

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

CENTRAL UNIVERSITY OF HARANA

&

BRIDGE POINT SKILLS AND NETWORK

FOR

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, R & D SERVICES AND RELATED SERVICES**



[Signature]
8/11/16

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हरियाणा केन्द्रीय विश्वविद्यालय
गाँव पाली

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MEMORANDUM OF UNDERSTANDING (MoU)

This Agreement is made and executed at Mahendragarh, Haryana on this, the 8th day of December, 2016 between Central University of Haryana (CUH) represented by **Sh. Ram Dutt, Registrar**, CUH, thereafter referred to as the CUH and who is duly authorized to sign and execute this Agreement on behalf of the Central University of Haryana, with its office and campus at Jant- Pali, Mahendergarh -123031 Haryana which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the **FIRST PART** and Bridge Point Skill & Network Pvt. Ltd.(BPSN), having its office at Office No. 631, Star Tower, Sector 30, Gurgaon, Haryana – 122001 represented through **Shashi Kant Mani, Co-founder & CEO** of, shall which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns, who is duly authorized to sign and execute this Agreement on behalf of Bridge Point Skill & Network Pvt. Ltd (BPSN), of the **SECOND PART**

CUH and BPSN shall hereinafter also collectively be referred to as the “Parties” and individually as the “Party”

WHEREAS, CUH is running B.Voc. Programmes under Deen Dayal Upadhyay KAUSHAL Kendra in its campus for imparting skill training in identified areas and as per the industry requirements.

AND WHEREAS BPSN is growing skill development and training company based out at Gurgaon. BPSN are working with both government as well as private sector. As a part of its training programmes, BPSN is conducting training under Pradhan Mantri Kaushal Vikas Yojana (India’s Skill Mission), Additional Skill Acquisition Programme (ASAP), Kerala; Centre for Entrepreneurship Development (CED), Gujarat; Entrepreneurship Training under Ministry of Micro, Small & Medium Enterprises (MSME) etc.

AND WHEREAS, BPSN has submitted a proposal for conducting Skill Training programmes for the students of B.Voc. in the premises of CUH as per the guidelines of National Skills



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Qualification Framework (NSQF) and course curriculum defined by Sector Skill Council (SSC) through its Qualification Pack (QP) and National Occupation Standards (NOS). The proposal is submitted with the financial terms of Common norms of Government of India as set up by Ministry of Skill Development & Entrepreneurship.

AND WHEREAS, CUH and BPSN are desirous of entering into an agreement to improve the skills of the students in various sectors, facilitating CUH to offer and strengthen skill component of the B.Voc. Courses as offered in CUH.

AND WHEREAS, the Parties appreciate each other's objectives in promoting excellence, *inter alia*, in skills in common areas of interest and are desirous of entering into an Agreement for the aforesaid purpose. The Parties are also desirous of working together for identifying other areas of co-operation between them.

AND WHEREAS, The Parties hereto are desirous of recording the terms of their agreement into this Agreement for the areas identified for co-operation and commit to co-operate to the fullest extent.

Now, therefore, in consideration of the foregoing and the mutual covenants set forth herein, the Parties hereto agree as follows:

1. **OBJECTIVE**

The parties have agreed to work together to offer "Skill Training" Under the B Voc. Programmes of the CUH to the students enrolled with CUH under B.Voc. Programmes.

2. **SCOPE OF THE AGREEMENT**

Based on the terms and conditions as may be mutually agreed upon between the Parties from time to time, both the Parties agree as follows:

