



తెలంగాణ తెలంగాణ TELANGANA
S.No... 1703... Date... 26/2/2021... Value... 100/-
Sold to... D.N.V. Rammanna SWNH Sitarappa
R/o... Hyderabad... Sarmam
For whom... JNTU.H. College Engineering Jagtial
AA 703114
SIDDAM RAJASHEKAR
Licenced Stamp Vendor
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R.L.No.2005-001/2021
Court Building, JAGTIAL
Pin: 505327. Cell: 9247584603

MEMORANDUM OF AGREEMENT

For Skill Development in Electronics System Design and Manufacturing (ESDM) Sector in the state of Telangana

Between

Telangana Academy for Skill & Knowledge (TASK)

Govt. of Telangana State

And

JNTUH COLLEGE OF ENGINEERING, JAGTIAL



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into on this 27th day of the **February 2021** between Telangana Academy for Skill & Knowledge (TASK), a Society set up by the Government of Telangana State, acting as State Implementation Agency (SIA) for Skill Development in Electronics System Design and Manufacturing (ESDM) program having its Head Office located at 1st Floor, Ashoka Raghupathi Chambers, Begumpet, SP Road Secunderabad 500016, represented by its CEO, Shri.Shrikant Sinha, hereinafter called '**The First Party**'.

And

JNTUH College of Engineering Jagtial, is a constituent college of JNTUH - Hyderabad at Nachupally village, Kodimial Mandal, Jagtial Dist. Telangana State - 505 501 represented by its authorized person **Dr.N.V.Ramana**, **Principal** empaneled with Electronics Sector Skill Council hereinafter called '**The Second Party**'

The expressions "First Party" and "Second Party" shall, unless repugnant to the context or meaning thereof, include its administrators, executors, nominees, successors and assigns.

The First Party and the Second Party are collectively referred to as the 'Parties' and severally as the Party.

WHEREAS

- A. The First Party, is a Society set up by the Government of Telangana State, under the Telangana Public Societies Act 1350 F and acting as State Implementation Agency (SIA) for Skill Development in Electronics System Design and Manufacturing (ESDM) program with the objective of providing an asset to the Unemployed youth in the form of skills for sustainable livelihood to increase income through structured, market oriented certified courses by providing salaried employment and/ or Self employment opportunities through various partnerships and industry tie-ups and also to ensure inclusive growth with increased contribution of skilled urban poor to the National Economy.
- B. The First Party works in a public-private partnership mode where government, private sector professionals and urban community are stakeholders. One of the important models adopted by the First Party in achieving its objectives is to provide salaried/self-employment opportunities to the Unemployed youth by implementing ESDM program conducted through Skill Training Providers empanelled by NSDC/SSC.
- C. Second Party is JNTUH College of Engineering Jagtial (JNTUHCEJ) was established in the year 2007 as a constituent college of Jawaharlal Nehru Technological University Hyderabad. The college is recognized by UGC under Section 2(f) & 12 (B) of the UGC Act, 1956. Three UG programmes are accredited by NBA (Accredited Programmes - UG : EEE, ME, CSE)

JNTUHCEJ started functioning with five Under Graduate Programs viz., EEE, ECE, CSE, IT & ME with intake of 60 in each program. Students take admissions to UG programs through EAMCET only. Since 2011, the college is offering five Post Graduate Programs viz., EPS in EEE, ED in ME, DSCE in ECE, CSE and IT with an intake of 18 in each PG branch. Total number of intake per annum in UG is 300 and in PG is 90.



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College is having well equipped, state of art laboratories in all the departments, about 180 CC cameras for security, Biometric entry/exit system for hostel students, one male and one female well qualified doctors are available in dispensary, about 50 security staff is working in the campus, auditorium with capacity of 250 seats, open auditorium, RO drinking water system and supply from Mission Bhagiratha, bus facility for the students from Karimnagar, Ambulance, Bank, ATM, Sports grounds, Solar street lights, Gym in hostels, and a 24x7 computer Lab.

The institution has sufficient infrastructural facilities for conducting vocational/ certificate programmes.

