

Format of Agreement
(on Rs. 100/- stamp paper)

This Agreement is entered into on this day of, between: **National Institute of Electronics and Information Technology (NIELIT) Haridwar**, located at 2nd Floor, Government Polytechnic Building, Plot No. 6C, Sector-11, SIDCUL, Haridwar, Uttarakhand - 249403 (referred to as the "FIRST PARTY," including its successors and assignees), represented by its Director on the ONE PART;

AND

The <.....Training Partner.....> (hereinafter referred to as **SECOND PARTY** which expression shall include its successors and assignees) and represented by authorized signatory Mr XXX, Head /Director on the **OTHER PART**;

WHEREAS **FIRST PARTY** sought support for facilitating (including mobilization of candidates or conducting or providing infrastructure support) for training programs of FIRST PARTY and whereas the SECOND PARTY shown interest to provide the same.

AND WHEREAS **FIRST PARTY** awards the contract for the said facilitation support to SECOND PARTY, after due process of examining the capacity and capability of SECOND PARTY.

WHEREAS **FIRST PARTY** and **SECOND PARTY** desire to mutually associate with each other to commence the facilitation for mutually decided courses through its CENTRES spread in different parts of the State.

Now it is hereby agreed by and between the two parties hereto as follows:

1.SCOPE: The **SECOND PARTY** shall conduct (for **non-NSQF aligned courses**, including candidate mobilization) and/or facilitate (for **both NSQF-aligned and non-NSQF aligned courses**, including candidate mobilization and providing infrastructure support) training programs in mutually decided courses through its selected centers.

SECOND PARTY will ensure the availability of necessary infrastructure and or qualified, trained and certified faculty suitable for conducting the respective training programs as applicable.

2.OBLIGATION OF SECOND PARTY:

2.1. SECOND PARTY proposing to conduct (non NSQF aligned) /facilitate (both

aligned and non-aligned) training program shall furnish an undertaking that it fulfills all the necessary requirements in terms of infrastructure, hardware, software, faculty etc. for conducting/facilitating the training programs and shall allow the **FIRST PARTY** personnel or its representatives for inspections of the training centre, if they so desire.

- 2.2.** The **SECOND PARTY** shall mandatorily undertake the offline and/or online registration of candidates, as per the directions and guidelines issued by the NIELIT Haridwar. Additionally, the **SECOND PARTY** shall be responsible for promptly sharing the details of all mobilized candidates with the **FIRST PARTY** for effective database management and batch creation in the LMS.
- 2.3.** Furthermore, the **SECOND PARTY** shall ensure the verification and safe maintenance of all relevant candidate documents, including but not limited to educational qualifications, caste certificates, and any other documents as required under the specific course guidelines. These documents may be asked and retained by **FIRST PARTY** as felt necessary and as per course requirements.
- 2.4.** If the training is not carried out to the satisfaction of **FIRST PARTY**/end user and if the behavior or character or conduct of the personnel engaged by the **SECOND PARTY** are found to be unsatisfactory at any time during the period of operation of the contract, **FIRST PARTY** reserves the right to terminate the contract with one month's notice and if the contract is so terminated the **SECOND PARTY** shall not have any claim whatsoever for compensation for the remaining period of contract.

Clauses 2.5 to 2.11 applicable only for the Conduct of non-NSQF aligned training programs

- 2.5.** **SECOND PARTY** shall monitor and coordinate the training programs conducted through its training centre and ensure that the training programs are conducted as per the syllabus provided by **FIRST PARTY**.
- 2.6.** **SECOND PARTY** shall ensure that the persons employed for training is a NIELIT certified faculty for the said training and possess the minimum essential qualification(s) to ensure quality of the program.
- 2.7.** **SECOND PARTY** shall carry out the publicity of the courses for wider coverage in the state, at its own.
- 2.8.** **SECOND PARTY** will ensure the quality of the training program by implementing a Two-Tier Evaluation Process: (1) Continuous evaluation by means of Assignments & quizzes and (2) Final Evaluation by **FIRST PARTY**.
- 2.9.** **SECOND PARTY** will nominate at least 2 faculty members for each course for

Master Training to be conducted by FIRST PARTY.

