

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

S 870144

Agreement
Between

ORION EDUTECH PRIVATE LIMITED

And

WOMEN'S COLLEGE, TINSUKIA

Rajib Bordoloi
Principal
Women's College, Tinsukia

This Agreement has been made and agreed upon between all the parties mentioned below, signed on the27th..... day ofApril.....2016.

A. Objective

This Agreement is for collaboration between the Parties for imparting skill based training to the students of colleges of Dibrugarh University. The training so imparted will be part of the academic cycle as an add-on course for the students to enhance employability skills of the students.

BETWEEN

For ORION EDUTECH PVT. LTD.

Rajib Bordoloi
Principal
Women's College, Tinsukia

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[Signature]
Director

Edutech Private Limited, a Company within the meaning of the Companies Act, 1956 (1 of 1956) and having its Corporate office at Orion House, 28, Chinar Park, 1st Floor, Rajarhat Road, Kolkata-700157, hereinafter referred to as the "Training Partner or TP", of ONE PART:

AND

Women's College, Tinsukia, at *Tinsukia, Rangagora Road, Tinsukia-786-125* Assam, hereinafter referred to as the "College", of OTHER PART:

B. Background and Purpose

The purpose of this Agreement is to establish partnership between the Parties for imparting skill based training to the students of Women's College, Tinsukia of Dibrugarh University. The training so imparted will be add-on course of the academic cycle. The said project will cover Retail and Tourism & Hospitality sectors.

C. Roles and Responsibilities

a) Responsibilities of Training Partners

- I. **Project Manager:** TP would nominate "TP Project Manager" who would act as a single point of contact for Women's College, Tinsukia, of Dibrugarh University for coordination, monitoring, preparing reports, sharing course details to the students and successful implementation of the program.
- II. **Student Orientation:** TP would conduct counselling session, seminars in coordination & support from respective colleges.
- III. **Training Delivery:** TP will ensure that the skill based training is delivered in selected sectors to students enrolling for the program with a view to get them employed in the respective sectors, if they wish to. Following will be ensured by TP and overseen :
 - o Develop content and curriculum for respective job roles and get it delivered through its faculty effectively in the classroom.
 - o Ensure that the entire skill based content designed is delivered in the classroom within the stipulated time. Ensure quality parameters are met.
 - o Ensure conduction of internal assessments of students on a monthly basis as per the assessment pattern set up for the domain.

Priya Boro
Principal
Women's College, Tinsukia

For ORION EDUTECH PVT. LTD.

[Signature]
Director

Priya Boro
Principal
Women's College, Tinsukia

- o Conduct soft skill training including preparing the students for work as per the industry requirement.
 - o Inviting and organising guest lecturers from domain related experts working in industry.
- IV. **Industry involvement:** TP will partner with relevant organisation for deeper involvement into the course to make it market relevant. Involvement by industry will also help in mapping the market needs.
- V. **Internships and Placements:** TP will facilitate placement of minimum 70% of the students on the successful completion of course, in case the student desires so.
- VI. **Infrastructure for Setting up of Lab:** TP will bring in additional infrastructure wherever required.
- VII. **Faculty Governance:** The faculty deployed by TP will work in sync with the time table of the college as desired by the Principal. Functionally they will be under the control of the principal concerned whereas all other matters it will be to TP with overall superintendence /management with the PMU/NSDC and the instructions, directions issued by the NSDC/SSC/UGC would prevail.
- VIII. **Service Level Terms:** Following Service Level Terms will be adhered to by TP:
- o Complete the syllabus as per the time line.
 - o Conduct practical classes as per the syllabus wherever applicable.
 - o Conduct work readiness module and prepare students for world of work.
 - o Arrange industry guest lecture as and when required.
 - o Facilitate industry interaction and interface.
 - o Assist/facilitate in placement of the students. 70% placement to be ensured by the TPs for the students who wish to be placed or opt for self-employment.
 - o Arrange campus interview where ever possible and needed.
 - o To provide all necessary information regarding the project to the college as and when required by it.
 - o To provide weekly progress report and attendance report.
 - o Participate in review meetings conducted as and when called for
- IX. **Performance Metrics/ Measurement:** TP's performance will be measured through PMU/NSDC for:
- o Content delivery as per timeline.
 - o Industry Engagement.
 - o Placement of students, who desire to seek employment (including self-employment)
 - o Percentage of students getting certified.