- D. It has been the concern of the Parties to develop the human resources by way of imparting vocational training as per the existing demand of the industry and create avenues for suitable livelihoods and expanding universe of knowledge to produce world-class workforce.
- E. To implement the ESDM programme the First Party selects the 'Skill Training Providers/Institutions' who are already empanelled by TSSC/ESSCI/ NIELIT. The Second Party is one of the respondents who have submitted the proposals with requisite technical and financial qualifications. After due scrutiny of the proposals received, the Second Party has been selected for the specific sector/s as will be specified in the work order.
- F. In pursuance thereof, the Parties have agreed to enter into this Agreement.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. GENERAL - Definitions and Interpretation

a. Definitions:

- i. **"Agreement"** means this Agreement, together with all the Annexes;
- ii. **"Applicable Laws"** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- iii. **"Confidential Information"** shall have the meaning set forth in **Clause 10;**
- iv. **"Dispute"** shall have the meaning set forth in **Clause 15;**
- v. **"Effective Date"** means the date of this Agreement
- vi. **"Government"** means the Government of India or the Government of Telangana State as the context requires.
- vii. **"INR, Re. or ₹."** means the official currency of Republic of India
- viii. **"Personnel"** mean persons hired by the Second Party for performance of specific services.
- ix. **"Service/s"** means the job/work to be performed by the Second Party pursuant to this Agreement, and work orders issued by the First Party from time to time;
- x. **"Training Fees"** shall have the meaning set forth in Clause 3.1.
- xi. **"Third Party"** means any person or entity selected by the First Party for providing certain services under this Agreement as contingencies require.
- xii. **"Work order/s"** shall mean the letter issued by the First Party to the Second Party to commence the works as will be specified therein in terms of this Agreement.

The words and expressions not defined herein shall, unless the context otherwise requires, have the meaning assigned to them if any, mentioned in the



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work orders issued by the **First Party**, shall apply and be binding on the **Second Party**.

- c. While the following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement, they are to be taken as mutually explanatory to each other. However, in the event of any conflict between them, the order of precedence of the documents shall be in the order set out below:

- This Agreement Including its Annexure and Schedules
- Work order/s issued by the First Party.

Any Annexure or Appendix or Schedule that forms part of the Agreement is not available at the time of execution of this Agreement, the same shall be added later duly signed by the Parties.

- d. If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other in each instance and resolve such doubts in good faith.
- e. The Table of contents, headings or sub-headings in this Agreement is for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.
- f. Notwithstanding anything contained herein, if action or modification is necessitated as a result of any Government norm/s, rules and/or regulations, the same shall be honored and implemented by the Parties and such action/modification does not require any mutual consent for its implementation.
- g. Certain provisions are repeated under general clauses and also under specific headings and sub-headings carrying same contents and meaning and they must be understood construed accordingly.

2. Terms of Reference

2.1 Scope of services:

- a. The services to be performed by First Party shall be as under:
- To sign a MOA with MeitY and be the single point contact on behalf of the State Government w.r.t. implementation of the scheme.
 - To sign a MOA with Training/ Skilling partners, detailed modalities of the MOA will be worked out with training partners.
 - To liaise with the training /skilling partner (both government as well as private including ITIs/Polytechnic/Non-Engineering & Engineering, other state level institutions etc.) duly identified / recognized/ accredited by SSCs.
 - To facilitate sharing of resources already available – Workshops, labs need to be set up in training institutes.
 - To liaise, interact and coordinate with Govt. training / educational institutions/ schools for working out collaboration with the identified training/skilling agencies/institutions so as to ensure that their students join these training programs.



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- vi. To liaise, interact and coordinate with respective employment exchanges to work out a mechanism for enrolment of unemployed youth in these training programs.
- vii. To liaise, interact and coordinate with the proposed EMC partners/stakeholders in their respective states/UTs to ensure dovetailing of this scheme with EMCs.
- viii. To create a placement mechanism for liaising, interacting and coordinating with the prospective employers for ensuring placement of the trained/skilled candidates.

b. The services to be performed by the Second Party shall be as under:

- i. Undertaking market scanning to assess employment potential and tying-up for Placements in reputed Industries prior to starting the batches to be trained.
- ii. Structuring the required training & skill upgradation inputs based on standards approved by First Party and as per requirement of the industry.
- iii. Maintaining the sources required for training & skill upgradation in adequate quantity.
- iv. Setting up own centers with prescribed infrastructure.
- v. Imparting training in the identified employment areas as per the agreement.
- vi. Ensuring the quality in the training as per the required standards and specifications with minimum quantifiable guaranteed skills as per the course delivered.
- vii. Undertaking regular assessments during training and updation in the First Party's software.
- viii. Coordinating with potential employers and industrial networking for Placement.
- ix. Providing placements for the trained youth.
- x. Maintain record of information like appointment letter, pay package / remuneration etc of the candidates provided with wage employment and submit to First Party.
- xi. Placement of trained youth with special focus on Women, SC, ST, Minorities & EWS.
- xii. Develop and maintain online Management Information System (MIS) for recording information of all candidates including contact details, bank account details, status of assessment and certification, status of placement etc., on website.

c. **Training Capacity & work orders**

- i. The Second Party shall provide services to the First Party from the Approved list of ESDM courses.
- ii. A training plan shall be submitted on a yearly basis indicating the tentative number of youths to be trained and placed District wise, sector-wise and course-wise.
- iii. Fixation of District-wise Targets shall be done at the discretion of First Party on submission of centre-wise training calendar for all the Courses.