2.1. BPSN will provide the following for imparting the Skill Component of the B.Voc. Programmes of the CUH

- 2.1.1. BPSN will suggest and take the concurrence of both the Parties on the Qualification Pack (QPs) as per the Specific Courses of the B.Voc. Programmes as per SSC and NSQF guidelines.
- 2.1.2. BPSN will provide the list of equipments to CUH as per the QP for imparting Practical Training
- 2.1.3. BPSN will provide the Trainers for Imparting Training Programmes as per the QPs with relevant experience of the Industry as per SSC and NSQF guidelines.
- 2.1.4. The Trainers provided will have to be certified by the respective Sector Skill Council, before starting the training programmes
- 2.1.5. BPSN will impart the entire Skill Component of the B Voc as per the mutually agreed hours of Class Room and Practical session in the premises of the CUH
- 2.1.6. BPSN will also facilitate organising the Skill assessment and Certification of the Candidates by respective Sector Skill Council
- 2.1.7. BPSN will also provide the Printed copy of the Certificate to the passed candidates
- 2.1.8. BPSN will facilitate the internship and/or placements of the candidates based on the mutually agreed certain financial terms
- 2.2. CUH will facilitate the following for imparting the Skill Component of the B.Voc Programmes to BPSN
- 2.2.1. CUH will facilitate the list of candidates along with aadhar card for a Skill Training on particular QP.
- 2.2.2. CUH will provide Training infrastructure in terms of Class Room with Seating Arrangement and Audio Video Aids and Aadhar Enabled Biometric Device for imparting Class Room Training.
- 2.2.3 CUH will provide the requisite lab equipment for imparting Practical training along with the consumables for as per the norms and standards set by the Sector Skill Council for particular QP.



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3. COMMERCIAL AND PAYMENT TERMS

3.1. Both the parties have mutually agreed for the following financials for the project:

Type of Job Role	Level of QP	Remuneration per hour per candidates
Service Sector Job Role	Level 1 to Level 3	Rs. 28.90
Service Sector Job Role	Level 4 and above	Rs. 34.70
Manufacturing Sector Job Role	Level 1 to Level 3	Rs. 34.70
Manufacturing Sector Job Role	Level 4 and above	Rs. 40.40

3.2. The Parties herein agree that they shall pay their respective share of costs and expenses for the Programmes in the manner, method agreed here in the agreement and payment terms for BPSN by the CUH mentioned in tables 1 as detailed below.

Total Contract Value

Table (1)

Instalment	Value of Payment	Method
1	30% of Contract Value	After the commencement of Training by BPSN.
2	50 % of Contract Value	On Successful certification of the trainees.
3	20% of Contract Value	Outcome based internship/placements.

3.2.1. The above cost doesn't include Assessment fees charged by SSC for organising candidates assessment, which is as per actual and will be first paid by BPSN which will be reimbursed by CUH on production of invoice from SSC.

3.2.2. BPSN can raise invoice batch wise for the payment to CUH. All efforts will be taken to release the payments within 10 days of receipt of Invoice if the same is in order.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. Rights & Obligations of CUH

4.1.1. CUH shall provide all the relevant information, guidelines and data to BPSN to give effect to the scope and purpose of this agreement within agreed timelines of launching the Programmes.


- 4.1.2. CUH shall ensure that the Programmes offered under this agreement are in compliance with the relevant laws, rules, policies and procedures of UGC as well as other relevant Central/State Government or Statutory Authorities.
- 4.1.3. CUH shall screen and admit the students; confirm admissions and registrations of the students to Name of the course and issue enrolment numbers and ID cards to registered students. Further, the list of the students enrolled for the programmes shall be provided by CUH to BPSN.
- 4.1.4. CUH shall provide the basic infrastructure such as class room and projector required for the Class room where the courses are decided to commence for the respective programmes.
- 4.1.5. CUH shall identify the test centres for the final Examinations in the CUH Campus and finalise in consultation with BPSN the date, time of the examinations and inform the students about the same. The schedule is not normally alterable as per any individual candidate's request.
- 4.1.6. CUH shall issue certificate which is jointly signed by CUH, BPSN and SSC to the students who successfully complete the programmes.
- 4.1.7. CUH and BPSN shall jointly finalise the manner and method and time for conduct of examinations pursuant to the Programmes from time to time.
- 4.1.8. CUH reserves the right to demand replacement of Trainer with/without assigning any reason, whatsoever.
- 4.1.9. CUH will collect, compile & evaluate the performance of BPSN, on the basis of performance progress card for each batch.

