

## AGREEMENT

For Imparting Skill Development Training of 120 Hours, Banking Foundation Programme in Sectors from Academic Session 2019-2020 and other skill development programs running at the college.

This Agreement is made and executed on this day of 27<sup>th</sup> Jan 2019 at Govt Degree College for Women( ), Begumpet Road Beside Taj Vivanta Hyderabad 500016.

## BETWEEN

Govt Degree College for Women( ), Begumpet Road Beside Taj Vivanta Hyderabad 500016, hereinafter referred to as "College", (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns ) acting through its authorised representative, Dr.G.Yadagiri , hereinafter called the '**First Party**'

## AND

EduBridge Learning Pvt. Ltd {Private Limited Company} incorporated under the provisions of the Companies Act 1956 having its registered office at 1/1 Pollock Street, Kolkata and represented through Mr. Girish Singhanian (Hereinafter referred to as the "Training Service Provider" or "TSP") which expression shall, unless repugnant to the context, include its successors, heirs, permitted assigns, representatives, hereinafter called the '**Second Party**'.

## WHEREAS

The Govt Degree College for Women, Begumpet Road Beside Taj Vivanta Hyderabad 500016. and is mandated to increase the employability of the youth through introduction of Advanced IT programme through skill development viz. Advanced IT courses.

The First Party was proposed the Banking Foundation Programme to impart Skill Development Training from Academic Session 2019-2020 to improve employability of youth in the State. The programme will be implemented based on the pre-set Programme guidelines under the Banking duly adapted to suit the requirements of the Programme Outcome and College.

The First Party has evaluated the proposed Programme submitted by the Second Party and selects the Second Party for imparting skill training to beneficiaries in the college on the terms hereinafter described.

In pursuance thereof, the Parties have agreed to enter this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

### **I. DEFINITIONS AND INTERPRETATIONS**

1. Definitions: Unless the context otherwise requires, the following terms whenever used in this Agreement shall have meanings as below:
  - (a) "Agreement" means this Agreement, signed by both Parties, together with all the Annexures; Agreement including its Annexes and Schedules and subsequent correspondences including but not limited to process manual
  - (b) "Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
  - (c) "Effective Date" means the date of this Agreement;
  - (d) "INR or Rs. means the official currency of Republic of India;
  - (e) "In writing" means communicated in written form with proof of receipt;
  - (f) "Service/s" means the work to be performed by the Second Party pursuant to this Agreement;
2. In this Agreement, unless the context otherwise requires,
  - (a) Words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender;
  - (b) Terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the terms and words defined in the Annexure and used therein shall have the meaning ascribed thereto in the Annexure;
  - (c) Words "include" and "including" are to be construed without limitation;
  - (d) References to Clauses, Sub-Clauses, Annexures in this Agreement shall, except where the context otherwise requires, be deemed to be references to Clauses, Sub-Clauses, Annexures of or to this Agreement;
  - (e) wherever in this Agreement provision is made for the giving or issuing of any notice, endorsement, consent, approval, certificate, agreement, proposal, communication, information or report or determination by any Party, unless otherwise specified, such notice, endorsement, consent, approval, certificate, agreement, contract, proposal, communication, information or report or determination shall be in writing under the hand of the duly authorised representative of such Party;

information or report or determination shall be in writing under the hand of the duly authorised representative of such Party;

(f) Any word or expression used in this Agreement shall, unless defined or construed in this Agreement, bear its ordinary English meaning.

3. The words and expressions not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the Proposal. Without prejudice to the generality of the provisions of this Agreement, the provisions of proposal and specific terms & conditions, if any, mentioned in the work orders issued by the First Party, shall apply and be binding on the Second Party. However, in any case of disagreement between the various document SOP (which will be notified separately) would have any overriding effect

4. While the documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement, they are to be taken as mutually explanatory to one another.

