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Memorandum of Understanding

Prime Computer Solutions (PCS) Registration No. RF./KAM/173/0/314 a company duly incorporated and validity existing under the Companies Act , 1956 having its registered office at Nowapara, **Azara Guwahati** "The Party of the 1st Part/ Training Partner" which expression shall, repugnant to the context or meaning thereof, be deemed to include its representatives, nominees, successors and assigns) of the FIRST PART.

AND

Principal of Udalguri college, Dated 22-10-2019 a Govt. College at Udalguri Town, Dist- Udalguri, through its duly authorized signatory **Principal of Udalguri college** (hereinafter referred to as "Second Party" or "ATC (Associate Training Centre)" which expression shall, repugnant to the context of the meaning thereof, be deemed to include its representatives, nominees, successors and assigns) of the SECOND PART.

Now both the parties mutually agreed with following terms & conditions for ASDM Scheme:

- That Associate Training Centre shall head strictly follow the contents, structure & Protocols of training programs duly provided by Training

Partner as per the guidelines of scheme/project issued from ASDM time to time.

- b. That the principal will appoint a person as center head from college to monitor the center.
- c. That Associate Training Centre will not conduct any skill training in period of ASDM job role running time. However, in case the Associate Training Centre itself becomes a Training Partner recognized by ASDM or any other agencies, the Associate Training Centre shall be free to conduct skill related courses in its premises or the properties of the Associate Training Centre utilized by the Training Partner.
- d. That Associate Training Centre will not stop the training in period of running any kind of job role of ASDM.
- e. That Associate Training Centre will allow at least one job role of ASDM to run for one year.
- f. The Training Partner has a proven record in higher education, technical education, vocational education, training etc. and is entering into this agreement so as to expand their reach to offer the above programs as and when required.
- g. That Associate Training Centre head shall furnish information/documents related to his centre and shall intimate to Training Partner in case of any changes thereof.
- h. That Associate Training Centre shall provide the required infrastructure, space, faculty, Tool list & setup for the smooth conduct of trainings, as per the courses for which it will be authorized under ASDM. Further, Associate Training Centre shall extend full support for centre inspections & audit conducted by Training Partner and other regulatory bodies like QCI, SSC or ASDM etc.
- i. That Associate Training Centre shall have facilities and provisions for uninterrupted power supply/backup, proper Drinking Water; ventilation, approach and access, Health & Sanitary Conditions, First Aid, Fire Safety, Overall Safety and other requisites at the Associate Training Centre as required by the Project Guidelines.
- j. That Associate Training Centre shall deliver the training as per the promised schedule to the trainees and will mobilize students after proper

- counseling. ATC will mobilize/identify trainers for batches at their location and also get them trained as required from time to time.
- k. That Associate Training Centre head will ensure that the necessary facilities are extended to the assessor for the assessment purpose.
 - l. That Associate Training Centre shall not have any right to transfer its rights to any other person or body in any manner without prior written approval from Training Partner within the time for which the agreement has been entered into.
 - m. The Associate Training Centre shall report to Training Partner time to time and shall receive important call in holiday
 - n. That Training Partner shall conduct/arrange Train the Trainers (T3) sessions for the trainers appointed by Associate Training Centre as and when deemed fit by Training Partner, at location decided by Training Partner. Cost of Train the trainer of each trainer at the Associate Training Centre is to be borne by the Associate Training Centre.
 - o. The prime responsibility of the Training Partner would be to obtain projects from Govt., Semi-govt. or private establishments in the education sectors and deliver the programs / trainings through Associate Training Centre.
 - p. The Training Partner shall primarily cover aspects such as train the trainer, database management, course content, logistics, coordination with ASDM & SSC and other related services.
 - q. That Training Partner shall provide the technical knowhow, course material (in hard / electronic format as mutually agreed for per specific courses/scheme). Training Partner coordinates with ASDM and SSC for assessment of Trainees after completion of their training.
 - r. Training Partner shall liaison with various Govt./Non-Govt./Autonomous bodies/Universities etc., for all purposes at its own cost.
 - s. Training Partner is empowered to have surprise visit / periodic checks of the Associate Training Centre center and the concerned records relating to the courses and students under this agreement. Training partner is free to conduct audits at the Associate Training Centre related to all activities under this agreement including but not limited to infrastructure, human resources, library, laboratory, database and documents etc or can ask the skill center to provide information in this regard.

- t. All legal and taxation liability pertaining to the acts and deeds of the Associate Training Centre shall be the sole liability of the Associate Training Centre and in no way Training Partner shall be responsible for any lapse on part of Associate Training Centre after receiving the Rs 7000 (Rupees Seven Thousand) only, per candidate from the Training Partner. The Associate Training Centre indemnifies the Training Partner from all consequences arising from any such liability.
- u. Training Partner shall pay the performance guarantee of Rs. 25,000, 2% as TDS, 800 per students etc to ASDM, as applicable The Training Partner shall pay in total Rs 7000 per pass candidate for Domestic Data Entry Operator Job role to Associate Training Centre in the stages as received from ASDM and this will not be disclosed to any other person.
- v. 30% (Rupees Two Thousand One Hundred) only, of Rs 7000 (Rupees Seven Thousand) only per candidate, shall be given to the Associate Training Centre as advance; after having received the 1st Installment from ASDM for each job role and batches during the duration of the course and remaining amount will be given after release of 50% for the course running at the concerned Training Centre by the Training Partner from ASDM.
- w. That Associate Training Centre will refund the amount of 30% (Rupees Two Thousand One Hundred) per student of 7000 (Rupees Seven Thousand) as advance money per candidate, if in case of failure to complete the training or failure of students to clear the examinations.
- x. Placement of candidates for the course/courses running at the premises of the Associate Training Centre, is the sole responsibility of the Training Partner and the Training Partner cannot make excuses of nonpayment to the Associate Training Centre on account of the Training Partner's inability to release the 20% of the total amount per candidate allotted after the placement of the candidates.
- y. All payments made to Associate Training Partner by ASDM shall be made by Bank Transfer only in favour of the **Principal, Udalguri College, Udalguri ,Axis Bank, Udalguri A/c No 913020032718592, IFSC:UTIB0001864** .and there should not be any cash transaction among each other.
- z. The Training Partner will have to settle the Account within ten working days after receipt of money from ASDM.

- aa. The training center head can complain to ASDM if training center does not received payment after release of the training amount from ASDM.
- bb. In case of any change/modification/termination of agreement both the parties are to inform each other minimum 30 days prior to the change/modification/termination of the agreement.
- cc. In case of any legal disputes arising on account of breach of agreement, the parties involved shall approach the District Court, Udalguri, for settlement of disputes.

This Agreement is valid until both the parties agree to do so and till the time it is modified or cancelled.

In witness where of the parties to this MOU have affixed their signatures in the presence of below attesting witness:

For TP "Prime Computer Solutions."

For Associate Training Centre Head

1.



1.



2.

Director
For Prime Computer Solutions.
Registration No **RF./KAM/173/0/314**,
Nowapara, Azara Guwahati

(Dr Luke Daimary, Ph.D.)
Principal, Udalguri College, Udalguri
For Associate Training centre