



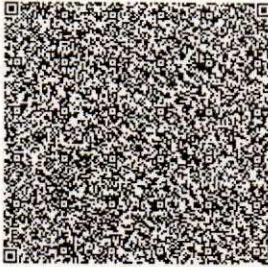
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No. : IN-DL063280893924150
Certificate Issued Date : 20-Jan-2016 01:35 PM
Account Reference : IMPACC (IV)/ dl705403/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL705403110832844564900
Purchased by : MANIPAL CITY AND GUILDS PVT LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : MANIPAL CITY AND GUILDS PVT LTD
Second Party : MANIPAL UNIVERSITY JAIPUR
Stamp Duty Paid By : MANIPAL CITY AND GUILDS PVT LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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ATTESTED

NOTARY PUBLIC

Agreement

Between

MANIPAL CITY AND GUILDS PRIVATE LIMITED

And

MANIPAL UNIVERSITY JAIPUR

This Agreement has been made and agreed upon between all the parties mentioned below, signed on the 20th January 2016

A. Objective

This Agreement is for collaboration between the Parties for imparting skill based training to the students of Manipal University, Jaipur. The training so imparted will be part of the academic cycle as an add-on course for the students to enhance employability skills of the students.

BETWEEN

Manipal City and Guilds Private Limited

AND

Manipal University Jaipur

B. Background and Purpose

The purpose of this Agreement is to establish partnership between the Parties for imparting skill based training to the students of Manipal University, Jaipur. The training so imparted will be add-on course of the academic cycle. The said project will cover Tourism & Hospitality Sector.

C. Roles and Responsibilities

a) Responsibilities of Training Partners

- I. **Project Manager:** TP would nominate "TP Project Manager" who would act as a single point of contact for Vocational Skill Training project of MUJ –for coordination, monitoring, preparing reports, sharing course details to the students and successful implementation of the program.



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- II. **Student Orientation:** TP would conduct counselling session, seminars in coordination & support from respective departments.
- III. **Training Delivery:** TP will ensure that the skill based training is delivered in selected sectors to students enrolling for the program with a view to get them employed in the respective sectors, if they wish to. Following will be ensured by TP and overseen :
- Develop content and curriculum for respective job roles and get it delivered through its faculty effectively in the classroom.
 - Ensure that the entire skill based content designed is delivered in the classroom within the stipulated time. Ensure quality parameters are met.
 - Ensure conduction of internal assessments of students on a monthly basis as per the assessment pattern set up for the domain.
 - Conduct soft skill training including preparing the students for work as per the industry requirement.
 - Inviting and organising guest lecturers from domain related experts working in industry.
 - TP will be responsible only for the training commencement as per the training calendar to the completion of the training. (TP will not be responsible for any assessment and certification activity)
- IV. **Industry involvement:** TP will partner with relevant organisation for deeper involvement into the course to make it market relevant. Involvement by industry will also help in mapping the market needs.
- V. **Faculty Governance:** The faculty deployed by TP will work in sync with the time table of the University as desired by the MUJ Nodal Officer. Functionally they will be under the control of the MUJ Nodal Officer concerned whereas all other matters it will be to TP with overall superintendence /management with the Project Management Unit /NSDC and the instructions, directions issued by the NSDC/MUJ would prevail.
- VI. **Service Level Terms:** Following Service Level Terms will be adhered to by TP:
- Complete the syllabus as per the time line.
 - Conduct practical classes as per the syllabus wherever applicable.
 - Conduct work readiness mobile and prepare students for world of work.
 - Arrange industry guest lecture as and when required.
 - Facilitate industry interaction and interface.
 - To provide all necessary information regarding the project to the University as and when required by it.
 - To provide weekly progress report and attendance report. On template, mutually agreed upon.
 - Participate in review meetings conducted as and when called for

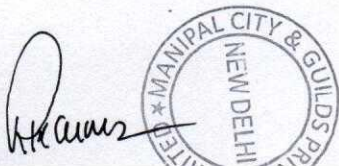


- VII. **Performance Metrics/ Measurement:** TP's performance will be measured through Project Management Unit/NSDC for:
- Content delivery as per timeline.
 - Industry Engagement.
 - Percentage of students getting certified.
 - Timely and accurate reports.
- VIII. **Termination of faculty:-**If any faculty is not found suitable up to the satisfaction of the university up to two months, the concerned TP will straight way terminate the services of the said faculty and provide the substitute within fifteen days, or as mutually discussed and agreed.

b) **Responsibilities of University.**

The University will be responsible for activities such as:

- **Assistance in student mobilization:** University will assist the respective TPs in their campus to mobilise students for skill courses, workshop, seminar, orientation programs etc.
 - University will deploy during this phase a dedicated Project Coordinator assist the TP in the above activities.
 - In addition to the TP, the University will motivate the students to enrol for the training program offered by the TP
- **Assistance in training programs:** University will assist the respective TPs in the training program by providing support infrastructure such as provision of rooms for training along with appropriate furniture, projector, and Black/white board with markers etc.
- Providing the required infrastructure for training i.e. classrooms and labs for practical training.
- **Certification ceremony :** Can be organised mutually by University and TP
- **Nodal Officers:** University will designate one Nodal Officer at who will be responsible for overseeing/reporting (In coordination with Project Management Unit) the program implemented by TP
- **Assistance to PROJECT MANAGEMENT UNIT:** The University through its nodal officer will assist the Project Management Unit /NSDC in monitoring & evaluation of the training programs.
- **Training fee payment:** The University /MUJ should ensure that training fee is paid to the TP during the student registration, in the form of DD, in advance.