4.2. Rights & Obligations of BPSN

- 4.2.1. BPSN shall provide the Programmes Material in printed, and electronic format to the students enrolled for the programmes and to CUH.
- 4.2.2. BPSN shall design a curriculum with a minimum of 60 hours of theory, 90 hours of Practical, as per the QP and NOS set by SSC.

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4.2.3. BPSN shall provide following documents as detailed

Sl No	Type of document	CUH Head Quarters	Trainer*	Students*
1	Syllabus	1	All	Nil
2	Participant handbook	1	All	All
3	Trainers Hand Book	1	All	Nil
4	Assessment Manual	1	All	Nil
5	Practical Work-shop Guide	1	All	All

* one copy each as per work order

4.2.4. BPSN shall deliver the skill training in-adherence to the following

4.2.4.1. Activity based learning methodology should be adopted while imparting training.

4.2.4.2. Should have hour wise training delivery Plan.

4.2.4.3. Should draw up training calendar in consultation with CUH.

4.2.4.4. Medium of instruction should be English.

4.3. BPSN should

4.3.1. Deploy trainer from the following category.

Professionals having a minimum experience as per NSQF level in the relevant industry/ trainer who has completed his/her education/training in the areas of Programmes proposed.

4.3.2. Provide trainer, trained and certified by Sector Skill Council concerned.

4.3.3. Submit resumes of trainers to CUH.

4.3.4. Ensure that trainers have proficiency in both English and Hindi.

4.3.5. Ensure that the Trainers are reaching the training centres at least half an hour before the commencement of the class and engage sessions as per the approved syllabus.

4.4. BPSN should

4.4.1. Ensure Organising Industry Visit / Exposure visit of the candidates at least for a minimum of 16 hrs with practical exposure of the candidates on the real-time activity.

4.4.2. For the industry visit / exposure visit CUH will provide the Transport facility to Students to the venue.

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4.5. BPSN should

- 4.5.1. Facilitate the placement / internship of the candidates post-training and assessment after completion of Diploma/ Advanced Diploma/B. Voc. Degree.
- 4.5.2. Ensure 16 hrs of internship of the candidates who are willing to join the internship.
- 4.5.3. Ensure at least 60% placement of the candidates who are willing to join the job market.

4.6. BPSN should

- 4.6.1. Conduct continuous and comprehensive evaluation for each batch as per assessment manual and the marks obtained shall be shared with CUH within the stipulated time itself.
- 4.6.2. Conduct Final Assessment by SSC.

4.7. BPSN should deploy Project Coordinator to implement the entire training assignment.

- 4.7.1. Project Coordinator need to liaise with CUH Official on a regular basis. Project coordinator should attend monthly review meetings organized by CUH.

4.8. BPSN should facilitate any monitoring done by CUH during the transaction of skill course and the BPSN is responsible to make modification/s if any as directed by CUH.

4.9. BPSN should not outsource and/ or subcontract the work assigned either as a whole or in parts without the consent of the CUH.

5.1 Joint Rights and Obligations of CUH & BPSN

5.1.1 Parties may jointly organize informative seminars, workshops etc. to popularize the programmes in the manner and method as may be mutually agreed between them.

5.1.2 Undertake, either jointly or by itself such activities which are incidental to the successful implementation of the Programmes.

5.1.3 Both the Parties shall provide appropriate staff for providing deployment and administration of the programmes.

5.1.4 Notwithstanding anything contained herein, Parties may take up additional responsibilities as may be required from time to time, to ensure the success of the Programmes.

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6. VALIDITY AND RENEWAL

This Agreement shall come into effect from the date of signing of this agreement and shall continue to be operative for a period of 3 years or till the completion of the training and related activities for the batch of students admitted under the courses during the year 2016-17, whichever is later and same may be renewed by the parties through signed written instrument on terms and conditions as may be mutually agreed upon between them.

7. TERMINATION

7.1. The Agreement shall be terminated immediately by mutual consent of the Parties; or by a written notice by the non-defaulting Party in the event the other Party commits a material breach of the Agreement and is unable to rectify it within 30 (Thirty) days after receiving a written notice of such material breach.