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- iv. Work orders will be issued to the Second Party based on the performance of the Second Party which will be measured in terms of **Quality of Training** and **Placements** and based on the capacity of the training centers with the Second Party from time to time.
- v. The Second Party shall comply with and confirm the Training Programme Content as approved by the First Party.

d. Training & Placement process:

The Second Party shall follow the following process to ensure that the Scope of Service specified above is carried out:

The First Party shall issue work orders after considering the request submitted by the Second Party with respect to its Training Capacity. The First Party shall provide the work order/s and Course wise targets to the Second Party for providing the Service.

- i. The Second Party shall set up the training center with necessary infrastructure, trainers and relevant equipment in place before start of the training Program.
- ii. The Second Party should conduct training in its **own centers** and **no franchise is allowed**.
- iii. The trainers should be suitably qualified with relevant experience and should undergo ToT.
- iv. The Second Party shall put in place a dedicated and qualified Training Coordinator and his/her contact details shall be uploaded in the portal.
- v. The Second Party shall identify placements for the trainees and communicate the same to the First Party for approval before freezing the batch for inception.
- vi. The Second Party shall provide training to the youth in the identified employment areas, and shall ensure minimum 75% attendance and participation of the youth in the Training Programme.
- vii. Meeting with parents should be arranged by the Second Party thrice (before selection, during training & at the time of placement)
- viii. Duration of all courses should range from 200 hrs to 400 hrs, could be imparted in part-time or full-time mode.
- ix. The Second Party shall provide (a) Soft skills, basic communication skills (in English), basic computer skills (b) personality & career development etc., and (c) Orientation and awareness on various aspects of financial literacy i.e. savings, credit, subsidy, remittance, insurance etc.
- x. The soft skills training should be for minimum **one hour per day**.
- xi. ID cards, Timetable and Training material to be handed over to the trainees at the commencement of the training.
- xii. Bio-metric attendance to be maintained and submitted to the First party on a regular basis.
- xiii. Day wise Session plan to be displayed at the center.
- xiv. The Second Party should ensure that the candidates are qualified in the assessment.



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- xv. Industry interface to be provided by facilitating guest lectures from the employers and arranging exposure visits.
- xvi. Trainees should be readied for the interviews by conducting mock-interviews, preparation of Resumes before sending for the placements.
- xvii. The Second Party shall ensure that placements are provided to the trainees after the completion of the training successfully with assured monthly salary as per the minimum wages act and industry standards.

e. Infrastructure

- i. The Second Party shall ensure that all the training centers are well equipped with all basic infrastructure required for providing quality training. The training centre proposed shall be completely dedicated to the First Party.
- ii. The Second Party shall ensure that the minimum IT Infrastructure specified in **as per table 2, Appendix-I** should be available with all the Training Centers.
- iii. The Second Party shall ensure that the minimum course wise tool kit as per Course requirement be available in the Training Center.
- iv. Separate wash rooms for girls and boys, Training hall with 30 chair capacity, 3-phase power, white board, ventilation, fans, purified water, first aid kit and fire extinguisher should be provided in the center.
- v. The Second Party should ensure that every training centre should have Name Board which specifies that it is a First Party training centre. Further, Stickers, Posters and any other information to be displayed as desired by the First Party.
- vi. The Second Party should ensure the cleanliness of the training centers during the training period and no material of explosive nature is kept.
- vii. The Second Party shall ensure that for any electronics related courses / Industrial Sewing machine operator course, and other courses training centre capacity is calculated on the basis of trainees and it should be 1:2. Further, The Second Party shall ensure that every trainee in its Lab shall acquire required skills without fail. However, the said ratio may be modified by the First Party as per the exigencies.

f. Target beneficiaries

- i. All levels of beneficiaries who in-turns become technologically trained workforce as per scheme detailed below:
 - 1.L1-L2: Unskilled i.e. VIII passed or IX-X std.
 - 2.L3: Semi Skilled i.e. ITI pass
 - 3.L4: Supervisor i.e.10 + ITI,12th pass and other Graduates(non-Science)
 - 4. L5: Master Technician i.e. Post Diploma, BSc & B.Tech (only selected job roles)
- ii. Reservation of Seats:40% for SC/ST & EWS*(SC-15%; ST-7.5%; EWS-17.5%)

*Criteria for EWS: An amount of Rs. 2.0 lakhs per annum as Parental Income from all sources be adopted as a ceiling for selecting the candidates from EWS section along with adoption of 'merit-cum-means'.



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- iii. In case sufficient number of students is not available under a particular category mentioned above, the vacant seats will be filled from other reserved category candidates. In case, all the reserved seats are not filled, candidates from general categories will be considered for the courses based on prior approval from First Party.

g. Training

- i. The Second Party shall ensure that training programmes are conducted compulsorily for the stipulated period of 200 hrs to 400 hrs. Further the Second Party shall ensure that:
- The Trainers & field staff of the Second Party should undergo Train the Trainer and become certified trainers by relevant Sector skill council.
 - The classroom strength shall not exceed 40 to facilitate effective training.
 - Trainees shall be assessed as per the curriculum and graded.
 - Trainers to train counsel and mentor the trainees as per the guidelines of the programme.
 - The trainees who are lagging behind should be given special attention.
 - The printed training material for each course shall be provided to the trainee from the commencement of training.
 - The day wise, hour wise schedule shall be adhered to.
- ii. The Second Party shall provide extensive training in ESDM specified courses in technical skills (both theory and practical), Communication skills, Exposure to concerned industries / organizations make the trainees work-ready which makes the trainee employable with minimum guaranteed skills as agreed upon and prescribed in the work order.
- iii. The Second Party shall monitor and review the program components to assess quality of delivery and learning achievement once every 7 days in the form of assignments, tests, group discussion, demonstration work, industry faculty assessment etc.
- iv. The Second Party shall ensure that the Youth receive hands-on practice in their Lab for a minimum of 70% time of training and 30% time should be class room (Theoretical)
- v. The Second Party shall ensure parents meeting during the course.
- vi. The Second Party shall ensure that the trainees shall complete the training successfully. Lesson planner/ Day planner needs to be maintained and updated continuously for each batch. In case First Party introduces online planner through its software the Second Party shall also update the planner and status regularly in software.

h. Attendance

- i. The daily attendance shall be monitored on bio-metric attendance system apart from manual attendance.
- ii. Attendance shall be taken daily. Manual registers shall also be maintained simultaneously by the Second Party. However, only bio-metric attendance would be considered for releasing payments.
- iii. The Second Party shall ensure that all the bio-metric machines are in sync. The Second Party shall immediately notify the First Party and their respective vendor for non-updating of attendance due to any technical problem.



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- iv. The Second Party shall ensure/comply that there will not be any forgery/proxy attendance which will be viewed seriously by First Party and necessary action will be taken against Second Party under this Agreement and the law as well.

i. Course curriculum

The scheme is proposed to facilitate all kinds of non-formal skill-oriented courses that could go on evolving as per industry requirement as per the following broad parameters.

- i. Designed evolved recognized by Sector Skill Council.
- ii. Standard courses conducted by it is, other Govt training institutions could also be included
- iii. Courses are to be in line with National Vocational Education Qualifications Framework (NVEQF- announced by Ministry of HRD) at various levels (i.e. up to Level 5) in a modular way (and later to National Skill Qualifications Framework NSQF as and when the same is available).
- iv. Duration of courses could range from 200 hrs to 400 hrs.
- v. Could be imparted in part-time or full-time mode.
- vi. Course fee could be arrived at depending on no. of hours, level of expertise involved and type of investment required for creating training infrastructure, labs, etc.
- vii. All courses to follow a uniform training process prescribed by SSC
- viii. All candidates trained by the Second Party to acquire certificate by SSC to become eligible for financial assistance.
- ix. The Second Party shall impart the training as per the curriculum and quality standards will be monitored on a regular basis by the First Party.
- x. Soft skills content is mandatory requirement of all courses. It should constitute one hour per day.

j. Placements

- i. The Second Party must aim to place the trained youth in sectors relevant to the training imparted with good emoluments/pay package as per minimum wages act and industrial standards.
- ii. The Second Party shall maintain the database of each candidate being trained in specified trade / skill, placed beneficiary with the Name of Employer, contact number, salary and designation of the trained youth and the same needs to be shared with First Party.

k. Third Party Certification

- i. The First Party through an SSC will conduct assessment of all the trained candidates at the end of the training period. The Second Party shall comply with all the certification norms and should work in coordination with certifying agency during assessment.
- ii. The First Party informs the SSC about the completed batches and to commence the assessment for the batch. SSC provides work order to the suitable certifying agency to do the assessment and informs the same to the Second Party.



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- iii. As and when the candidates complete the training and are ready to undergo assessment, the Training Partner (TP) shall inform the allotted Certification Agency with details of number of candidates to be assessed, trades to be assessed and location of the training center.
- iv. The Certification Agency should ensure assessment and declaration of results, issue of certificates within 10 days of receipt of the request from the TP.
- v. Financial assistance for 100% Registration cum Certification fee (including examination fee for theory, practical and project evaluation) per candidate who appears in the exam (for the first time) to be reimbursed to SSC recognized TP.

k. The Second Party's Personnel

- i. The Second Party should have adequate training staff for conducting the ESDM programme awarded by the First Party. The Parties understand, admit and acknowledge that the personnel engaged by the Second Party shall not be the employees of the First Party and there shall not be any Employer-Employee relationship between such personnel.
- ii. The Second Party shall put in place a dedicated training centre coordinator for each training centre who will be the point of contact for that training centre.
- iii. The Second Party shall ensure that the trainers & faculty members at all their training centers shall have ID Cards and the trainers & faculty members mark their attendance through the bio-metric system at the Centre.
- iv. The Second Party shall ensure that the trainers are given ToT at regular intervals.

m. Location

The Services shall be performed at the locations in the state in accordance with work orders issued by the First Party, representative of First Party pursuant to this Agreement.

n. Delays:

The Second Party shall proactively do all the timely coordination with the First Party to ensure timely completion on its part. The Second Party shall also provide to the First Party all the necessary data required for expeditious decision making. If the services are impeded or delayed in spite of best efforts by the Second Party, suitable time extension may be considered by the First Party provided First Party is satisfied/ convinced about the reasons given by the Second Party.



3. PAYMENT

3.1 Course Fee and Financial Assistance

Particulars	Course Fee in Rs. Service/Manufacturing	Registration cum Certification Fee in Rs
L1, L2 level	8000/ 9340	762
L3 level	12000/14010	1210
L4 level	14000/ 16345	1815
L5 level	16000/18680	1905

- Assistance of 75% of Course fee for students belonging to General category. 25% of course fee to be paid by candidate/TP or jointly.
- Assistance of 100% course fee for students belonging to SC/ST/EWS.
- Assistance for 100% Registration cum Certification fee (including examination fee for theory, practical and project evaluation) per candidate who appears in the exam (for the first time) to be reimbursed to NIELIT/ SSC recognized agency.
- Placement assistance to be provided only after a candidate clears a certification exam.

3.2 Training Fees

- The First Party shall pay the Second Party training fee at the agreed rates for each course as detailed above in **3.1 Course Fee and Financial Assistance** subject to the terms and conditions of this agreement and work order issued by the First Party for the respective training program.
- The First Party shall pay training fee to the Second Party in Two tranches in the following manner:
 - First Tranche: 80% of training fee would be released after completion of training, assessemnt and certification for those who pass the assessemnt.
 - Second Tranche: Balance 20% of the training fee would be released after completion of placement and 3 months of work. (100% reimbursement for 70% or above placement and as per ESDM scheme guideline on pro-data basis for less than 70% placement)

3.2 Documents requirement for payment:

The Second Party shall furnish the following documents along with Invoice/ bill for release of payments as specified below:

For First Tranche payment (Training & Assessment):

- Signed MOA copy between First party and Second Party.
- List of candidates,
- Batch completion photo,
- Assessment photo,
- Attendance sheet of training & assessment
- Certificate from Assessment agency. These documents should be duly attested by the Second Party.



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For Second Tranche payment (Placement): 1. List of placed candidates 2. Confirmation letter/ Appointment letter, 3. Salary details/Pay slips from the employer. These documents should duly countersigned by the Second Party.

4. COMMENCEMENT AND COMPLETION

a. Tenure of Agreement

This Agreement shall come into force from the date of this Agreement (the "Effective Date") and shall be valid for TWO years from the date of agreement unless determined earlier.

b. Commencement of Services

The Second Party shall commence its performance of Service within a period of 7 (seven) days from the receipt of work orders, unless otherwise agreed by the Parties. The First Party will issue the work order after due verification of various parameters of training centers and with infrastructure facilities.

6. RIGHTS AND OBLIGATIONS

The mutual rights and obligations of the Parties shall be as stipulated in the Agreement, and in particular:

- a. Second Party shall train and provide placements to the identified urban unemployed youth in the different districts of the State under the Training Programme prescribed by the First Party in accordance with the provisions of the Agreement; and
- b. Standards of Performance by the Second Party - The Second Party shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate training methodology, materials and methods. The Second Party shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the First Party, and shall at all times support and safeguard the First Party's legitimate interests in any dealings with Third Parties.
- c. The Second Party shall at all times during the currency of the Agreement undertake to conform to and comply with all relevant laws, rules and regulations.
- d. The First Party shall make payments to the Second Party in accordance with the provisions of the Agreement.

7. Force Majeure (FM) Event

- a. The Parties shall not be liable to each other for failure or delay in the performance of any of its obligations under this Agreement for the time and to the extent such failure or delay is caused by riots, civil commotion, wars, hostilities between nations, government laws, orders regulations, embargos, action by the government(s) or any agency thereof act of God, storms, fires, accidents, strikes, sabotages, explosions, or other similar or different categories beyond the reasonable control of the respective parties to this Agreement.



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- b. In the event that either party is wholly or in part, prevented from or hindered in carrying out or observing any of the terms or conditions of this Agreement for any cause set forth hereinabove which continued for more than 7 (seven) continuous days, such party shall give written notice to the other party by the most expeditious means as soon as possible after the occurrence of the Force Majeure Event relied on, giving full particulars of the reason for such prevention or hindrances, and the party shall in good faith consult each other and take necessary measures for the resolution of the affairs so prevented or hindered during a period of 60 days to resolve the issue. Where the effected Party is unable to resume the works and unable to resolve the said issues, may terminate the Agreement with a 7 (seven) days prior notice to the other Party in which case, subject to recovery of any penalties or other dues the Guarantee shall be returned by the First Party.

8. TERMINATION AND CONSEQUENCES

8.1 Termination

Subject to the other provisions of the Agreement, either Party may terminate the Agreement as provided below.

a. First Party may terminate this agreement by written notice of not less than 7 days to the Second Party, on the occurrence of any of the events specified below.

- i. If Second Party does not remedy a failure in the performance of its obligations under this Agreement, within 10 days of receipt after being notified or within such further period as First Party may have subsequently approved in writing;
- ii. If Second Party become insolvent or bankrupt.
- iii. If the Second Party commits a breach on the representation and warranties as provided hereinafter or is found to engage in any prohibited practices or has committed Fraud or is involved in corrupt Practices specified in this agreement
- iv. If any criminal proceedings are initiated against the Second Party by any courts in the country.
- v. Any other breach of the terms under this Agreement by the Second Party.

b. Termination by Second Party

The Second Party may terminate this Agreement, by not less than 30 days written notice to First Party, provided such notice is given after the occurrence of any of the events specified below.

- i. If First Party fails to pay the fees due to the Second Party pursuant to this agreement and not subject to dispute pursuant this agreement within 60 days (sixty days) after receiving written notice from Second Party that such Payment is overdue; or
- ii. If the First Party fails to discharges its other obligations under this agreement.

8.2 Payment upon Termination

Upon termination of this Agreement by either Party, the First Party shall pay professional fee as per the agreed terms for services under any outstanding work orders satisfactorily performed prior to the effective date of termination deducting the amounts due from the Second Party.



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8.3 No Objection

On termination of this agreement, the First Party shall have the right and the Second Party should not have any objection to the First Party appointing a Third Party to complete the services to be performed under the scope of this Agreement and further Second Party shall reimburse all the amount(s) [paid by the First Party] and not utilized by it as part of its services as laid down in this Agreement.

9. INDEMNITY

Notwithstanding anything to the contrary contained in this Agreement and without prejudice to other rights that the Parties may have under this Agreement and in law, each Party (the "Indemnifying Party") hereby irrevocably indemnifies, defends, saves and hold harmless and irrevocably agrees and undertakes to keep indemnifying, defending, saving and hold harmless, at all times the other Party ("Indemnified Party"), and its respective directors and employees including officers and managers on demand, to the fullest extent permitted by applicable law from and against any and all losses, damages, penalties, costs, charges, reasonable expenses, suits, or legal/quasi legal proceedings of whatever nature, including, without limitation, any legal or other fees and expenses in connection with investigating, disputing, preparing or defending any claim which may be suffered or incurred by the Indemnified Party resulting from or arising out of a breach of any covenant or agreement made or failure to perform (whether in whole or part) any obligation required to be performed by the Indemnifying Party (or any person or representative designated by the Indemnifying Party) under this Agreement.

10. CONFIDENTIALITY

- a. Subject to Clause b below, each party agrees that it will keep confidential and shall not disclose to any third person any confidential information with respect to the training programme and the services.
- b. Exceptions
A Party may disclose Confidential Information:
 - I. to the extent to which it is required to be disclosed pursuant to Applicable Law;
 - II. to the extent to which it is specifically permitted by the other Party in writing;
 - III. to the extent that the Confidential Information is publicly available (other than as the result of a breach by such Party of its confidentiality obligation under Clause 1 above); and
 - IV. To professional advisors, but only to the extent necessary and subject to such professional advisors accepting an equivalent confidentiality obligation to that set out in this Clause Confidentiality.

11. FRAUD AND CORRUPT PRACTICES

- a. The Second Party and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the First Party shall be entitled to terminate this Agreement forthwith by a communication in writing to



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the Second Party, without being liable in any manner whatsoever to the Second Party, if it determines that the Second Party has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the First Party shall forfeit and appropriate the performance guarantee and withhold any amounts due for payment, if any, towards compensation and damages towards, inter alia, the time, cost and effort of the First Party, without prejudice to the First Party's any other rights or remedy hereunder or in law.

- b. Without prejudice to the rights of the First Party under this Clause above and the other rights and remedies which the First Party may have under this Agreement, if the Second Party is found by the First Party to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Second Party shall be Black listed for a period of at least 2 (two) years from the date the Second Party is found by the First Party to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- c. The following terms shall have the meaning hereinafter respectively assigned to them.
 - i. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Process.
 - ii. "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Process.
 - iii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the process; and
 - iv. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the First Party with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the process.

12. APPLICABLE LAWS

The Second Party shall perform the services in accordance with the Applicable Laws and rules made there under and the orders of the Government issued from time to time.

The Second Party admits that it is aware that these training programmes are being undertaken under the GOI Scheme and subject to the guidelines and instructions issued by the GOI from time to time and loss incurred by it consequent to such guidelines and instructions shall be borne by it and the First Party shall not be liable.

13. ASSIGNMENT

The Second Party shall not assign or transfer or purport to assign or transfer any of its rights or obligations under this Agreement.

14. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Location place of Head Office of the First Party shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.



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15. DISPUTE RESOLUTION

Amicable settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this agreement. Where the parties fail to arrive at a settlement, the dispute may be referred for conciliation as provided in Cl.16 below.

16. Conciliation:

In the event of any dispute between the parties, either party may call upon Secretary ITE&C Government of Telangana State as the case may be for conciliation and settlement within 15 days. If the conciliation proceedings fail to arrive at a mutually agreeable settlement, the dispute may be referred to arbitration.

17. Arbitration:

Any dispute which is not resolved amicably by conciliation, as provided in clause (16) shall be referred to arbitration of a single arbitrator as mutually selected, under the provisions of the Arbitration and Conciliation Act 1996. The arbitration proceedings shall be held at Location of Head Office and in English language.

18. SEVERANCE

If any provision of this Agreement is rendered void, illegal, or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provisions hereof shall in no way affect or impair the legality, validity or enforcement of any other provision, or any part thereof. Should any provision of this Agreement be or become ineffective the Parties shall in good faith use reasonable endeavors to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision, to be substituted for the provision so found to be void or unenforceable.

19. WAIVER

The failure of any Party to insist, in one or more instances, upon strict performance of the obligations of this Agreement, or to exercise any rights contained herein, unless evidenced in writing, shall not be construed as waiver, or relinquishment for the future, of such obligation or right, which shall remain and continue in full force and effect.

20. SURVIVAL

All the rights and obligations of the parties shall survive the Agreement.

21. MODIFICATION OF AGREEMENT

Any updates to the scheme will be made applicable as updated on the MeitY website, www.meity.gov.in.



22. REPRESENTATION AND WARRANTIES

- a. The Parties hereby represent and warrant to each other that;
1. It is duly established and existing under the relevant laws has the legal power and authority to sign this Agreement, perform and comply with its duties and obligations under this agreement.
 2. This agreement constitutes legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
 3. There are no actions, suits, writs or proceedings pending or, to the best knowledge against it before any court, governmental instrumentality or arbitral tribunal or quasi-judicial authority that restrains it from performing its duties and obligations under this agreement; and
 4. No representation or warranty made herein contains any untrue statement based on the facts and circumstances.
- b. The Second Party represents and warrants to the First Party that the information furnished in their proposal and as updated/clarified on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement.

23. RELATION BETWEEN THE PARTIES

This Agreement shall not constitute the appointment of either Party as the legal representative or agent of the other Party. No Party to this Agreement shall have any right or authority to create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party to this Agreement, and except as specifically and expressly provided in this Agreement, neither Party shall assume or be responsible for any liability or obligation of any nature of, or any liability or obligation that arises from any act or omission of the other party, however or whenever it arises. This Agreement is entered as between Principal to Principal.

