

ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S.No. 417 Dt. 4/1/18 Rs. 100/-

Sold to Smt. M. Ramesh Sp. Rama Krishna Road, USA

For Whom: Principal P.B. Siddhartha College of Arts & Science
Vijayawada

CA 050540

M. USHA RANI

Licensed Stamp Vendor

O.L.No: 06-16-003/2015

RL.No-06-16-004

Valid Up to: 31-12-2018

#7-31, Lotus Towers, Kondapalli

Cell No: 9492225727

MEMORANDUM OF AGREEMENT

BETWEEN

Andhra Pradesh State Skill Development Corporation (First Party)

AND

Siddhartha Academy of General & Technical Education (SECOND PARTY)

This Memorandum of Agreement (MoA) is entered into on 4th day of January, 2018. The Andhra Pradesh State Skill Development Corporation, represented by the Pratap Kumar Kar, Chief Finance Officer, APSSDC having its registered office at NTR Administrative Block, 2nd Floor, above arrival block, Pandit Nehru RTC Bus Stand, Vijayawada - 520002 (here in after referred to as "APSSDC" or First Party, which expression shall unless repugnant to this context or meaning thereof, includes its successor in office, legal representatives and permitted assigns) of the One Part.

And

1


PRINCIPAL

Parvataneni Brahmaya
Siddhartha College of Arts & Science
VIJAYAWADA - 520 010.

(16)

The Siddhartha Academy of General & Technical Education, a society, sponsors of P.B. Siddhartha College of Arts & Science registered under Provisions of **Society Registration Act. XXI** of 1860 bearing registration number 45/1975; represented by Dr.M. Ramesh, Principal, P.B. Siddhartha College of Arts & Science, having its registered office at Siddhartha Nagar, Vijayawada; having an Educational Institution by the name P.B. Siddhartha College of Arts & Science located at Siddhartha Nagar, Vijayawada (here in after referred to as "PBSCAS" Second Party, which expression shall unless repugnant to this context or meaning thereof, includes its successor in office, legal representatives and permitted assigns) of the other Part.

WHEREAS

- (a) The Government of Andhra Pradesh has a vision to be among the three best states in India by 2022 and to achieve the status of a developed state by 2029. To spearhead the skilling activities at the state level, a separate Department of Skill Development, Entrepreneurship and Innovation has been set up along with its implementing arm - Andhra Pradesh State Skill Development Corporation (APSSDC), the first party, as the forefront of all skilling initiatives in the State. Thus, the Corporation is in the business of promoting skill development and entrepreneurship among different segments in the State of Andhra Pradesh. In its endeavors to enhance the Employability Skills of Under Graduate and Post Graduate course perusing students, the first party intended to establish Employability Skills Centres (ESCs) and progressive UG/ PG colleges/ Autonomous institutions / Govt Colleges / University Campus PG colleges. . In this direction, through this MOA, APSSDC intends to associate with PBSCAS to train different segments of students and Job seeking youth in systematic enhancement of Employability Skills towards gainful employment for students / Job seekers ;
- (b) The Second Party having been into Educational services through its College by name P.B. Siddhartha College of Arts & Science submitted a proposal to the first party, upon understanding the requirements and functions of proposed Employability Skill Centres (ESCs). As the second party has intention and requirements as per criterion and agreed to provide services to the first party on the terms and conditions as set forth in this MoA.
- (c) In pursuance thereof, the parties have agreed to enter into this Agreement.

A. PURPOSE:

The purpose of this MoA is to clarify and sort out the roles and responsibilities of both parties in establishing and managing Employability Skill Centres (ESCs) for UG/ PG studying candidates in Various Degree/PG Colleges/University Campuses to enhance employability of students.

ROLES AND RESPONSIBILITIES:

B. FIRST PARTY

Responsibilities of APSSDC

- B.1 shall prepare over all calendar programs and communicate to Second Party;
- B.2. Shall Organize Training Programs for all Under Graduate and Post Graduate students. The programs would be of nature, common core (for all students); and modular (elective in nature) and Community specific modules;
- B.3 .Shall appoint required manpower to manage and coordinate Trainings in ESCs;
- B.3 Shall be installing requisite IT infrastructure as listed in Schedule -1 in the Employability Skills centers (ESCs) in the earmarked rooms by The second party;
- B.4. The First Party shall prepare Operational Guidelines for ESC to be followed by both the parties;
- B.5. The First Party will take care of insurance, regular maintenance and consumables items pertaining to Hardware provided.
- B.6.The First Party shall have right on any undefined business and activity that falls under purview of this MOA.

