDC, confidential or proprietary to ASDC. Higher Education Partner shall, upon expiry or termination of this Agreement, cease to use the training aids and any such other material, of which the exclusive rights vest with ASDC.

13. USE OF ASDC NAME

The Higher Education Partner will seek and obtain prior written approval from ASDC for using its name and promotional material during performance of work under this Agreement. Any violation of this clause shall be treated as an event of breach and shall result in termination of this Agreement.

14. INDEMNIFICATION

Both parties shall keep and hold harmless to each other, and indemnify and keep the other party indemnified in case of any loss or damage caused due to negligence of that party. In case of third party loss the same shall be indemnified by the party due to whose negligency the loss occurred to such third party. Higher Education Partner hereby declares and irrevocably undertakes that it shall defend, hold harmless and indemnify ASDC against all loss, damage or claims or other lawsuits or proceedings that may arise out of breach of any of its obligations under this Agreement, including those arising out of any accident that occur during or in relation to the services and assume full responsibility for the payment of indemnification, penalties, attorneys' fees, legal costs and other charges. Simultaneously, ASDC declares and irrevocably undertakes that it shall defend, hold harmless and indemnify Higher Education Partner against all loss, damage or claims or other lawsuits or proceedings that may arise out of breach of any of its obligations under this Agreement, including those arising out of any accident that occur during or in relation to the services and assume full responsibility for the payment of indemnification, penalties, attorneys' fees, legal costs and other charges.

15. MODIFICATION

- 15.1 This Agreement may be modified, through a written document signed by duly authorized representatives of both Parties.
- 15.2 In the event the Higher Education Partner is required to close its activities for any reason beyond its control, the Higher Education Partner shall provide at least 90 days prior written notice in that regard to ASDC and obtain its prior approval before closure of its activities. The Higher Education Partner shall continue its activities during the above notice period in such a manner, which shall not prejudicially affect the interest of ASDC, and to also ensure that the batch undergoing training during the term of notice completes its tenure till ASDC's final assessment / completion.

16. DISPUTE RESOLUTION

- 16.1 This agreement shall be governed according to the Indian laws and each Party shall submit, only and exclusively, to the jurisdiction of the Courts at Delhi, India.
- 16.2 Any and all differences and disputes whatsoever arising between the Parties concerning the interpretation or implementation of this Agreement or in relation to the subject matter contained in this Agreement shall, in the first instance, be resolved mutually between the Parties and in the event of non-resolution, the matter shall be referred to arbitration.

- 16.3 Arbitration proceedings shall be held in Delhi in accordance with the Arbitration and Conciliation Act, 1996 and procedures established for the purposes of regulating and determining matters relating to or arising to or arising from arbitration. Both the Parties shall mutually appoint one arbitrator failing which; the dispute shall be decided by an arbitration panel consisting of 3 arbitrators. Each Party shall appoint one arbitrator and both the arbitrators so appointed shall appoint a third arbitrator, who shall preside over the arbitration proceedings. Any decision, determination or award of the Arbitrator/s shall be binding on the Parties. Unless otherwise decided by the arbitrator/s, the cost of arbitration shall be shared by the Parties in equal proportion.

17. COMPLIANCE WITH LAWS

- 17.1 The Higher Education Partner at all times and as its expense shall strictly comply with all applicable Laws, Rules, Regulations and Government orders, relating to its performance under this Agreements
- 17.2 The Higher Education Partner shall pay all fees and chargers required under any Law, Rule or Regulation and maintain in full force and effect all licenses, authorizations and registrations from all Government departments and agencies to the extent necessary to perform its obligation under this Agreement.