24. LANGUAGE

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

25. NOTICES

- a) Any notice pursuant to this MOA shall be in writing signed by (or by some person duly authorized by) the person giving it and may be served by leaving it or sending it by facsimile, email, recorded delivery or registered post addressed as follows (or to such other address as shall have been duly notified by the Parties):

If to the First Party:

Attention: CEO

Address:

Telangana Academy for Skill & Knowledge (TASK),
1* Floor, Ashoka Raghupathi Chambers,
Begumpet, SP Road Secunderabad 500016,

If to the Second Party:

Attention: Principal

Address:

JNTUH College of Engineering, Jagtial
Nachupally village, Kodimial Mandal,
Jagtial Dist. Telangana State 505 501



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a) All notices served at the above address shall be deemed to have been served as follows:

- I. If delivered by hand, at the time of delivery. Proof of Acknowledgement
 - II. If communicated by facsimile, on receipt of confirmation of successful transmission.
 - III. If communicated by email, on receipt of confirmation of successful delivery.
 - IV. If sent by registered post with acknowledgement due, on receipt of such acknowledgement from the recipient or non-return of the cover without delivery by the postal authorities
 - V. If sent through recognized courier agencies on delivery. Proof of Acknowledgement
 - VI. Any refusal to received such registered cover or brought by the courier shall amount to have been delivered.
- a. All notices communicated by facsimile or email shall be followed by a copy thereof being sent by registered post or recorded delivery to the addresses specified above.
 - b. A notice or other communication received on a day other than a business day, or after business hours in the place of receipt shall be deemed to be given on the following business day in such place.
 - c. For the purposes of this clause, the term business day shall mean a day other than second Saturday, Sunday and public holiday in accordance with the Official Calendar of The Government of Telangana State.
 - d. Either party may, from time to time change its address or representative for receipt of notices provided for in this agreement by giving to the other party not less than 10 (Ten) business days prior written notice in the same manner provided for in this clause.

26. AUTHORIZED REPRESENTATIVES

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the First Party or the Second Party, as the case may be, may be taken or executed by the officials specified in this agreement.

For the First Party i.e., CEO, TASK or any official delegated by him/her from time to time.

Unless otherwise notified, the Second Party's Representative shall be the signatory to this Agreement

27. FAIRNESS AND GOOD FAITH

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

28. TAXES AND DUTIES

Unless otherwise specified in the Agreement, the Second Party shall pay, all such taxes, duties, fees and other impositions including service tax if any, activity under this agreement, as may be levied under the Applicable Laws.



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29. OPERATION OF THE AGREEMENT

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the tenure of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this clause shall give rise to a dispute that may be got resolved as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be made in English and executed by their respective duly authorized representatives on the day and the year first above written.

For
Telangana Academy for Skill &
Knowledge (TASK) (First Party)

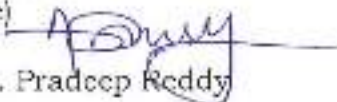


Name: Mr. Shrikant Sirhe.
Designation: CEO

Date:

In the Presence of:

1. (Signature)



Name: Mr. A. Pradeep Reddy

Designation: Program Manager,
Government Initiatives
& Placements.



For and on behalf of
JNTUH College of Engineering Jagtial
(JNTUH CEJ)

(Second Party)



Name: Dr. N.V. Ramana
Designation: Principal

Date: 27-02-2021

In the presence of:

1. Signature



Name: Sri A. Srinivas

Designation: Dy. Registrar, JNTUH CEJ



2. Signature

Name: Smt. M. Deepamma

Designation: Asst. Prof. of ECE,
JNTUH CEJ



APPENDIX - I

Table 1 - Specifications for Training Centre Infrastructure

Particulars	Infrastructure
Theory Classroom	With a minimum Capacity of 40 Chairs - Yes
	Green Boards - Yes
	Notice Board- Yes
	Almarah- Yes
Practical Room	a) In case of Computer related courses: Students (IT related course 1:2)
	b) In Case of other courses: Tools and equipment, infrastructure as per NCVT norms
	c) Common infrastructure: for all trainings
Other Facilities	Drinking Water- Yes
	Separate Wash rooms for Boys & Girls- Yes
	Electricity-Yes
	UPS-Yes
	Stand by Generator- Yes
Study Material	Hand Books Related to Course- Yes
	Motivational Story Books- Yes
	Motivational Movies- No
	Magazines- Yes
	News Papers- Yes
Documentation & Biometric Device	Attendance Registers (Trainers & Trainees)- Yes
	Visitors Register- Yes
	Trainees Assessment Reports- No
	Biometric Device-Yes

Table 2 – Minimum IT Infrastructure

<p>The below specified minimum IT Infrastructure shall be available with all the Training Center/ Institutes.</p> <ul style="list-style-type: none"> o One Desk Top with 3GB RAM, 300GB, 20" LCD, Key Board, Mouse, Speakers and mike/ Windows latest Operating system is preferable. o One Broad band with at least 512Kbps unlimited connectivity for best web-based video (Preferable 1MBPS). o One GPRS based Bio-metric device with battery and AC supply for attendance. o One High resolution 5 MP webcam with 640x480, up to 30 fps o (optional) LCD projector (4000 lumens) with Screen and 10mt. cable for training on Audio/Visual content.

The IT infrastructure specified needs to be in place at the time of work order.