D. COORDINATION OF MEETINGS AND LIAISON

All the parties to the agreement will establish procedures to facilitate regular contact at the executive and operational levels to discuss issues arising in relation to the Project.

All the parties will hold a monthly meeting, between senior officials to discuss the coordination of matters relevant to the operation of this Agreement.

OTHER COVENANTS

1. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper concerning the project under agreement is allowed only, after seeking explicit permission in writing by either party.
2. Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Agreement shall be settled amicably through mutual consultation or negotiations between the Parties, without reference to any third Party.
3. The Parties are entering into this Agreement in good faith and intentions. In no event shall either party be liable for, and either party hereby waives the right to claim, any indirect, special, incidental, or consequential damages (including lost profits) directly or indirectly relating to or arising out of the breach of this Agreement, regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, and whether or not such damages were foreseen or unforeseen, even if either party has been advised of the possibility thereof. MCG' total aggregate liability under this Agreement shall not exceed 50% of the fees paid by IRSPL for a period of 6 months preceding such cause of action. Neither party will be responsible for any indirect liabilities arising out of death, injury or any legal action in respect of field staff, trainees or any other persons associated with the operationalization of this Agreement.
4. This Agreement stands valid for One (1) year, commencing from the date of signing this Agreement by both the parties, i.e., ___20th January 2016 to 19th April 2016. Either Party can terminate this Agreement with Ninety (90) days prior written notice without assigning any reason whatsoever, however such notice shall not affect the students/candidates who are undergoing the training Upon a breach of any term of this Agreement by a Party, the non-breaching Party may (by notice in writing without a period of notice) terminate this Agreement, forthwith, if such breach is not



substantially remedied within Fifteen (15) days after the breaching Party has received notice of such breach from the other Party. Upon termination /expiration of this Agreement, Agreement cease in its entirety except for the confidentiality, Commercial benefits to be passed on to MCG as rightfully worked for, in accordance with the mutually agreed definitive scope of work, pursuant to this Agreement.

5. This Agreement will come into effect on date of signature by both the parties This Agreement may be varied at any time by mutual agreement of the parties in writing. It shall be reviewed three month before the end of contract date or at a time mutually agreed by the parties for possible renewal.
6. Each party might bring this Agreement to an end by giving a 3 months' notice to the other parties, via written notice to this effect. In case of premature termination of agreement on a notice, either party will be under obligation to complete the ongoing task/activities in its totality in the best interest of the students.
7. Any future changes/amendment in any of the clauses shall be notified in writing by authorised representatives. Such changes shall be automatically included as a part of this agreement, subject to the changes being mutually accepted by all parties.
8. Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the control of the parties or either of them renders the performance of this agreement impossible whereupon and thereupon all money due under this agreement shall be paid according to the Payment Terms for the services already rendered.
9. This Agreement shall be governed by the Laws of India. If any dispute arises between the Parties as to the effect, interpretation or application of this Agreement or as to the rights, duties or liabilities there under, or as to any act, matter or thing arising out of, or in consequent to, or in connection with this Agreement (herein after referred to as the "Differences") the Parties shall endeavour to resolve the Differences amicably through negotiations. In the event that Differences are not resolved by means of negotiations within Thirty (30) days such Differences shall be referred to be settled by the arbitral panel, which shall comprise of a sole arbitrator jointly appointed by the disputing parties and the Venue of arbitration proceedings shall be Bangalore, India and the language of arbitration shall be English.



Commercial Details

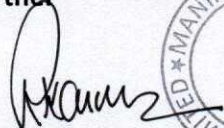
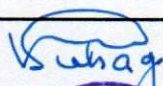
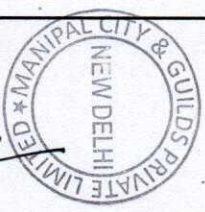

Sr. No.	For Qualification (Event & Conference ,Meeting planning)	Min. No. of candidates per Batch	Cost per candidate for Training
1	3 batches for the above mentioned Job role of Tourism & Hospitality Sector.	Approximate 75 learners for the Pilot Batch	4000/- Training fee & 1000/- Rs assessment fee*

* In case of any re- examination the learner need to bear the fee of assessment as per the norms.

Additional terms for the pilot batch are as under:

1. The above fee is only for the pilot phase
2. Both the organizations -MUJ and MC&G will aim to have minimum of 75 candidates however it's not mandated at the pilot phase.
3. The fee of Rs 5000 per candidate is collected by MUJ and paid to MCG in advance and MCG pays the Assessment fee to Industry Skills Council, i.e. THSC (Tourism and Hospitality Sector Skill Council)
4. Assessment is conducted by the Industry skills Council and MC&G has no role.

Both the parties have set their hand in presence of the witness on 20th day of January Year 2016 as mentioned above.

MANIPAL CITY & GUILDS PRIVATE LIMITED	MANIPAL UNIVERSITY JAIPUR
Training Partner	University
Dated: 	Dated: 
	

Witnesses

1.



2.