18. FORCE MAJEURE

The Parties hereto agree that a Force Majeure Event shall mean any unforeseeable act or event that prevents the affected Party from performing its obligations under this Agreement or complying with any conditions required by the other Party under this Agreement and such act or event is beyond the reasonable control and not because of any fault of the affected Party and such Party has been unable to avoid such an act or event by the exercise of prudent foresight and due diligence. Neither Party hereto shall be considered in breach hereof or in default if it fails to perform or observe any or all of the terms of this Agreement resulting directly or indirectly, from Force Majeure Events such as acts of God, Civil or Military authority, acts of Government, acts of Public Enemy, war, riots, explosion, earthquake, flood, storm, lighting strike, etc. In such a case the affected Party shall notify the other party of the occurrence of such Force Majeure Event and should as a consequence, the performance under his Agreement be prevented for a period longer than 30 days, then the other Party shall have the right to terminate this Agreement.

19. SEVERABILITY

If any of the provisions of this Agreement are declared to be invalid, such provisions shall be severed from this Agreement, through a written document signed by duly authorized representatives of both Parties, and the other provisions hereof shall remain in full force and effect.

20. TERMINATION

- 20.1 ASDC may terminate this Agreement upon 30 calendar days notice in writing on occurrence of any of the events below:
- a. If the Higher Education Partner does not remedy any failure in the performance of its obligation under the Agreement within 30 days of being notified of such a failure or within such further period as approved by ASDC.
 - b. If the Higher Education Partner fails to pay any dues as per the Financial Considerations, Clause 9.
 - c. If the Higher Education Partner becomes insolvent or bankrupt.

- d. If, as a result of Force Majeure event, the Higher Education Partner is unable to perform its obligation under this Agreement.
 - e. If the Higher Education Partner uses ASDC' name and promotional material without prior written consent, in contravention of Clause 15.
- 20.2 The Higher Education Partner may terminate this Agreement upon 30 calendar days notice in writing on occurrence of any of the events below:
- a. If ASDC fails to perform any of its obligation under this Agreement
 - b. If, as a result of Force Majeure event, ASDC is unable to perform its obligation under this Agreement.
- 20.3 The termination of this Agreement shall not prejudice or affect in anyway, the rights and benefits accrued or liabilities and duties imposed on the Parties of this Agreement.
- 20.4 Upon termination, the Higher Education Partner shall:
- a. Cease to conduct ASDC certified/ accredited training programs
 - b. Hand over all material, including training aids related to training or otherwise provided by ASDC
 - c. Hand over all registers, documents and supporting papers related to this Agreement.

21. NOTICES

All notices required or permitted by, or made pursuant to, this Agreement shall be in writing and shall be sent in person or by facsimile or by registered, first class airmail, return receipt requested and postage prepaid, to the following addresses:

22. Validity of MOU

This MOU is for a period of three year from the date of this agreement and is subsequently renewable further with mutual consent and on mutually agreeable terms.

If to ASDC:

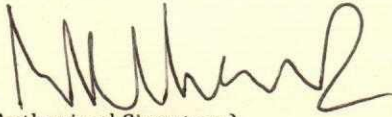
Sunil K Chaturvedi
CEO
Automotive Skills Development Council
Sat Paul Mittal Building,
1/6, Siri Institutional Area,
August Kranti Marg (Khel Gaon Marg)
New Delhi - 110049

If to Higher Education Partner:

Prof. Vandana Suhag
Registrar
Manipal University Jaipur
VPO Dehmi Kalan, Jaipur Ajmer Expressway
Jaipur, Rajasthan-303007

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THE DAY MONTH & YEAR FIRST ABOVE WRITTEN


For Automotive Skills Development Council



(Authorized Signatory)

Name: Sunil K Chaturvedi

Title: Chief Executive Officer

Witness 1 

Name: Prof. Rajesh Solanki

Place: New Delhi

Date: 29/9/17

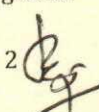
For Manipal University Jaipur



(Authorized Signatory)

Name: Prof. Vandana Suhag

Title: Registrar

Witness 2 

Name: Urvashi Kulshrestha

Place: 'N. Delhi'

Date: 29/9/17

REGISTRAR
Manipal University Jaipur

