



தமிழ்நாடு தமில்நாடு TAMILNADU Naandi Foundation

20 SEP 2021

CO 707572

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MoU") is entered into by and between Department of Technical Education, Government of Uttar Pradesh and Naandi Foundation, Hyderabad on 14-09-2021 into by and 31-03-2024 between.

Department of Technical Education, Government of Uttar Pradesh as FIRST PARTY.

AND

Naandi Foundation, a Public Charitable Trust incorporated under the Indian Trusts Act, 1882, having its registered office at 502, Trendset Towers, Road No 2, Banjara Hills, Hyderabad – 500034, Telangana, India represented by Ms. Radha Varadarajan-Naandi Foundation (Mahindra Pride Classrocm) (hereinafter referred to as "Naandi" which expression shall mean and include its heirs, successors, executors, administrators, authorized representatives and permitted assigns) as **SECOND PARTY.**

(Both Parties are hereinafter jointly referred to as "Parties" and individually as a "Party")

Introduction

WHEREAS Department of Technical Education, Government of Uttar Pradesh was established in the year 1961 for the planned, chronological and coordinated development of technical education in the state of Uttar Pradesh. It has been divided in two sectors viz. Degree and diploma to provide standard technical education at Graduate/Post Graduate and Diploma level. At Diploma level, for effective control and management, the dept. Has been divided into four zones viz. East zone, West zone, Central zone and Bundelkhand zone with their zonal headquarters located at Varanasi, Meerut, Lucknow and Jhansi respectively.

WHEREAS the Second party - Naandi Foundation is an apolitical, autonomous Public Charitable Trust and a not for profit organisation having registration under section 12AA of income tax act, 1961 is tax exempt and is recognised by tax authorities as an organisation established for 'charitable purpose'

WHEREAS the Second party is working with an objective of people centred development through its charitable activities in whole of India, without distinction of caste, creed or religion, etc.

WHEREAS the Second party engaged, inter alia, in improving the livelihoods of the underprivileged communities through its various social initiatives, developmental programs, in various states of India. The Second Party's activities include, education to underprivileged children with a specific focus on girl child education, improving livelihoods of small and marginal farmers through its farming practices, employable training and skill development programs to underprivileged youth, provision of safe drinking water to communities, etc.

WHEREAS the Second Party, in furtherance of its objectives and as a part of its skill development program to underprivileged youth, wish to build and enhance the employability skill set of the trainees/underprivileged youth in Government Polytechnic's Colleges -in the State of Uttar Pradesh

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WHEREAS both the parties having recognized each other's intention of supporting the trainees, studying in Government Polytechnic's Colleges -in the State of Uttar Pradesh has decided to work together in the space of employability skill development program.

WHEREAS both the parties have decided to reduce the mutually agreed terms and conditions into writing.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

I: The employability skill development program (MPC)

- 1.1 The program shall be carried out with Government Polytechnic's Colleges -in the State across Uttar Pradesh over a period of 3 Years from 14-September 2021 to 31-March2024.
- 1.2 The beneficiaries shall be the trainees/underprivileged youth studying in the final year under this program in the Government Polytechnic's Colleges in the State of across Uttar Pradesh.
- 1.3 The skilling program shall be for a duration of 40 hours to 60 hours or as the case may be decided mutually by the parties.
- 1.4 The program shall include Soft-Skills, Communication Skills, Life Skill and Interview preparations for the beneficiaries under employability skill development program. The beneficiaries may be trained in any other skill set, as mutually decided by both the parties, that improves their employable skill and livelihoods.
- 1.5 The first party shall select the beneficiaries for the said program.

II: Obligations of the First Party

- 1.1 Ensure that the necessary infrastructure like well-equipped class-rooms are made available where the program shall be implemented.

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1.2 Ensure that Polytechnic's Colleges identify one resource person (hereinafter referred to as Training Coordinator) from their faculty group to co-ordinate between the beneficiaries, the Institute management and the Second Party. Contact details of the Training Coordinator shall be shared with the Second party and rest of the team.

1.3 Training Coordinator should ensure that all the trainees are given an awareness on attending employability skill training program prior to the training at their respective institutes.

