



उत्तर प्रदेश UTTAR PRADESH  
Memorandum of Understanding

EZ 126637

This Memorandum of Understanding (MOU) is entered into on 08<sup>th</sup> August, 2019 between

1. Dr. Kedar Nath Modi Institute of Engineering & Technology, Kapda Mill campus, Opp. State Bank of India, Modinagar
2. KNGD Modi Engineering College, Modinagar
3. Centre for Management Development, Modinagar
4. Dr. K.N Modi Institute of Pharmaceutical Education & Research, Modinagar

{all institutes are running under Dr. Kedar Nath Modi Institute of Pharmaceutical Education & Research Trust}

Represented by Sh. Ved Prakash Gupta, Secretary, Authorized Representative (hereinafter referred to as the "THE FIRST PARTY")

And

Advait Life-Education Foundation, office address R-5/119, Raj Nagar, Ghaziabad, UP-201002 represented by Abhishek Agarwal, Manager as Authorized Representative (hereinafter referred to as the "THE SECOND PARTY").

1. Scope of Work:

Second Party shall train and provide Soft Skills and Personality Development Training Classes to the students as mentioned below:

S.No.	College Name	Course	Year
1.	Dr. Kedar Nath Modi Institute of Engineering &	B.Tech	IVth Year



	Technology	MBA	II nd Year
2.	KNGD Modi Engineering College	B.Tech	IVth Year
3.	Centre for Management Devlopement	PGDM	IInd Year
4.	Dr. K.N Modi Institute of Pharmaceutical Education & Research	Pharmacy	IVth Year

## 2. Responsibilities of Second Party

- (i) To provide students orientation with complete support from First Party so as to make the students interested in joining the Training program as given in the Annexures (Modules/courses). Annexures are the part of MOU.
- (ii) To provide 45 hours per student training to the students as mentioned in clause 1.
- (iii) To share trainer's profile for prior approval by First Party & Second Party cannot change trainers in between the training of a particular module/subject without prior consent from First Party.
- (iv) To provide the necessary Program instructions and exercise sheets in hard copy to the students & First Party
- (v) To arrange all equipment and multimedia enabled contents at their own cost for completion of the training programs.
- (vi) To depute minimum one Project head/coordinator to maintain documents, attendance records, coordinate time table etc. and to communicate and share the information, records, document etc. with Training Head of the Institute time to time.
- (vii) To conduct Programs in batches and evaluating the performance of the Students. During the time of projects the Observation and Monitoring part will be done by Team of Coordinators along with the Training head. Every session will be observed by one assigned coordinator whose responsibility is to monitor student strength along with topic coverage and no of hours delivered. The data will be generated by First Party on every day basis and will be compared with the data submitted by the Second Party. If attendance of a student is found be less than 30%, Second Party shall not be entitled for training fee against such student. The biometric and manual attendance of students to be considered while ascertaining the student's attendance.
- (viii) To provide following reports during and after completion of training programme:
  - A. Pre and Post Training Assessment

- B. Videography , Video CV
- C. Everyday Attendance
- D. Every day Program Coverage
- E. Weekly coverage
- F. Training Team & Trainers Profiles
- G. Information about any change in team with approval from First Party.
- H. Gap Analysis

However we shall conduct feedback analysis from our students undergone training.

- (Xi) To issue a certificate to students after successful completion of the Training Program with 75% and above attendance of students, within 10 working days.
- (x) To ensure that trainers are qualified to handle the training program as per the Program Standards and to impart adequate and practical knowledge to the students.
- (xi) If the attendance of students is found to be less than 30% , it will be called as bunk and class will be reschedule on other day as per convenient of both parties.
- (xii) To generate enough interest among students to minimize absenteeism of students.
- (xii) To proper take care, maintain and manage the equipments, facilities provided by the First Party to run Training Classes.

### 3. Responsibilities of First Party

- (i) To co-ordinate and provide full support to the Second party in completing the program successfully.
- (ii) To allot slots for training sessions before a week at least.
- (iii) To provide class rooms with all basic facilities in their own premises for the training program.
- (iv) To make sure no frequent changes in training slots given to Second Party.
- (v) To provide a coordinator who will support with the trainers of Second Party on administrative matters.
- (vi) The sessions that have been conducted would be verified in written, on each day of program, mutually by the facilitators of Second Party and Programme Co -Coordinator/Training Head of the Institute.






- (vii) Due to some reasons if it is not possible to complete the session on schedule days, make-up sessions could be conducted on some other mutually convenient day.
- (viii) Regular feedback would be provided by both parties to each other regarding the program progress. In case of any perceived deficiency in quality of services, remedial actions shall be taken immediately by both parties as mutually decided.
- (ix) To take proper student feedback after completion of every module.

4. **Program Duration:**

This agreement will come into effect on the date of signing of MOU and expire on One year, covering the anticipated term of the project. Agreement may be renewed with or without modification in existing MOU with the mutual consent of both parties.

5. **Financial Arrangements:**

First Party shall pay @ 1150 (inclusive all taxes) candidate/training module consisting of 45 hours only for 371 students who have been assessed and certified successfully by the Training Head of the Institute.

A. **First Disbursement of Payment:**

33% of total fees in advance before commencement of training.

B. **Second Disbursement of Payment:**

33% of total fees after the completion of 50% of training

C. **Third Disbursement of Payment:**

Balance 34% of total fees shall be transferred after successful delivery of total 45 hours of training and as mutually agreed terms & conditions as per MOU and within 15 working days from the date of receiving of invoice.

6. **Termination of MOU:**

- A. First party reserve the right to terminate this agreement by providing a one week notice in written. All due payments will need to be settled if termination is done properly by providing one week notice.
- B. First Party has right to terminate the MOU with immediate effects, in case of non-performance and non-compliance of terms & conditions of MOU.
- C. Second party may terminate the agreement by giving one week advance notice in written and Second Party shall refund the total amount paid by First party and along with 25% of the total training project cost as penalty.

D. In case of non payment as per agreed terms, Second Party may terminate the MOU by giving one month advance notice.

7. **Confidentiality:**

Both parties agree that it will keep confidential and shall not disclose to any third Person any information, records, documents, reports, data, details of students, education delivery contents etc. with respect to the Training Programme and the Services.

8. **Taxes and Duties:**


Unless otherwise specified in the MOU, the Second Party shall pay all such taxes, TDS, duties, fees and other impositions as may be levied under the Applicable Laws and the First Party shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

9. **Arbitration:**

All disputes and differences arising out this agreement what so ever shall be referred to sole arbitration, appointed with the mutual consent of both the parties, the award of such arbitrator shall be final and binding on both parties.


The above said terms and conditions are agreed and understood by both parties and are binding on both parties. The terms of this agreement shall be effective the day and year first here in above written at Modi Nagar.

For and on behalf of First Party

  
Ved Prakash Gupta

(Authorized Representative)

For and on behalf of Second Party



(Authorized Representative)

Abhishek Agarwal  
Adwait

Witnesses:

1. Name: Dr Deepankar Sharma

Signature: 

2. Name: Anshu Prakash

Signature: 