- 2.10.** Master Training of typically 30-40 hours will be conducted by **FIRST PARTY** at a nominal cost at Common Norms rate per candidate per course. Presently common norms rate is Rs. 46.20/- per hour for IT courses and Rs. 53.90/- per hour for Electronics courses.
- 2.11.** Master Training will be in Online Mode.
- 2.12.** **SECOND PARTY** will support for the online assessment of their candidates, if required.
- 2.13.** **SECOND PARTY** shall tie-up with the local industries for providing placement assistance for the candidates.
- 2.14.** **SECOND PARTY** shall provide any other reports or information required by FIRST PARTY in connection with this training program.
- 2.15.** **SECOND PARTY** shall nominate a Nodal Co-Ordinator/ authorized contact person.
- 2.16.** **SECOND PARTY** shall not sub-contract the whole or part of the contract or assign the contract or any part thereof to any other Third Party.
- 2.17.** **SECOND PARTY** shall apply for any of the following within one month of signing this agreement or before start of the training for each Centre separately where SECOND PARTY wants to conduct training programs under the ambit of this agreement:
- a) Accreditation for O/A/B/C Level from NIELIT
 - b) Facilitation for Digital Literacy Courses (ACC/BCC/CCC/CCCP/ECC) from NIELIT
 - c) Accreditation for any one (or more) NSQF aligned courses from NIELIT

3.OBLIGATION OF FIRST PARTY:

- 3.1.** **FIRST PARTY** shall provide master training including LMS usage to 2 faculty of SECOND PARTY for each course at common norms rate in online mode.
- 3.2.** **FIRST PARTY** will monitor the candidate registration process, whether conducted offline, online, or through biometric means, and shall be responsible for issuing instructions for its proper implementation.
- 3.3.** **FIRST PARTY** shall coordinate the selection of the candidates based on the

applications received and the candidates will be allocated to the training centre of SECOND PARTY which has mobilized the candidates.

3.4. FIRST PARTY will create batch for candidates on LMS.

3.5. FIRST PARTY will provide LMS access to candidates and certified faculty for conducting the selected courses.

3.6. FIRST PARTY will finalize e-content in the form of PPTs and pdf files, quizzes and assignments to certified faculty of SECOND PARTY accessible through the LMS or any other mode as decided by FIRST PARTY.

3.7. The FIRST PARTY shall finalize the entire examination process, including exam form filling, determination of the mode of examination, and the method of certificate issuance.

3.8. FIRST PARTY will maintain database of candidates trained under the scheme.

3.9. FIRST PARTY will update syllabus as per industry requirements from time to time.

3.10. The FIRST PARTY shall pay training fee share to the SECOND PARTY as under:

- a) **For conduct of Non-NSQF aligned training programs:** 75% of the training Fee
- b) **For Facilitation of NSQF aligned and Non-aligned programs:** 25% of the training fee
- c) **In the Programs where specialized hardware, software, and faculty are required:** The amount may be mutually agreed upon through a separate agreement.

3.11. Payment Terms and Conditions:

- a) The payment shall be made upon the successful completion of the training program and submission of the invoice along with all required supporting documents by SECOND PARTY to FIRST PARTY.
- b) In case the SECOND PARTY raises an invoice with GST, the corresponding GST amount will also be paid by the FIRST PARTY.
- c) TDS, as applicable shall be deducted as per Govt. norms.
- d) In case of sponsored programs:
 - i. If payment is received by the FIRST PARTY from the end user in advance: FIRST PARTY may release the amount to the SECOND PARTY in following phases:

- 50% of advance or 50% of training fee share, whichever is lower, at the start to mobilize the training, and
 - 30% of advance or 30% of training fee share, whichever is lower, after completion of the training program, and
 - The remaining 20% of training fee share after successful certification of the candidates and receipt of the full amount from the sponsoring agency/department, whichever is later.
- ii. If payment is received by the FIRST PARTY from the end user after the completion of training: FIRST PARTY may release the training fee share to the SECOND PARTY after successful certification of the candidates and receipt of the full amount from the sponsoring agency/department, whichever is later.
- e) In case of release of the advance to SECOND PARTY as mentioned in point 'd' above, a bank guarantee or FD of 5% of advance amount shall be submitted by SECOND PARTY to FIRST PARTY before release of advance. The validity of BG shall be for a period of 30 days beyond the expected date of completion of the training or as per mutual consent of both the parties.
- f) In projects with specific requirements, the payment terms mentioned in point 'd' & 'e' above may be amended depending upon the nature of the project/training on mutual consent of both the parties.