1.4 Training Coordinator should monitor trainee's attendance on a daily basis.

1.5 Ensure that the basic training requirements like Black/White board, Chalk/Marker, A4 sheets, Projector and screens should be available during training sessions.

1.6 Ensure that the Training Coordinator should take feedback from the trainees for quality assurance purpose.

III: Activities of the Second Party:

1.1. Prepare content that will be most effective in training the beneficiaries/students.

1.2 Provide the first party a detailed Course Schedule.

1.3 Ensure that well-trained trainers are identified for each Institute to ensure overall success of the Project.

1.4 Ensure to give an update on employability training program and its importance to the training coordinator of the First Party.

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1.5 Monitor the program by conducting periodic assessments to ensure that the trainers do a quality job.

1.6 At periodic intervals, give a narrative report to the first party with the challenges met, opinion about the program, suggestions for improvement and feedback from the trainees. Similarly, parameter-based impact evaluation report shall be prepared by second party and submitted to first party periodically on completion of trainings for all students. A consolidated impact report shall be submitted on evaluating impact at project intervention level.

IV. Term:

The MoU will be effective for a period of 3 Years from 14-September 2021 to 31-March 2024. The MOU may be extended on mutually agreed terms for a further period or for such other period as mutually agreed by parties.

V. Free of Cost:

The Program is free of cost. The second party shall not charge any fees on whatsoever account/name either from the students or Government Polytechnic Colleges, for conducting the aforesaid program.

VI. Certification:

Certificates shall be awarded by the second party to the beneficiaries on successful completion of the training having attendance percentage above 80 and clearing of the assessment held post completion of the program.

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VII. General Terms

Amendments to the MoU:

No amendment or modification of this MoU shall be valid, unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modifications/changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

Compliance with laws, statutes, rules and regulations of Government / local authority:

Both the parties shall comply with all laws, statutes and rules & regulations of Central and State Governments or Local authorities that may be applicable from time to time as required under this MoU.

Termination:

All parties shall be entitled to terminate this Agreement by giving thirty (30) days' notice in case of breach of any term of this Agreement, provided that before issuing termination notice such issues shall be discussed with senior officials of the Parties and if they fail to resolve such issues within a period of fifteen (15) days, then it shall result in termination of this Agreement. Both parties also agree and undertake that despite termination of the MOU, the progress of the ongoing Training Programs would continue without any hindrance and would be progressed for completion.

Assignment:

The second party shall not be entitled to assign any of its rights, benefits or obligations under this MoU without written consent of the First Party

Relationship:

Nothing contained in this MoU will be construed as creating any agency, partnership, joint enterprise or other similar relationship between the parties. Neither party will have authority to contract for or bind the other in any manner whatsoever.

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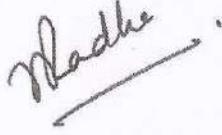
This MoU confers no rights upon either party except those expressly granted herein, and does not confer any right upon either party to make any representation or commitment on behalf of the other.

Confidentiality:

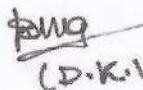
The parties shall severally take care to ensure that the information provided by the other party remains confidential and further agree not to use the Confidential Information for any purpose other than the purpose for which it is intended.

The parties shall not disclose any Confidential Information to anyone other than the employees of either organization who need to know the Confidential Information.

IN WITNESS WHEREOF this MoU has been executed by the duly authorized representative of each Party on the day, month and year first above written.

For Department of Technical Education, Government of Uttar Pradesh	For NAANDI FOUNDATION
 (Signature) Name: Mr. Manoj Kumar Designation:	 (Signature) Name: Ms. Radha Varadarajan Designation:

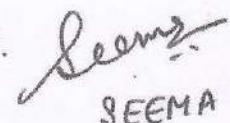
Witness.1


(D.K. Verma)

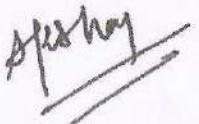
Witness2.


(Gaurav Kishor)

Witness1.


SEEMA BHAGWAT

Witness2.


AKSHAY KUMAR