भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

ಆಂಧ್ರಪ್ರದೇಶ आन्ध्र प्रदेश ANDHRA PRADESH

CC 230478

Serial No: 1049
Purchased By :
V V V S SUBBA RAO
S/O VEERABHADRA RAO
KAKINADA

Denomination: 100
Date01-12-2017
For :
ADITYA ACADEMY, KAKINADA
REP BY ITS SECRETARY
P B REDDY, S/O KRISHNA MURTHY
KAKINADA

Stamp S. no CC 230478

Sub Registrar
Ex. Offico Stamp Vendor
SRO Kakinada(R.O)

MEMORANDUM OF AGREEMENT
BETWEEN
Andhra Pradesh State Skill Development Corporation (First Party)
AND
Aditya Degree College, Kakinada (SECOND PARTY)

This Memorandum of Agreement (MoA) is entered into on 20th day of August, 2018.

The Andhra Pradesh State Skill Development Corporation, represented by the Executive Director-I having its office at NTR Administrative Block, 2nd Floor, above arrival block, Pandit Nehru RTC Bus Stand, Vijayawada - 520013 (here in after referred to as "APSSDC" or First Party, which expression shall unless repugnant to this context or meaning thereof, includes its successor in office, legal representatives and permitted assigns) of the One Part.

And

The Aditya Academy, Society, registered under provisions of Act of 1908 bearing registration number 167 of 1984; represented by **Sri.P.B.Reddy, Secretary,** having its registered office at D.No.2-16-17, Srinagar, Kakinada - 533003 having a Educational Institution by the name **Aditya Degree College, located at Lakshmi Narayana Nagar, Kakinada** (hereinafter referred to as **"ADITYA DEGREE COLLEGE, KAKINADA"** or Second Party, which expression shall unless repugnant to this context or meaning thereof, includes its successor in office, legal representatives and permitted assigns) of the other Part.

ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION

WHEREAS

(a) APSSDC is a unique organization formed as a public private partnership (PPP) corporation to promote skill-development & entrepreneurship in the state of Andhra Pradesh. APSSDC is the Executive Agency for the Department of Skill Development, Entrepreneurship and Innovation, Govt. of Andhra Pradesh (GoAP) serving the important task of providing high quality skilled manpower as part of the knowledge and Skills Mission of GoAP. The main objective of the Corporation is to implement a structured and pragmatic solution to skill & upskill the workforce in the State of Andhra Pradesh and to increase employability and promote entrepreneurship in sync with Industrial growth of the State.

(b) In its endeavors to enhance the Employability Skills of Under Graduate and Post Graduate course perusing students, APSSDC has selected some of the leading Degree/PG Colleges for providing the infrastructural facilities additionally required for running the Skill Development programs. In this direction, the first party intend to establish Employability Skills Centres (ESCs) in progressive UG/ PG colleges/ Autonomous institutions / Govt. Colleges / University Campus PG colleges. Through this MoA, APSSDC intends to associate with **ADITYA DEGREE COLLEGE, KAKINADA** to train different segments of students and Job seeking youth in systematic enhancement of Employability Skills towards gainful employment for students / Job seekers;

(c) The Second Party having been into Educational services through its College by name **ADITYA DEGREE COLLEGE, KAKINADA** has applied for the IT & Electronic infrastructure support to the first party, upon understanding the requirements and functions of proposed Employability Skill Centres (ESCs). As the second party has intention and requirements as per criterion and agreed to provide services to the first party on the terms and conditions as set forth in this MoA.

(d) In pursuance thereof, the parties have agreed to enter into this Agreement.

A. PURPOSE:

The purpose of this MoA is to sort out the roles and responsibilities of both parties in establishing and managing Employability Skill Centres (ESCs) for UG/ PG studying candidates in various Degree/PG Colleges/University Campuses to enhance employability of students.

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ROLES AND RESPONSIBILITIES:

B. FIRST PARTY

The APSSDC shall

- provide a platform for registration of trainees online and mapping of institutions and students;
- identify and provide course curriculum to suit latest and future technologies;
- prepare over all calendar programs and communicate to Second Party;
- Organize Training Programs for all Under Graduate and Post Graduate students. The programs would be of nature, common core (for all students); and modular (elective in nature) and Community specific modules;
- appoint required manpower to manage and co-ordinate Trainings in ESCs;
- install requisite IT infrastructure as listed in Schedule -1 in the Employability Skills centers (ESCs) in the earmarked rooms by the second party;
- shall prepare Operational Guidelines for ESC to be followed by both the parties;
- take care of insurance, regular maintenance and consumables items pertaining to Hardware provided;
- have right on any undefined business and activity that falls under purview of this MoA;
- exercise its right to cancel the permission now granted to the colleges/institutions in the event of not fulfilling their obligations.

C.SECOND PARTY

The College/ Institution shall

- provide the building space of Two (2) rooms towards labs and One (1) room towards E-Class room each having minimum seating capacity of 50 candidates in the College premises to the First Party for establishing the Employability Skill Center allocated to the Second Party. The second party shall ensure adequate furniture and electrical fixtures in the class rooms and labs;

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- be responsible for ensuring proper physical security of the IT & other electronic Items as per schedule-1. Towards security, the second party shall do necessary arrangements and ensure the security for the items;

- shall ensure internet connectivity of minimum 4 Mbps bandwidth;

- shall mobilize faculty and students of the college/institution for trainings and Certification;

- facilitate trainings for different segments of students within campus, students from other colleges, job seeking youth and the college shall allow its students to attend programs, take assessments and interviews as per schedule communicated by first party;

- provide separate Toilets to the boys and girls, who undergone training at the Employability Skill Center;

- put necessary efforts and ensure maximum participation of students belonging to Scheduled Caste (SC) and Scheduled Tribe (ST) Categories in the college;

- appoint a Centre Coordinator as Single point of contact person (SPOC) for all admin and programme related activities with the Second Party at the Employability Skill Centre for smooth running of the ESC;

- actively participate in the ESC Programs, communicate feedback from the college and students, suggesting for betterment of the ESC programs towards maximizing reach;

- arrange for common facilities of housekeeping, security, electrical supply, Drinking and Usage water to the Toilets for the Employability Skill Center students;

- mark the daily attendance in the suggested mode (manual or bio metric or iris scan or so) by the SPOC of Second Party in coordination with ESC Coordinator;

- facilitating in collecting the registration fee as communicated by the First Party, from the candidates provided by the Second Party;

- shall follow Operational Guidelines of ESCs in maintaining activities in ESCs.

Compliances:

- **Monitoring**: The activities of ESC shall be regularly monitored through an IT monitoring system at APSSDC on a real time basis and also through the monitoring committee of APSSDC.
- **Management Information System:** To submit all reports and documents relating to progress of the students on rolls, Accounts, Audit and Annual Work Plan, as specified at such frequency as may be required by APSSDC.
- Details of Data of Number of students passed out, placed (Trained for Employability), and unplaced on year-on-year basis.
- Institutions will face punitive action if found to be:
  - Charging capitation fee or indulging in any other malpractice
  - Provided false data in their reports
  - Unable to achieve targets set by APSSDC/themselves in Proposals consistently

Any non-compliance with the terms and conditions of this Agreement.

D Responsibilities of both the Parties

Both the Parties agree that:

D.1 The Parties shall diligently perform their respective obligation under the Arrangement as per the procedure set forth above.

D.2 Neither Party shall share any Confidential Information with any other party. The sharing of such database by each other will be on trust that it will not be used by either Party for providing any kind of information to any third party.

D.3 The Parties agree to use the Confidential Information only for the purposes of this Arrangement and only as permitted herein under this MoA.

D.4. The ESC shall exclusively be used for in program to be assigned by the First Party to Second Party.

E: Ownership of assets: The ownership of the IT infrastructure/assets lies with APSSDC whereas the second party, would be the custodian of the installed assets.

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F. Arbitration: The Parties shall endeavor to resolve all or any dispute or difference arising out of or in connection with this MoA, amicably within 30 days of notice in writing being issued by the non-defaulting party to the defaulting party indicating such dispute or difference. In case no amicable solution is arrived between the Parties within the said 30 days, then such dispute/s shall be settled through Arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be done by a Sole Arbitrator appointed by APSSDC. The written award of the Arbitrator shall be final and binding on all the Parties. The seat and venue for the arbitration proceedings shall be at Vijayawada, Andhra Pradesh.