C. SECOND PARTY

- C.1 Shall provide the building space in terms of Two (2) Computer Labs and One (1) E-Class room with a minimum seating capacity of 50 each room space at the College premises to the First Party for Establishing the Employability Skill Center allocated to the Second Party. The second party shall ensure adequate furniture and electrical fixtures in the class rooms and labs;
- C2. Shall be responsible for ensuring proper physical security of the IT & other electronic Items as per schedule-1. Towards security, the second party shall do necessary arrangements and ensure the security for the items;

129

C.3. Shall facilitate trainings for different segments namely students within campus, students from other colleges and job seeking youth and the college shall allow its students to attend programs, take assessments and interviews as per schedule communicated by first party;

C.4 Shall provide separate Toilets to the boys and girls, who undergone training at the Employability Skill Center;

C5. Shall put necessary efforts and ensure maximum participation of students belonging to Scheduled Caste (SC) and Scheduled Tribe (ST) Categories in the college;

C6. Shall appoint a Centre Coordinator as Single point of contact person (SPOC) for all admin and programme related activities with the Second Party at the Employability Skill Centre for smooth running of the ESC.

C7. Shall actively participate in the ESC Programs, communicate feedback from the college and students, suggesting for betterment of the ESC programs towards maximizing reach;

C8. Shall arrange for common facilities of housekeeping, security, electrical supply, Drinking and Usage water to the Toilets for the Employability Skill Center students;

C9. Shall mark the daily attendance in the suggested mode (manual or bio metric or iris scan or so) by the SPOC of Second Party in coordination with ESC Coordinator.

C.10 Shall facilitating in collecting the registration fee as communicated by the First Party, from the candidates provided by the Second Party.

C11 Shall follow Operational Guidelines of ESCs in maintaining activities in ESCs.

D Responsibilities of Both Parties

The Both Parties agree that:

D.1 The Parties shall diligently perform their respective obligation under the Arrangement as per the procedure set forth above.

D.2 Neither Party shall share any Confidential Information with any other party. The sharing of such database by each other will be on trust that it will not be used by either Party for providing any kind of information to any third party.

D.3 The Parties agree to use the Confidential Information only for the purposes of this Arrangement and only as permitted herein under this MoA.

D.4. The ESC shall exclusively be used for in program to be assigned by the First Party to Second Party.

E: Ownership of assets: the ownership of the IT infrastructure/assets will lies with APSSDC whereas the second party, would be the custodian of the installed assets.

F. Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the APSSDC and Second party, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings

G. Termination of the MOA:

a) Termination for Default: The first party may, without prejudice to any other remedy for breach of Agreement, by a written notice of default of at least 30 days sent to the second party, terminate the Agreement in whole or in part (provided a cure period of not less than 30 days is given to the second party to rectify the breach):

(a) The agreement may be terminated if it is discovered at any stage that the second party has been furnishing false claims or providing misleading information with respect to enrolment of trainees, conduct of training or any other aspect related to programme.

(b) If the second party, in the judgment of the first party, is found to be engaged in corrupt, fraudulent, coercive and restrictive or collusive practices in competing for or in executing the Agreement.

(c) If the second party commits breach of any condition of the Agreement.

(d) If the second party is de-empanelled at any stage during the course of the Agreement.

b) Termination for Insolvency: The first party may at any time terminate the Agreement by giving a written notice of at least 30 days to the second party, if the second party becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the second party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the first party.

c) Termination for Convenience –The first party, by a written notice of at least 30 days sent to the second party, may terminate the Agreement, in whole or in part, at any time for its convenience. The Notice of Termination shall specify that termination is for the first party's convenience, the extent to which performance of the second party under the Agreement is terminated, and the date upon which such termination

becomes effective. Depending on merits of the case the second party may be appropriately compensated for the loss incurred by the Agreement, if any, due to such termination.

- d) Limitation of Liability** - In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The second party shall not be liable to the other hereunder or in relation hereto (whether in Agreement, tort, strict liability or otherwise) for more than the annual value of the training fees and any incentive paid (including any amounts invoiced but not yet paid) under this Agreement.
- e) Termination by the Client** – first party may, by not less than thirty (30) days' written notice of termination to the second party, such notice to be given after the occurrence of any of the events, terminate this Agreement, if:
- a. The second party fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the first party may have subsequently granted in writing;
 - b. The second party becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
 - c. The second party fails to comply with any final decision reached as a result of arbitration proceedings;
 - d. The second party fails to comply with the decisions of the first party;
 - e. The second party submits to the first party a statement which has a material effect on the rights, obligations or interests of the first party and which the second party knows to be false;
- f) Termination by the second party** - The second party may, by not less than thirty (30) days' written notice to the first party, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
- g)** Upon termination of this Agreement by notice of either Party to the other Party, the second party shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
- h)** The first party will reserve the right to cancel the MOA and take back all installed and transferred items as per schedule-1 in the circumstances of the second party's non-cooperation to organize ESC programs to its fullest potential.
- i)** The First party shall reserve the decision rights on the scheduled items on completion of tenure of the agreement.

F. Representations and Warranties by the Parties

In addition to the above the Parties hereto represent and warrants to other Parties as under:

- a) That it is duly organized and validly existing under the laws of the jurisdiction in which incorporated and has the necessary corporate power and authority under Applicable Laws to carry on its business and or perform its functions.

b) That this MoA

- I. is within its powers and has been duly authorized by it; and
- II. does not conflict in any material respect with any law or regulation or its constitutional documents or any document binding on it and that it has obtained all necessary consents for the performance by it under this MoA.

c) That all information set forth in this MoA is true and correct and is not misleading in letter and spirit.

G. PERIOD OF VALIDITY:

This MoA shall become effective from the date hereof and shall be in force for a period of **three years**, unless terminated by mutual consent of the parties.

Each Party shall, however, have the right to terminate this MoA without assigning any reasons by giving prior written notice of 90 (Ninety) days through its authorized signatory. Without prejudice to the above, each Party may terminate this MoA by giving 45 (Forty Five) days notice in the event of breach of any of the terms of this MoA by any of the other Parties, however, such party shall serve a prior notice of its intention to terminate this MoA to the other parties and such event of breach should have remained un resolved/ un rectified within the said notice period of 45 days or such extended period as may be mutually agreed to.

H. NOTICES:

Unless otherwise provided herein, all notices or other communications under or in connection with this MoA shall be in English, will be issued in writing and shall be signed by the authorized representative of the issuing / serving Party and may be sent by personal delivery or post or courier or facsimile to the address, facsimile number given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, three days after being deposited in the post and if sent by courier, two days after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

I. COMMUNICATIONS AND PUBLICITY:

The Parties shall consult and agree on all and any intended communications, publications, presentations and documentations relating to this Arrangement/ MoA(jointly the "Communication(s)") in advance prior to the intended release. If a MoA cannot be reached, a Party shall have the right to disclaim endorsement and/or dissociate itself from that Communication(s). No party shall use logo/trade mark etc. of each of the parties without obtaining its prior written concurrence to that effect.

J. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

MODIFICATION: Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed, and dated by all parties, prior to any changes being performed but all rights reserved by First Party can change any point of time needed.

INFORMATION OWNERSHIP: All information provided by First Party shall only be utilized for conducting training and placement assistance and First Party holds no ownership over the content prepared by Second party. First Party will in no way share or distribute any information received with other public or private agencies, organizations, and individuals\

PARTICIPATION IN SIMILAR ACTIVITIES: This instrument in no way restricts First Party from participating in similar activities with other public or private agencies, organizations, and individuals.

NON-FUND OBLIGATING DOCUMENT: This instrument is neither a fiscal nor a funds obligation document.

ESTABLISHMENT OF RESPONSIBILITY: This MoA is not intended to, and not create any right benefit or trust responsibility, substantive or procedural, enforceable at law, by a party against First Party or Second Party.

COMMENCEMENT/EXPIRATION DATE: This instrument is executed as of the date of last signature and is effective up to 3 years after end of service and will automatically expire unless extended.


AUTHORIZED REPRESENTATIVES: By signing below, the individuals signed in this document as representatives of First Party, Second Party are authorized to act in their respective areas for matters related to this MoA.

The parties hereto have executed this agreement as of the last written date below.

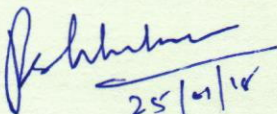
FIRST PARTY

SECOND PARTY

Date: 25/01/18

Date: 

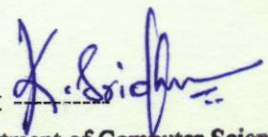
APSSDC


25/01/18

PRINCIPAL
Parvathani Brahmaya
Dr. M. RAMESH
Siddhartha College of Arts & Science
PRINCIPAL PBSCAS
VIJAYAWADA - 520 010.

PRANAY.P
Manager - Projects
Andhra Pradesh State
Skill Development Corporation,
Krishna Dist.

Witness: -----

Witness: 
Department of Computer Science
Parvathani Brahmaya
Siddhartha College of Arts & Science
VIJAYAWADA - 520 010.