



महाराष्ट्र MAHARASHTRA

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BV 127808

31 JAN 2023

Stamp Head Clerk / Sr. Clerk

AGREEMENT

THIS AGREEMENT is made on the 23/02/2023, between

- Maharashtra Information Technology Support Centre Maharashtra**, We have been working for the noble cause of youth empowerment. Since 2006 our major presence is in the state of Maharashtra. Our focus is on providing job specific skills to youth as per the local & global demand of the industries. We are associated with more than 8 multi faculty universities in the state of Maharashtra, this association is through the higher and technical ministries of the government of Maharashtra. Our motto is to provide value added skilled human resources. Along with developing entrepreneurial skills among the youth. We are working with government of India & government of Maharashtra to implement their various schemes & programs related to skill development empowerment of youth. Our efforts & initiatives in this field will be ultimately useful for national development with national productivity. During this span of a decade, we have provided services to more than 33 thousand youth in 8 universities covering are of 35 districts.
- Shri Binzani City College, Nagpur**, a college providing Skills Training Incorporated in India and having its business address at **Near Sakkardara Flyover, Umrer Road, Nagpur - 440024** (which expression shall unless repugnant to the context or meaning there of include its successors, assigns and authorized representatives) represented by its Principal **Dr. Sujit G. Metre** (Hereinafter referred to as Party of the Second Part- College)

दस्ताचा प्रकार / अनुच्छेद क्रमांक

दस्त नोंदणी करणार आहेत का ?

नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव

मिळकतीचे वर्णन

मोबदला रक्कम, मुदाक, शुल्क, रक्कम

मुदाक विकत घेणाऱ्याचे नाव, पत्ता, सही, दि

हस्ते असल्यास त्याचे नाव, पत्ता, सही, दि

दुसऱ्या पक्षाकारांचे नाव

मुदाक विकण्याची सही, विक्री अनु. क., दि.

एच. टी. आडवानी

ला.नं. 2795, कोड क. 4801028

जसेपटका नागपूर

S-B-City College

24 FEB 2023

44657

[Signature]

AND WHEREAS the parties hereto have shown the intention to associate and co-operate with each other and the Party of the Second Part has agreed to work with the Party.

The Party of the Second Part fulfils the infrastructural parameters, delivers the agreement terms and performs by delivering their respective responsibilities to conduct the said Course(s).... (Herein after referred to as 'the Course') for the consideration and upon the terms and conditions herein contained.

And WHEREAS, the following terms and conditions are agreed and executed for the subject-matter of revenue and finance, roles, responsibilities and duties between the Parties of the First Part and the Party of the Second Part/Training Centre Partner are as follows:

A. FINANCIAL MATTERS:

1. The Training Centre shall be paid their share as 70% (after deducting TDS) of the invoice amount received by Government. [within 5 working days from the date of receiving payment.]
2. The training partner shall be paid their share as 30% of the invoice amount receive by the government. (after deducting TDS) of the invoice amount received by Govt. [within 5 working days from the date of receiving payment.]
3. The Centre Accreditation, Affiliation, Centre Monitoring Fees & Empanelment Fees including fees paid for job role at actual required shall paid by (Training Center), as per there requirement of PMKVY 4.0 NSDC CSSM, MSSDS of any other scheme.

B. ROLE OF MITSC:

1. MITSC will act as a facilitator for training center.
2. MITSC will be single point of contact for any operations related matter.
3. MITSC will help to college in conducting course as per government norms.
4. MITSC will check & review all the process regarding project.
5. MITSC shall make payments as per the Clauses (1) & (2) of this Agreement.
6. MITSC shall monitor the flow of work of training course(s) conducted by the Execution Partner (Training Center)
7. MITSC shall guide and support the Execution Partner and College whenever possible, in conducting and execution of the training course(s).
8. MITSC shall coordinate with NSDC to ensure timely validation of the Centre(s) and for sufficient training target allocation to the Centre(s).
9. MITSC shall assist the training partner in creating industry links for on job training (OJT), internships and placements wherever necessary.

C. RESPONSIBILITIES OF THE COLLEGE:

1. That College shall appoint trainer for the purpose of training of the course under PMKVY 4.0 NSDC CSSM, MSSDS
2. That the College shall conduct TOT (Training of Trainers) of the course at its own expenses.

3. That the **College** shall make available all the requisite infrastructure for successful completion of training course(s), as per the laid Government and other norms.
4. That the **College** shall mobilize the students as per the defined eligibility criteria & documents as per the PMKVY 4.0 NSDC CSSM, MSSDS guidelines.
5. That on the day of the assessment, the **College** shall ensure that the necessary facilities are provided to the assessor and adequate labs infrastructure with all the necessary raw materials are provided for the assessment purpose.
6. That **College** shall help execute all Training Courses and complete it within the given time limits in the guidelines of PMKVY 4.0 NSDC CSSM, MSSDS.
7. That **College** shall ensure regular classes are conducted and that there is record of 80% attendance of the trainees during the training and 100% attendance on the day of assessment.
8. That College shall conduct of the recruitment drive of the student after successful completion / qualification in the course(s) in the various industries, at its own cost.
9. That **College** shall provide the Training Centers with Trainer Manuals, presentation material, student workbooks and assessment sheets and other program collaterals as required.
10. That **College** shall support the MITSC in the duration of the training course(s) and assessment.

D. OTHER:

1. That this Agreement shall be irrevocable until the completion and execution of all Courses under the PMKVY 3.0/4.0 Scheme given to the **College** In case of any dispute or any controversy or any claim arising out of or relating to this agreement, or the breach there of between the Parties will be settled through Arbitration methods in the Indian Law.
2. That this Agreement may be amended only by a written instrument signed by the duly authorized representatives of all the Parties in this Agreement.
3. CONFIDENTIALITY: The **College** shall not disclose to any third party any details regarding the Company's business, including, without limitation any information regarding any of the Company's details, (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Company, or (iii) use Confidential Information other than solely for the benefit of the Company Immediately upon
4. Duration of this agreement is 60 months from effective date of agreement.
5. Termination of the relationship between both the Parties, the Parties shall return to the other party any documents / things, etc. pertaining to its Company's business.
6. TERMANDTERMINATION: This Agreement shall commence upon the date of execution and continue until either Party terminates this Agreement in writing in thirty days prior notice. The Agreement shall be deemed terminated if the **College** is to be found not following the terms and conditions of this Agreement.
7. PARTIAL INVALIDITY: If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will never the less continue in force without being impaired or in validated in anyway.
8. FORCE MAJEURE: The Parties here to agree that the Second Party shall not be deemed to be in default if the performance of its obligations here under is delayed or prevented by conditions constituting force majeure, strikes, fire, war, riots, floods, or any act of God, any laws, orders, rules or directions of any Government or municipal or statutory agency or authority, or any other reason, or cause what so ever beyond reasonable control of Second Party. Under the said circumstances, the First Party shall not be liable to pay any compensation for the duration constituting Force Majeure.

9. JURISDICTION: That in case of any dispute between the parties, the Courts of Pune shall have the Jurisdiction.

That this agreement made on 23/02/2023 between the parties here to and supersedes all prior or contemporaneous, oral or written understanding, negotiations, or communications on behalf of such parties in respect of the subject matter here in.

IN WITNESS WHERE OF the parties have executed this agreement effective as of the date first written above.

1. For & behalf of MITSC:

Seal:

Name: **Yashwant Shitole**

Authorized Signatory

Address: **Pratibha Nagar, Kolhapur**

Email: **uvajagar@gmail.com**

Contact Number: **7304439777**

2. For & behalf of the College

Seal:

Name: **Dr. Sujit G. Metre**

Authorized Signatory

Address: **Near Sakkardara Flyover, Umrer Road, Nagpur - 440024**

Email: **sbct_1@yahoo.co.in**

Contact Number: **9822714241**



Witness: (Signature, Name and Address)

1. *Dr. Pranjali Kame*
S. B. City College, Nagpur *JKame*

2. *Dr. Narendra Raghate*
S. B. City College, Nagpur. *Raghate*

3. *Shri Sandeep S. Dongre*
S. B. City College, Nagpur *Sandeep*

4. *Smt Priya Joshi*
S. B. City College, Nagpur - *Priya*