4. IPR Clause

Any and all intellectual property created solely in relation to or arising out of this MoU, by NIELIT Haridwar during the validity of MoU, or prior to the MoU, or after the termination of MoU shall be under the sole and exclusive ownership of NIELIT Haridwar. Ownership of any and all intellectual property created /developed through collaborations under this MoU will be determined between parties through mutual consultation and recorded in writing as an addendum/ amendment/ agreement separately on a case-to-case basis prior to starting of work.

5. Tenure /Renewal of the Agreement

This agreement shall come into force when duly signed by the representatives of both the parties and shall be valid for a period of **Two Years** from the date of such signing. On the expiry of Two years, parties hereto shall be entitled to renew by mutual consent on such terms as may be then agreed upon. If not renewed, **SECOND PARTY** shall be entitled to stop conducting/facilitating the training program for the candidates. Before such action, both the parties shall ensure that the Courses already started are fully completed, examination conducted, and certificates issued.

6. Breach of Terms of this Agreement

If either party commits breach of any of the terms of this agreement, the other party may

bring the fact of breach to the notice of the former and the former shall immediately take steps to rectify the breach and in case the PARTY fails to do so and the breach continues for a period of 1 Month, the aggrieved party may treat this agreement as repudiated by the other party and forthwith serve a notice of termination and the aggrieved party will have the right to claim from the other party the damages in respect of losses already sustained by the PARTY for the unexpired period of the agreement on account of such termination of the agreement. The agreement will automatically be terminated within 1 month after the receipt of such notice, subject to the liability and arbitration clause.

In case of any such termination of this agreement, in the middle of a Course, which has already been started, both the parties should take sufficient steps so as to complete the Course, already started. Termination of the agreement should be implemented in such a way that the future of the students/trainees is not affected by the termination. In case of such termination of the agreement, both the parties shall ensure that the Courses already started are fully completed, examination conducted, and certificates issued.

7.Termination of contract

The contract is liable to be terminated by either side on one month's notice.

If the **SECOND PARTY** (a) abandons the contract or has failed to proceed with the work or does not adhere to the committed schedules or technological requirements due to negligence or the progress on any particular item or items is slow (b) has failed to execute the work in accordance with the terms and conditions of the contract, (c) is persistently or frequently neglecting to carry out their obligation under the contract, then **FIRST PARTY** shall be competent to terminate the contract unilaterally at its discretion at any time without notice and without paying any compensation or any other amounts and to proceed with the balance of the work through any other agencies and the **SECOND PARTY** is liable to compensate **FIRST PARTY** for losses incurred by it in such cases.

8.Jurisdiction

This Agreement shall be governed by the Laws of Indian Union in force. Both the parties here in agree that all disputes between them shall be subject to the jurisdiction of courts in Haridwar district.

9.Arbitration or Mediation

Any dispute arising between the parties if not resolved between them shall be referred after mutual consent of both the parties to an arbitrator or mediator. The selection of the arbitrator shall be decided by the above parties mutually.

In case of termination of this agreement, in the middle of a Course, which has already been started, both the parties should take sufficient steps so as to complete the Course, already started. Termination of the agreement should be implemented in such a way that the future of the students/trainees is not affected by the termination. In case of such termination of the

agreement, both the parties shall ensure that the Courses already started are fully completed, examination conducted, and certificates issued.

10. Modifications

The modifications in the Agreement can be done with the mutual consent of both the parties but strictly in line with the scheme guidelines.

The application, submitted documents by **SECOND PARTY to FIRST PARTY** also form part and parcel of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in duplicate on the day and the year first above written.

AGREED:

For and on Behalf of FIRST PARTY (Signature & Stamp of Authorized Signatory of NIELIT-HARIDWAR) Name: Designation:	For and on Behalf of SECOND PARTY (Signature & Stamp of Authorized Signatory of) Name: Designation:
Witness 1: Signature: Name & Designation:	Witness 2: Signature: Name & Designation: