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Unique Doc. Reference : SUBIN-UPUP1421740412470553182028T
Purchased by : REGISTRAR P R S U PRAYAGRAJ
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : AGREEMENT AS PER DOCUMENT
Consideration Price (Rs.) :
First Party : REGISTRAR P R S U PRAYAGRAJ
Second Party : Not Applicable
Stamp Duty Paid By : REGISTRAR P R S U PRAYAGRAJ
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made on 15.6.2021, 2021 at Prof. Rajendra Singh (Rajju Bhaiya) University, Naini, by and between:

NSIC-Technical Services Centre (herein after referred as "NSIC-TSC"), one of the technical centers of National Small Industries Corporation, a Government of India Enterprise under the Ministry of MSME, having its registered office at NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020, which expression, unless

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[Signature]

repugnant to the context, shall mean and include its successors, assigns and authorized representative of First Part.

AND

"Partner Institution", Prof. Rajendra Singh (Rajju Bhaiya) University which is a **State University, established under the Uttar Pradesh State Universities (Amendment) Act, 2013** having its campus at **Naini, Prayagra** acting through its authorized signatory, Registrar, Prof, Rajendra Singh (Rajju Bhaiya) University, (**herein after referred to as "PI"**) which expression, unless its repugnant to the context shall mean and include its successors and permitted assigns of the Second Part.

Both shall hereinafter be collectively referred to as the "Parties" and individually be referred to as the "Party".

ARTICLE 1

PURPOSE

- a) NSIC-TSC is one of the Technical Centres of NSIC, engaged in imparting industry centric, demand oriented training for skill / entrepreneurship development to address the demand of skilled manpower in the industry. Also NSIC-TSC is offering services to the industries through their NABL accredited laboratories.
- b) **PI**, is an academic Institution providing steady source of talent to the nation and abroad by offering technical education in different areas.
- c) NSIC-TSC & **PI** are desirous to work together for imparting skill through training program(s) to the students engaged with **PI** in the campus of NSIC-TSC with an aim to address the skill requirements by the industry.

ARTICLE 2

AREAS OF COLLABORATION

- a) NSIC-TSC and **PI** shall finalize jointly the details of training program(s) including their curriculum and training delivery plan for each of the training program(s) with an objective to impart training to the students engaged with **PI**.
- b) The training to the students of **PI** shall be imparted in the campus of NSIC-TSC and students of **PI** shall pay the training fees including applicable taxes to NSIC-TSC.

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ARTICLE 3

ROLES AND RESPONSIBILITIES OF PI

1. **PI** shall place their request to NSIC-TSC to provide the details of training programs with topics covered in each training program for the training programs those are running in the campus of NSIC-TSC.
2. **PI** shall examine the details of training programs provided by NSIC-TSC and share the said details of training programs along with the topics covered in individual training program, training fees etc. with their students.
3. In case the students of **PI** desires to opt for the training on customized training course covering different topics other than the topics covered under regular training course, the **PI** shall inform to NSIC-TSC with the details of requirement of students with a request for the submission of details along with confirmation.
4. After the receipt of consent from NSIC-TSC for imparting training on regular/ customized training program, **PI** shall facilitate their students through counselling to select the training course from the details of training courses provided by NSIC-TSC.
5. **PI** shall prepare the list of students' vis-à-vis their consent for training course, topics to be covered in individual training program, schedule of training program & training fees including applicable taxes to be paid by students of **PI** and submit to NSIC-TSC for their onward planning.
6. **PI** further advise their students to report in the campus of NSIC-TSC on the day of training along with fees of training, as per the schedule of training informed by NSIC-TSC.
7. **PI** shall advise the students to deposit the fees along with tax at NSIC-TSC prior to the commencement of training course.
8. **PI** shall clearly inform their students about the training programs conducted by NSIC-TSC is non-residential.

ARTICLE 4

ROLES AND RESPONSIBILITIES OF NSIC-TSC

1. NSIC-TSC shall provide the list of ongoing training programs in the campus

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of NSIC-TSC with the topics to be covered in each training program, duration of training course, fees with applicable taxes, schedule etc to **PI**.

2. In case **PI** desires tailor made training programs to be conducted by NSIC-TSC, the details of topics to be covered in customized training shall be forwarded to NSIC-TSC for their confirmation.
3. NSIC-TSC shall confirm with their consent to carry out the selected regular/customized training programs to **PI** after accessing the inputs availability at NSIC-TSC.
4. After the receipt of details from **PI** like number of students with their consent on the specific training course(s), topics to be covered, duration of training course and fees to be paid by student to NSIC-TSC campus, NSIC-TSC shall submit their confirmation to execute the training to the students selected/referred by **PI**.
5. NSIC-TSC shall ensure the resources to be in place prior to the schedule of training for imparting training on the specific training courses those selected by students by **PI**.
6. NSIC-TSC shall collect fees with requisite taxes in advance or latest by first day of commencement of training program along with applicable taxes from students of **PI** and shall not share any part of training fee with **PI**. The fees collected once shall not be refunded/adjusted for any reason.
7. NSIC-TSC shall share the training plan (day to day lesson plan) to the students of **PI** on the first day of their joining the training course.
8. NSIC-TSC shall carryout the assessment of students & issue certificate with joint signature of **PI** and NSIC-TSC to the successful trainees.
9. NSIC-TSC shall allow **PI** officials to visit the area where the training courses for the students of **PI** will be conducted.
10. NSIC-TSC shall place the record of successful trainees with the placement cell to facilitate the trainees for job placement.
11. NSIC-TSC shall only be responsible to monitor the trainees during their presence in its premises. In case of any indiscipline/continued absenteeism, the same shall be reported to **PI** for their onward action.

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ARTICLE 5
AMENDMENT

1. Either Party may request in writing, an amendment of all or any part of this Memorandum of Understanding. Any amendment to this Memorandum of Understanding agreed by the Parties will be in writing and signed by the Parties and will form part of this Memorandum of Understanding.
2. Such amendment will come into operation on such date as may be mutually determined by the Parties.

ARTICLE 6
ARRANGEMENTS WITH OTHER PARTIES

1. This Memorandum of Understanding does not preclude either Party from entering into any similar arrangement with any other party.
2. Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the parties or so as to constitute either party as the agent of the other.
3. Not-with-standing anything contained in the Memorandum of Understanding, where the implementation of this Memorandum of Understanding affects any party's rights and interests with respect to its national and public interest or public order, protection of intellectual property rights and confidentiality and secrecy of documents, information and data, that party may undertake appropriate steps or consultation to insure that its rights and interests are protected and safeguarded.

ARTICLE 7
CONFIDENTIALITY

1. Each Party undertakes to observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. Both Parties have decided that the provisions of this Article will continue to be binding among the Parties, Participants notwithstanding the termination of this Memorandum of Understanding.

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ARTICLE 8
NOTICE

1. During the tenure of MOU, PI and NSIC-TSC hereto may terminate the MOU, either for breach of the terms and conditions of the MOU or otherwise by giving 30 days advance written notice to the other party provided that terminations shall not affect the completion of ongoing training course.
2. Any notice, approval, consent, requestor other communication required or permitted to be given or made under this Memorandum of Understanding will be in writing in the English language and will be served or delivered to the office address of individual party as placed in this MOU.

ARTICLE 9
LEGAL EFFECT

1. This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create any legal binding or enforceable obligations.
2. This MOU shall not constitute the appointment of either party as the legal representative of agent of the other party. No party to this MOU 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 MOU and except as specifically and expressly provided in this MOU.

ARTICLE 10
COORDINATING OFFICER

The Parties will appoint a coordinating officer within their respective organizations, who will be responsible for follow up and coordination of the matters relating to this Memorandum of Understanding.

ARTICLE 11
USE OF LOGO

No party shall have the right to use the name or logo of another party without the prior approval of that party in writing.

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ARTICLE 12
DISPUTE RESOLUTION & CONFIDENTIALITY

Any dispute to be resolved amicably by the executants of the MoU, otherwise, the dispute to be referred to an 'Arbitrator' under the Arbitration and Conciliation Act, 1996, as amended by Arbitration and Conciliation (Amendment Act) 2015. The Arbitrator will be appointed with the consent of both the parties. The decision of the 'Arbitrator' will be final and binding on both the parties.

ARTICLE 13
FORCE MAJEURE

Neither party shall be made responsible for an unexpected or uncontrollable event.

ARTICLE 14
URATION

The MoU shall be effective from the date of signing and it shall remain in effect for a period of one year. It may be renewed thereafter by mutual written consent.

The parties herein have agreed and signed this document on this. 15. 6. 2021 as under as per above clauses.

Jyoti Nigolia
ज्योति निगोलिया / Jyoti Nigolia
Manager (Industrial) / Manager (I.I.)
राष्ट्रीय लघु उद्योग निगम लिमिटेड
The National Small Industries Corpn. Ltd.
GOVERNMENT OF INDIA ENTERPRISES
Industrial Estate, P.O. Udyog Nagar, Hari-Azadnagar 211 009

For and on behalf of
NSIC- Technical Services Center,
New Delhi

Rajendra Singh
कुलाचिव
वी.आर.एस.यू. प्रयागराज
For and on behalf of
Prof. Rajendra Singh (Rajju Bhiya)
University, Prayagraj Place

1. Witness:-

Akshay

Dr. Anil Kumar Verma
Assistant Professor
P.R.S.U.

2. Witness:-

Dr. Lekshmi Kalyan
HOD. Pol. Science

Place: Prayagraj, (Name PRSU)
Date: 15. 6. 2021