7.2. The Agreement shall be terminated by the CUH without assigning any reason whatsoever at any time.

7.3. In the larger interest of the students' future at stake, any termination of this Agreement, will not relieve the parties of their obligations specified in this Agreement for a period of one year after such termination or till the enrolled students complete their respective course; provided the students clear their examinations, clear all financial transactions and continue to fulfil the norms of the Parties

7.4. BPSN shall not suo motto withdraw from the training programmes once the course is commenced and shall continue as a training provider till certificates are issued to the students.

7.5. The clauses of this Agreement, which by nature are intended to survive termination of this Agreement and shall remain in effect after such termination.

8. AMENDMENT AND WAIVER

No Amendment for change hereof or addition hereto shall be effective or binding on either of the Parties hereto unless set in writing and executed by the respective duly

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authorized representatives of each of the Parties hereto. Further, any waiver of any of the terms hereof shall be valid if made by mutual consent of the Parties.

9. NO LIABILITY OR AUTHORITY

9.1 Nothing in this Agreement shall give either Party any rights to use any trade names or trademarks or any service marks (or the goodwill associated therewith) which are used by the other, save as may be authorized by the latter in writing.

10 FURTHER ACTS AND ASSURANCES

Each of the Parties agrees to execute and deliver all such further instruments and to do and perform all such further acts and things, as shall be necessary and required to carry out the provisions of this Agreement.

11 MATTERS NOT PROVIDED IN

If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the Parties shall consult with each other for each instance and resolve such doubts in good faith.

12 SETTLEMENT OF DISPUTE AND JURISDICTION

12.1 If any dispute or difference of any kind whatsoever may arise between the Parties in connection with or arising out of this agreement, the Parties shall attempt for a period of 30 days after receipt of notice by the other Party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the Parties.

12.2 All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by either of the party under this Agreement or of any matter whatsoever arising under this Agreement which have not been mutually settled as per the provisions of clause 12.1, shall be referred to Arbitration under the provisions of the Arbitration and Conciliation Act, 1996. The Parties shall

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mutually appoint an Arbitrator. The place of Arbitration shall be Mahendergarh, Haryana. The language for Arbitration shall be English. The provisions of this clause shall survive the termination of this Agreement.

13. FORCE MAJEURE

If the performance of any obligations by any party as specified in this Agreement is prevented, restricted, delayed or interfered by reason of force majeure then notwithstanding anything contained hereinabove, the Party affected shall be excused from its performance to the extent of such performance relates to such prevention, restriction, delay or interference and provided the Party so affected uses its best efforts to remove such cause of non-performance and when removed the Party shall continue performance with utmost urgency. For the purpose of this article "Force Majeure" means and includes fire, explosion, cyclone, floods, war, revolution, blockage or embargo, any law, order, demands or requirements of any Government or statutory authority, strikes, which are not instigated for the purpose of avoiding obligations herein or any other circumstances beyond the control of the Party affected.

14. ASSIGNMENT

Neither Party shall assign or otherwise transfer the rights and obligations contemplated under this Agreement without the prior written consent of the other party.

15. GOVERNING LAW

This Agreement shall be governed by and construed and interpreted in accordance with the laws of Republic of India. Subject to the provisions of clause 12 herein, the Parties shall be subject to the exclusive jurisdiction of the courts in Mahendergarh, Haryana.

16. CONFIDENTIALITY

16.1. Both the Parties agree to maintain confidentiality of this Agreement and all Confidential Information (written or oral) shared with each other or which comes to their knowledge under or as a result of this Agreement and shall not divulge such information to any

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third party under any circumstances whatsoever, (except to their own employees and that too only to those employees who need to know the same and to such other persons as required under this agreement), without prior written consent of the other party. The confidentiality obligation under this clause shall not apply to information that:

16.1.1. is available in public domain; or becomes so at a future date (otherwise than as a result of a breach of this clause); or

16.1.2. which the receiving party already had in its possession before the date of signing of this Agreement, as evidenced by documents; or

16.1.3. which the receiving party acquires from a third party who is authorised to disclose it; or

16.1.4. which was independently developed by or on behalf of the receiving party without use of, reference to or reliance on any Confidential Information of the other party, as evidenced by documents; or

16.1.5. is disclosed in pursuant to any requirement of law including RTI Act.

16.2. In the event of any of the Parties becoming legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party so as to enable the other Party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the Party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.

16.3. The confidentiality obligation under this clause shall survive for a period of 3 years post termination or expiration of this Agreement.

17. SEVERABILITY

Any law restraining the validity and enforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement, and shall be deemed as not containing the invalid provisions. The remaining provisions of this Agreement shall remain in full force and effect unless the invalid or

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unenforceable provision comprises an integral part of or otherwise inseparable from the remaining agreement. In such a case, the Parties to this Agreement shall attempt to agree on a provision that is valid and enforceable and similar to the original provision.

18. INDEMNIFICATION

Either Party shall indemnify and keep indemnified, and defend and hold harmless the affected party, its respective officers, employees, and agents from and against all losses, damages, legal proceedings, liabilities and claims at law, or in equity including without limitation costs, expenses and lawyers fees, directly or indirectly arising out of or resulting from the representations contained herein or its obligations under this Agreement.


19. REPRESENTATIONS AND WARRANTIES

The Parties hereby represent and warrant to each other that:

- 19.1 it is duly established and existing under the laws of jurisdiction stated against its name of this Agreement and has the legal power and authority to sign this Agreement, bind itself and perform and comply with its duties and obligations under this Agreement
- 19.2 time is of the essence with respect to all provisions within this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement
- 19.3 this Agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof;
- 19.4 the execution, delivery and performance of this Agreement have been duly authorized by all requisite actions and will not constitute a violation of:
 - 19.4.1 any statute, judgment, order, decree or regulation of any court, Government instrumentality or Arbitral Tribunal applicable or relating to itself, its assets or its functions, or of
 - 19.4.2 any other documents or to the best of its knowledge any indenture contract of agreement to which it is a party or by which it may be bound;

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19.5 there are no actions, suits or proceedings pending or, to the best knowledge threatened against it before any Court, Governmental instrumentality or Arbitral Tribunal that restrain it from performing its duties and obligations under this Agreement; and no representation or warranty made herein contains any untrue statement.

20. HEADINGS

The headings in this Agreement are inserted for ease of reference only and shall not affect the interpretation of the Agreement.

21. COUNTERPARTS

This Agreement may be executed by both Parties hereto in two counterparts, each of which when executed shall be deemed to be an original, but both of which taken together shall constitute one and the same Agreement.

22. NOTICES

Any notice approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered post with postage fully paid or transmitted by fax to the address specified below or to such other addresses as may, from time to time be given by each Party to the other in writing and in the manner herein before provided to:

Central University of Haryana:

Attention: Sh. Ram Dutt, Registrar

Address: Central University of Haryana, Jant-Pali, Mahendergarh, Haryana Pin: 123031

Email ID: www.cuh.ac.in

Bridge Point Skills and Network Pvt. Ltd.:

Attention: Sh. Shashi Kant Mani, Co-Founder & CEO

Address: Office No 631, Sixth Floor, Star Tower, Sector 30, Gurugram, Haryana 122002

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Phone: +91 7042698471

Email ID: shashikant@skillsandnetwork.com, iinfo@skillsandnetwork.com

IN WITNESS WHEREOF both the Parties thereunto have set their hands on through their duly authorized representatives signed this Agreement as this 8th day of month of December, 2016.

Signed by Sh. Ram Dutt

For and on behalf of CUH

Sh. Ram Dutt
Registrar
जाँट पाली
जिला - महेन्द्रगढ़ - 123029

Central University of Haryana

Signed by Sh. Shashi Kant Mani

For and on behalf of BPSN

Sh. Shashi Kant Mani
Co Funder & CEO

Bridge Point Skills and Network

Witnesses:

1.

Mansura
08.12.2016

2.

Sybil
08/12/16

1.

Rupa Banerjee
8/12/2016

2.