



Mudra Associates

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Contract Agreement between MUDRA ASSOCIATES, SKILL DEVELOPMENT CENTER, NASHIK (MASDC)

AND

Nashik Shikshan Prasarak Mandal's Late. Bindu Ramrao Deshmukh Arts & Commerce Mahila Mahavidyalaya, Nashik Road

THIS AGREEMENT is made on 15th Day of Month Nov. in the Year 2016

BETWEEN

MUDRA ASSOCIATES, SKILL DEVELOPMENT CENTER, NASHIK registered under the NCVT and Maharashtra State Skill Development Society, Mumbai as a "Vocational Training Provider (VTP)" and having their registered office at Mithila Basement, Mithila Building, Near HDFC Bank, Opp. Regimental Plaza, Bytco Point, Nashik Road, Nashik (hereinafter called "MASDC" which expression shall unless repugnant of the context thereof shall mean and include its administrator, successor in office, representative, assigns.) of the First Part ;

And

Nashik Shikshan Prasarak Mandal's Late. Bindu Ramrao Deshmukh Arts & Commerce Mahila Mahavidyalaya, Nashik Road referred as **NSKPM** and **TRAINING ASSOCIATE** are hereinafter individually referred to as a "Party" and collectively referred to as "Parties".

WHEREAS

- 1) The First Party is the authorized vocation training partner for planning, coordination, execution & monitoring of Skill Development Initiative of Government of Maharashtra.
- 2) The Second Party is engaged in the field of student welfare, education & training since last Two years in Maharashtra.
- 3) The Second Party should accept to provide students for skill development programs and activities to First Party.
- 4) The First Party having professionally skilled personnel and proposed to offer its Skill development Services to the Second Party.
- 5) The First Party had already implemented the MES (Modular Employable Scheme) and was registered with the SDI portal of Government of India.
- 6) The Second Party needs to give proper support for admission, attendance of students for skill development programs and activities driven by First Party.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY MUTUALLY AGREED BETWEEN PARTIES HERETO AS FOLLOWED:

1. Objectives:

- 1.1 To create an environment which is conducive to a co-operative relationship between parties to ensure effective support for implementation of various Skill Development Schemes in Nashik district;
- 1.2 To ensure that Vocational Training Provider / MASDC achieves provision of a high quality of service / training being imparted for trainees in terms of prevailing industry standards, Skills Training & Placement Guidelines, Special Terms and Conditions issued by MSSDS / DVET / Sector Skill Council / Directorate of Training / NSDC / Scheme Owner or Sponsor Department;
- 1.3 To define the commencement of the Agreement, its initial term and the provision for reviews;

- 1.4 To define in detail the service to be delivered by the Vocational Training Provider and level of service which can be expected by MSSDS, thereby reducing risk of misunderstandings;
- 1.5 To detail via a question list, information required from Vocational Training Provider to extract from students trained by Vocational Training Provider;
- 1.6 To provide a common understanding of service requirements/capabilities and of principals involved in measurement of service levels;
- 1.7 To provide for all parties to Service Level Agreement a single, easily referenced document which caters for all objectives as listed above.

2. Roles and Responsibilities :

2.1 The First Party:

- 2.1.1 Shall act as implementing agency having full/partial control for skill development schemes run by various Centre & State Government Departments.
- 2.1.2 Shall advertise, if needed, for mobilization of candidates for training under a scheme, informing potential colleges, schools about the program and improving program awareness among general public.
- 2.1.3 Shall associate with the Second Party to support for training program under various skill development schemes run by Centre & State Government after inspection of the infrastructure of the Second party as per the mandatory requirements.
- 2.1.4 Shall monitor and provide training support to Second party which is the facilitator of the infrastructure.
- 2.1.5 Shall provide all training related support like trainers, syllabus, and course material as per norms of NCVT / MSSDS.
- 2.1.6 Shall appoint qualified and trained instructional staff and ensure their presence for entire duration of training.
- 2.1.7 Shall provide quality training to candidates within stipulated time and with adequate hands-on experience.

2.1.8 Shall coordinate with the Assessor and Assessing body and ensure that assessment is carried out on the scheduled date for all candidates who appeared for training and are eligible for assessment.

2.1.9 Shall provide separate biometric attendance machine for all candidates under training and trainers from start to the end of training.

2.2 The Second Party:

2.2.1 Shall mobilize candidates who are eligible for getting trained in a specific module for which approval has been granted by The First Party.

2.2.2 Shall run only those courses for which it is registered with the First Party.

2.2.3 Shall allow the first party to install banners, promotion boards in its premises for training purpose.

2.2.4 Shall ensure availability of infrastructure, tools and equipment as per requirements of the module as mandated by MSSDS/NCVT/SSC.

2.2.5 Shall coordinate with the Assessor and Assessing body and ensure that assessment is carried out on the scheduled date for all candidates who appeared for training and are eligible for assessment.

2.2.6 Shall ensure that trained candidates are present and infrastructure, tools & equipment are available for assessment.

2.2.7 Shall allow authorized officers of MASDC/RDAT/DGT/MSSDS /NSDC/ Sponsor Department dealing to inspect the training infrastructure available in its premises for courses/modules for which training is going on.

2.2.8 Shall not make First Party in any disputes arising in its premises.

2.2.9 Shall abide by all the instructions issued by MASDC from time to time.

2.2.10 Shall be solely and exclusively responsible for all acts and omissions of its staff and any persons, associations, institutions engaged by it whether or not in the course of implementing the training programme and for the health, safety and security of such persons or entities and their property.

3. General Terms and Conditions :

3.1. Commencement/Expiration Date :

3.1.1. This Agreement is valid for 36 months from the date of signing of this agreement and may be renewed further with mutual consent, unless terminated earlier in accordance with this Agreement.

3.2. Participation in similar activities :

This Agreement in no way restricts FIRST PARTY or SECOND PARTY from participating in similar activities with other public or private agencies, organizations, or individuals for same Provider or others.

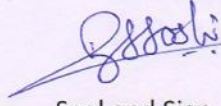
3.3. Termination :

3.3.1. In case of non-adherence to provisions of Agreement by the both the parties may serve a written notice of 30 (thirty) days period before inspection of the training center, to rectify the non-adherence to the provisions of Agreement by Second Party.

3.3.2. This agreement is valid for 36 months and after completion of 12 months, In case of non-adherence to provisions of Agreement by the both parties may serve a written notice of 30 (thirty) days period to rectify the non-adherence to the provisions of Agreement. Both parties should not harm the existing student batch training for this termination and wait till exam completion. In this eventuality, The First Party will withdraw all of its infrastructure and resources, VTP registrations.

4. Principal Contacts :

The principal contacts for this Agreement are:





Seal and Sign.

FIRST PARTY:

Proprietor / Managing Director

MUDRA ASSOCIATES - SKILL DEVELOPMENT CENTER,

Add. : Mithila Basement, Mithila Building, Bytco Point,

Nashik Road, NASHIK

Principal Sign and Seal

SECOND PARTY:

Nashik Shikshan Prasarak Mandal's

Late. Bindu Ramrao Deshmukh Arts & Commerce

Mahila Mahavidyalaya




PRINCIPAL

N.S.P.M's Late Bindu Ramrao Deshmukh
Arts & Commerce Mahila Mahavidyalaya,
Jail Road, Nashik Road-422 101