Fajika Bordoloi

Fajika Bordoloi
Principal

Women's College, Tinsukia

Fajika Bordoloi
Principal
Women's College, Tinsukia

[Signature]
Director

- Timely and accurate reports.
- X. **Leave:**
- The faculty deployed will be entitled one casual leave per month with the prior approval of the Principal concerned.
 - Maternity leave provisions will be taken care by the TP.
- XI. **Penalty Clause:** If any faculty is absent for more than 7 working days without intimation or 10-working days with intimation (a copy of the leave application should be sent to the PMU/NSDC through Principal concerned), NSDC concerned will impose a penalty on concerned TP.
1. Financial implications would be laid out on the TP after 20 days @ Rs 500 per day.
 2. A show cause notice would be served on the 21st day to the TP to arrange an alternate Trainer.
 3. Post step (2) College, NSDC will hear to the concerns of the TP why no replacement/substitution was provided in the school and will take decision accordingly.
 4. In case of delay in hiring/substitution in hard and special areas permission needs to be taken from College, NSDC for extension of time.
- XII. **Termination of faculty:-**If any faculty is not found suitable up to the satisfaction of the college up to two months the concerned TP will straight way terminate the services of the said faculty and provide the substitute within ten days

Fajro Boodetof
 Principal
 Women's College, Tinsukia

b) **Responsibilities of Colleges.**

The college shall be responsible for activities such as:

- **Assistance in student mobilization:** College will assist the respective TPs in their campus to mobilise students for skill courses, workshop, seminar, orientation programs etc.
 - College will deploy during this phase a dedicated Project coordinator assist the TP in the above activities
 - In addition to the TP, the College will motivate the students to enrol for the training program offered by the TP
- **Assistance in training programs:** College will assist the respective TPs in the training program by providing support infrastructure such as provision of rooms for training along with appropriate furniture, projector, and Black/white board with markers etc.
- Providing the required infrastructure for training i.e. classrooms and labs for practical training.
- **Assistance in placements:** College will assist the respective TPs in the Mock placements, drives.
- **Certification ceremony :** Can be organised mutually by College and TP

Fajro Boodetof
 Principal
 Women's College, Tinsukia


 Director

- **Nodal Officers:** College will designate one Nodal Officer at who will be responsible for overseeing/reporting (In coordination with PMU) the program implemented by TP
- **Assistance to PMU:** The College through its nodal officer will assist the PMU/NSDC in monitoring & evaluation of the training programs.
- **Training fee payment:** The Colleges should ensure that training fee is paid to the TP during the student registration, in the form of DD

D. COORDINATION OF MEETINGS AND LIAISON

All the parties to the agreement will establish procedures to facilitate regular contact at the executive and operational levels to discuss issues arising in relation to the Project.

All the parties will hold a monthly meeting, between senior officials to discuss the coordination of matters relevant to the operation of this Agreement.

That the College hereby undertakes and agrees to cooperate with the TP in all possible ways time to time and/or in any manner whatsoever. It will be the responsibility of the

E. FEES STRUCTURE:

That the T.P. shall charge a sum of Rs. 2500/- (Rupees Two Thousand and Five Hundred only) per semester to each candidate irrespectively the courses thereof, which will be paid directly to the T.P. or its permitted assignees.

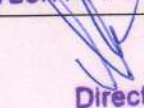
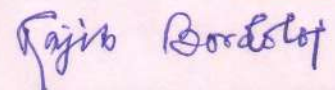
OTHER COVENANTS

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.
2. Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Agreement shall be settled amicably through mutual consultation or negotiations between the Parties, without reference to any third Party. If still difference persists, the matter will be referred to arbitration as per the law of land.
3. The Parties are entering into this Agreement in good faith and intentions. Neither party will be responsible for any liabilities arising out of death, injury or any legal action in respect of field staff, trainees or any other persons associated with the operationalization of this Agreement.

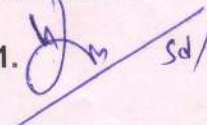
4. This Agreement will come into effect on date of signature by both the parties
This Agreement may be varied at any time by mutual agreement of the parties in writing. It shall be reviewed three month before the end of contract date or at a time mutually agreed by the parties for possible renewal.
5. Each party might bring this Agreement to an end by giving a 3 months' notice to the other parties, via written notice to this effect. In case of premature termination of agreement on a notice, either party will be under obligation to complete the ongoing task/activities in its totality in the best interest of the students.
6. Any future changes/amendment in any of the clauses shall be notified in writing by either party herein. Such changes shall be automatically included as a part of this agreement, subject to the changes being mutually accepted by all parties

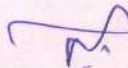
Both the parties have set their respective hand in presence of the witness on this 27th day of April, 2016.

For ORION EDUTECH PVT. LTD.

 Director Training Partner (TP)	 College <u>Women's College, Tinsukia</u>
Dated:	Dated: <u>Principal</u> <u>Women's College, Tinsukia</u>

Witnesses:

1.  sd/- (Uttam Duarah)

2.  (Debasis Phukan)

Coordinator
TINSUKIA STUDY CENTRE (0403)
WOMEN'S COLLEGE
TINSUKIA