5. Any Annexure or Appendix or Schedule that forms part of the Agreement and is not available at the time of execution of this Agreement shall be added later duly signed by both the Parties. Any action required to be taken, and any document required to be executed under this Agreement by the First or Second Party may be executed by the officials specified hereunder:

5.1. Management/Trustees/Principal of the college

5.2. Authorized Signatory of Second Party.

## **II. SCOPE OF WORK FOR THE SECOND PARTY**

6. The overarching principles on which Training Programmes have to be designed by the second party are the following:

### **6.1 Programme Design**

6.1.1. Second Party will design Courseware for the respective programme offered, keeping in mind the trainee segment in college. It should meet requirements of National Occupation Standards (NOS) and Qualification Packs (QPs) so that the Course is aligned to NSQF and approved by respective SSC's besides the affiliating university

### **6.2. Programme Materials**

6.2.1. The Second Party will develop "Participant Handbook" relevant to the programme and it will be provided in print format to all trainees enrolled for the programme. One copy of the Handbook will be submitted to college also.

6.2.2. Second Party will develop "Trainer Handbook" for the programme and same will be provided in printed format to all Trainers. One copy of the Handbook will be submitted to college also.

6.2.3. Curriculum will be a mix of practical and theory and will also include project work, home-work and self-learning modules

6.2.4. E-Content (PPT and Videos) will also be provided

### **6.3. Training Delivery: Second Party**

- 6.3.1. Second Party will develop an activity-based learning methodology for the Programme and the same will be adopted while imparting training. The approach will be reflected in all documents developed for the programme;
- 6.3.2. Second Party will have Session-wise Training Delivery Plan as per Programme Framework and will adhere to the plan
- 6.3.3. The training activities will provide more scope for teamwork, individual practice on the skill and interaction of the participants
- 6.3.4. Second Party will draw up training calendar for the skill component in consultation with College and adhere to the plan
- 6.3.5. Second Party will ensure each trainee gets individual attention
- 6.3.6. Second Party will deliver training as per the approved Framework
- 6.3.7. Second Party will provide all the materials required for training delivery to the Trainers and Trainees.
- 6.3.8. Second Party will ensure attendance of trainees through quality delivery of the programme as per approved schedule. These are not exhaustive and are expected to utilize their expertise in pedagogy and training delivery to provide an outstanding learning experience to the trainees.

### **6.4. Trainer**

- 6.4.1. The Second Party will provide the relevant trainers under this Programme
- 6.4.2. The Second Party will deploy Trainers trained for the Programme.
- 6.4.3. Trainers will attend Training of Trainer (ToT) programme conducted and certified by the Second Party
- 6.4.4. Trainers will have proficiency in both English and local language
- 6.4.5. The Second Party will have to make an arrangement of substitute trainer during the period of leave (financial liability of the period will be borne by TSP), and if a trainer goes on leave for more than 5 days alternate arrangement will have to be provided
- 6.4.6. Updation/Augmentation of the labs if required, for intense practical training (The cost for procurement of lab material will be borne by college)
- 6.4.7. Maintenance of Labs (Any major maintenance cost to be borne by college)
- 6.4.8. Assistance/Approval of College may be required to arrange for Industrial Visits/Field Trips/OJTs/Project Work

### **6.5. Mobilization**

- 6.5.1. Second Party will assess and select trainees during Mobilization organized at the college
- 6.5.2. Second Party will conduct orientation session for college staff about the prospects, content, job opportunities, and Internship arrangements if required
- 6.5.3. Second Party will conduct an initial aptitude test for selection of appropriate candidates into Programme, for a job role, and all trainees will be counselled.

#### **6.7 Assessment, Evaluation and Certification**

- 6.7.1 Final Assessment for the Programme will be conducted by EduBridge Second Party will also conduct regular internal assessments during training period.
- 6.7.2 Second Party will conduct continuous and comprehensive evaluation for each batch as per their internal methodology and the marks obtained will be shared with Programme Donors.

#### **6.8 Batch Size**

- 6.8.1 The batch size of the Programme may vary from minimum 50 to 60 students.

#### **6.9 Reports**

- 6.9.1 At the end of the programme, the course completion report will be submitted in digital format to college for the purpose of information exchange.
- 6.9.2 This report will comprise the salient features of the training activities under this programme and overall summary report on completion of entire programme.

#### **6.10 Co-ordination**

- 6.10.1 Second Party will deploy a coordinator to implement the programme.
- 6.10.2 Coordinator will represent the Second Party for all programme related activities.
- 6.10.3 Coordinator will submit relevant training reports to the college as per requirement.
- 6.10.4 Coordinator will attend the review meeting of the programme, whenever it takes place or if required.
- 6.10.5 College to provide support through a single point of contact during the entire duration of the Programme

### **III. KEY TERMS OF THE AGREEMENT**

- 7 **Process Guidelines:** The Second Party shall follow the training guidelines, standard operating practices as notified by the First Party from time to time for conduct of any activity outlined

#### **8 Suspension of services**

- 8.1 In the event of breach as under clause 11.1, the First Party may issue a written notice of suspension for the Second Party to remedy the breach within thirty (30) days of receipt of such notice.

- 8.2 In the event of failure of the Second Party to remedy/rectify the notified breach to the satisfaction of the First Party within thirty (30) days of receipt of the notice of suspension.

#### IV. SPECIFIC DELIVERABLES AND TIMELINES

- 9 **Batch Initiation:** The Second Party will initiate the first batch in the January month of the academic year 2019-2020 in the college premises
- 10 **Trainees Attendance:** Trainees must remain present for atleast 90% of the total training hours.
- 11 **Assessment of Trainees:** The assessment process must be initiated / facilitated by Second Party such that assessment is carried out towards the completion of training or at a pre-agreed date for regular in-training assessments.

#### V. OBLIGATIONS OF THE TWO PARTIES

- 12 **Responsibility of the First Party:** The First Party shall be project sanctioning, supervising agency, and shall:
- 12.1 Discharge its responsibilities through facilitation, timely support for the progress of the project;
  - 12.2 Review and accord sanction for the training plans and calendar submitted by the Second Party;
  - 12.3 Conduct regular monitoring of project performance and outputs if required
  - 12.4 College will appoint a single point of contact to support second party in day to day operations and execution of the project
- 13 **Responsibility of the Second Party:** The Second Party agrees to implement the program as per the terms and conditions described herein, and shall:
- 13.1 Be fully and directly responsible for achieving the targets in compliance with any guidelines, circulars or orders issued by the First Party from time to time;
  - 13.2 Carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices;
  - 13.3 Observe sound management practices and employ appropriate technology including safe and effective equipment, material and methods;
  - 13.4 Promptly inform the First Party of any event that may have legal or other implications, including affecting the achievement of objectives specified herein, in writing;
  - 13.5 Furnish to the First Party all pertinent information and reports as required from time to time;
  - 13.6 Allow and facilitate the First Party or its representatives to inspect, at any time, the site of programme implementation;
  - 13.7 Maintain records in accordance with appropriate and accepted training practices;



13.8 Ensure that the personnel engaged by it in the performance of its obligations under this agreement are at all times properly trained for their respective functions;

13.9 Keep complete record of beneficiaries trained under the project including their names, parents' names, address, contact number, training course, copy of assessment certificates, etc. as required by Donor

13.10 Ensure that there is no conflict of interest in execution of work under this project and ensure that any such situation, should it arise, is immediately reported to the First Party.

13.11 Be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in this or any other agreement and no default shall excuse the Second Party from its obligations or liability hereunder.

## **VI. GENERAL**

### **14 Fraudulent and Corrupt Practices.**

14.1 Both parties and its respective officers, employees, agents and advisors shall observe the highest standard of ethics during the subsistence of this agreement. Notwithstanding anything to the contrary contained in the agreement, Either Party may terminate the agreement without being liable in any manner whatsoever to the other Party if it determines that the other Party has directly or indirectly or through an agent engaged in corrupt practice , fraudulent practice , coercive practice to the other Party hereunder or subsistence or otherwise.

14.2 For the purposes of this Agreement, the following terms shall have the meaning hereinafter respectively assigned to them.

14.2.1 "Corrupt practice" means the offering, receiving, giving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in execution of services;

14.2.2 "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts in order to influence a selection process or the execution of services;

14.2.3 "Coercive practices" means impairing or harming or threatening to harm, directly or indirectly, persons or their property to influence processes during selection process or execution of services.

14.2.4 "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the selection process (including bid) or the execution of services.

### **15 Commencement, Completion and Modification of Agreement**

15.1 This Agreement shall come into force and effect on the date of signing of this Agreement.

15.2 The contract will be valid from January 2019 and April 2020

15.3 Both Party can modify terms and conditions of this Agreement subject to mutual agreement between the Parties to account for change in Government stance.

Any modification or variation of the terms and conditions of this Agreement not covered under the above, including any modification of the scope of services or specific deliverables/timelines, may only be made by written agreement between the Parties.

## **16 Termination of Agreement.**

**16.1 Termination by the First Party:** The First Party may terminate this Agreement, by giving not less than thirty (30) days' written notice of termination to the Second Party.

**16.2** If the Second Party fails to remedy any breach hereof or 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;

16.2.1 If the Second Party becomes insolvent or bankrupt.

16.2.2 If the Second Party fails to comply with any final decision reached as a result of dispute proceedings;

16.2.3 If there is any breach of terms & conditions of this Agreement or any guidelines issued by the First Party.

**16.3 Termination by the Second Party:** The Second Party may terminate this Agreement, by giving not less than thirty (30) days' written notice to the First Party.

16.3.1 If the First Party is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days (or such longer period as the Second Party may have subsequently agreed to in writing) following the receipt by the First Party of the Second Party's notice specifying such breach;

16.3.2 If the Second Party becomes insolvent or bankrupt;

16.3.3 If, as the result of Force Majeure, the Second Party is unable to perform a material portion of its services for a period of not less than sixty (60) days; or

16.3.4 If the First Party fails to comply with any final decision reached as a result of arbitration.

**16.4 No Objection:** On termination of this Agreement, the First Party shall have the right and the Second Party should not have any objection to the First Party appointing a Third Party to assess or complete the services to be performed under the Scope of this Agreement

**17 Force Majeure:** For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies. Neither party hereto shall be considered in breach hereof or in default if it fails to perform or observe any or all of the terms of



this agreement resulting directly or indirectly from Force Majeure events. In such case either party shall notify the other party of the occurrence of such cause. Should, as a consequence, the performance under this Agreement be prevented for a period longer than six months, then the other party shall have the right to terminate this agreement.

## **18 Disclaimer**

18.1 The Parties acknowledge that prior to the execution of this agreement, both have, after a complete and careful examination, made an independent evaluation of the scope of services under the project, applicable specifications and standards, local conditions, conditions on ground, and all such information and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in performance of its obligations hereunder, and confirms that it shall have no claim whatsoever against the any Party in this regard.

18.2 The Parties acknowledge and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in the agreement and hereby acknowledges and agrees that either Parties shall not be liable for the same in any manner whatsoever to the Second Party.

**19 Indemnity:** Notwithstanding anything to the contrary contained in this Agreement and without prejudice to other rights that the Parties may have under this Agreement and in law, each Party (the "indemnifying Party") hereby irrevocably indemnifies, defends, saves and holds harmless and irrevocably agrees and undertakes to keep indemnifying, defending, saving and keeping harmless at all times the other Party ("indemnified Party"), and its respective directors and employees including offices and managers on demand, to the fullest extent permitted by applicable law from and against any and all losses, damages, penalties, costs, charges, reasonable expense, suits, or legal/quasi legal proceedings of whatever nature, including, without limitation, any legal or other fees and expenses in connection with investigating, disputing, preparing or defending any claim which may be suffered or incurred by the indemnified Party resulting from or arising out of a breach of any covenant or agreement made or failure to perform (whatever in whole or in part) any obligation required to be performed by the Indemnifying Party (or any person or representative designated by the Indemnifying Party) under this Agreement.

## **20. Dispute Resolution:**

20.1 Any differences or disputes that arise between the Parties shall in the first instance be resolved mutually by the Parties.

20.2 This Agreement shall be governed by the Indian laws and subject to the jurisdiction of the Courts at Government of India.

20.3 Any notice required to be given under this Agreement shall be served on the party at their respective addresses given below by hand delivery, email or by registered post.

## Address of the First Party

Govt Degree college for women, Begumpet  
Address:Hyderabad  
Email:gdcwbpthyd@gmail.com  
Contact No.9441364293

## Address of the Second Party

EduBridge Learning Pvt. Ltd.  
501, Sapphire Building, Khar(w)  
Email: Niranjan@edubridgeindia.com  
Contact No.9666001251

## 21. Representation and Warranties

The Parties to the agreement hereby represent and warrants agree and confirm as follows:

- (a) They have all requisite powers and have been duly authorised to execute this agreement
- (b) This agreement is enforceable against the parties in accordance with its terms.

## 22. Other convents:

22.1 The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper concerning the project under agreement is allowed only, after seeking explicit permission in writing by either party.

22.2 The Second Party shall be responsible for the safety of the students during industrial visits. The Second Party shall be liable for all the consequences arising out thereof as per College Guidelines. College Principal shall also nominate one representative from college to be present during the Industry Visits.

22.3 This Agreement will come into effect from the date of signature by all the parties and can be extended after mutual consultation of all the stakeholders. This Agreement may be varied at any time by mutual agreement of the parties in writing. It shall be reviewed at a time mutually agreed by the parties for possible renewal.

22.4 Second Party shall ensure the compliance of labor laws and other relevant laws applicable to the TSP's/Companies/Firms. Non-compliance or violation of any clause of the agreement shall attract termination of the contract.

22.5 The physical infrastructure assigned in premises, furniture, systems, projectors, etc. so made available, under this MOU shall be solely owned by the College and Second Party shall have no right or claim in this respect thereof. The Branding material and other materials provided by and copyright of Second Party shall be solely owned by the Second Party and College shall have no right or claim in this respect thereof. This includes the use of the content/curriculum provided by the Second Party.

22.6 This Agreement does not give authority to any of the parties to either represent or exercise opinion or make decision, on behalf of the other.



22.7 Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God, public disorder, riots, embargoes, or

strikes, acts of military authority, epidemics, strikes, lockouts, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises; the Second Party shall promptly notify college in writing of such condition and the cause thereof.

22.8 Second Party shall be solely responsible in all respects regarding the terms & conditions of service of the staff so recruited/engaged for the commencement of courses in the college. The college shall not be liable in this regard in any manner & no claim shall lie against it.

22.9 The Second Party shall carry out the services & carry out all its obligations under the agreement with due diligence, efficiency etc. in accordance with generally accepted norms, techniques & practices. The Second Party shall also adhere to professional standards to recognize by professional bodies.

IN WITNESS THEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DATE, MONTH AND YEAR MENTIONED HEREINBEFORE.

For and on behalf of the First Party	For and on behalf of the Second Party
 <b>PRINCIPAL</b> Govt. Degree College for Women Begumpet, Hyderabad	
Stamp and Signature	Stamp and Signature
Name: <i>D. G. Yadagiri</i>	Name: <i>G. Nivonjan</i>
Designation: <i>Principal, Govt. Degree College for Women, Begumpet</i>	Designation: <i>Regional Manager</i>
Date: <i>27-01-2020</i>	Date:
Place: <i>Hyderabad</i>	Place: <i>Hyderabad.</i>