G. Termination of the MoA:

APSSDC party shall have the right to terminate this MoA without assigning any reasons by giving prior written notice of 60(Sixty) days through its authorized signatory. Without prejudice to the above, either Party may terminate this MoA by giving 30 (Thirty) days' written notice through its authorized signatory in the event of any material breach of any of the material terms of this MoA by the other Party. The non-defaulting party shall first serve a written notice of its intention to terminate this MoA to the defaulting party highlighting the material breach and giving the defaulting party a period of 30 days or such extended period as may be mutually agreed to within which to remedy the material breach. Should such event of a material breach remain unresolved/unrectified within the said notice period of 30 days or such extended period as may be mutually agreed to, the non-defaulting shall be able to terminate the MoA forthwith.

F. Representations and Warranties by the Parties

In addition to the above the Parties hereto represent and warrants to other Parties as under:

a) That it is duly organized and validly existing under the laws of the jurisdiction in which incorporated and has the necessary corporate power and authority under Applicable Laws to carry on its business and or perform its functions.

b) That this MoA

   I. is within its powers and has been duly authorized by it; and

   II. does not conflict in any material respect with any law or regulation or its constitutional documents or any document binding on it and that it has obtained all necessary consents for the performance by it under this MoA.

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c) That all information set forth in this MoA is true and correct and is not misleading in letter and spirit.

G. Period of validity:

This MoA shall become effective from the date hereof and shall be in force for a period of **three years**, unless terminated by mutual consent of the parties.

H. Notices:

Unless otherwise provided herein, all notices or other communications under or in connection with this MoA shall be in English, will be issued in writing and shall be signed by the authorized representative of the issuing / serving Party and may be sent by personal delivery or post or courier or facsimile to the address, facsimile number given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, three days after being deposited in the post and if sent by courier, two days after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

I. Communications and publicity:

The Parties shall consult and agree on all and any intended communications, publications, presentations and documentations relating to this Arrangement/ MoA(jointly the "Communication(s)") in advance prior to the intended release. If a MoA cannot be reached, a Party shall have the right to disclaim endorsement and/or dissociate itself from that Communication(s). No party shall use logo/trade mark etc. of each of the parties without obtaining its prior written concurrence to that effect.

J. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

Amendment: Amendment within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed, and dated by all parties, prior to any changes being performed but all rights reserved by First Party can change any point of time needed.

Information Ownership: All information provided by First Party shall only be utilized for conducting training and placement assistance and First Party holds no ownership over the

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content prepared by Second party. First Party will in no way share or distribute any information received with other public or private agencies, organizations, and individuals.

Participation in similar Activities: This instrument in no way restricts First Party from participating in similar activities with other public or private agencies, organizations, and individuals.

Non-Fund obligating document: This instrument is neither a fiscal nor a funds obligation document.

Establishment of Responsibility: This MoA is not intended to, and not create any right benefit or trust responsibility, substantive or procedural, enforceable at law, by a party against First Party or Second Party.

Relationship: The engagement is on a principal to principal basis and no party shall hold each other as agent and or principal of the other for any liability. This engagement is not intended nor shall be construed as creating a joint venture, partnership or other form of business association.

Assignment: The Second party shall, without the First Party's prior written consent assign, change, charge or otherwise transfer or delegate or share the rights, obligations or any provision of this Engagement to any other person.

Severability: In the event that any provision or any portion of any provision of this MoA shall be held invalid, illegal or unenforceable under applicable law, the remainder of this MoA shall remain valid and enforceable in accordance with its terms.

The parties hereto have executed this agreement as of the last written date below.

For Andhra Pradesh State Skill Development Corporation

T. Anil Kumar
Executive Director - I

ANDHRA PRADESH STATE SKILL DEVELOPMENT CORPORATION

Witness: -------

For Aditya Degree College, Kakinada

PBR

P.B.Reddy
Secretary

SECRETARY
Aditya Academy
KAKINADA

Witness: ----------