

MEMORANDUM OF UNDERSTANDING
made at Assam on 6th Day of October, 2023

Between

Indian Institute of Entrepreneurship (IIE)

AND

The ICFAI University, Sikkim (IUS)



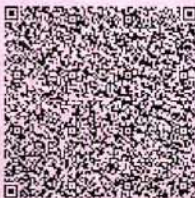
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Government of Assam

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Second Party : ICAFI UNIVERSITY
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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered on 06th October, 2023 by and amongst:

Indian Institute of Entrepreneurship, an organization incorporated under the Ministry of Skill Development & Entrepreneurship, Govt. of India, having its Head Quarter Office at Lalmati, Near Games Village, Guwahati, Assam 781029 (hereinafter referred as "IIE") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its authorised representative **Director, IIE** (hereinafter referred to as the "First PARTY").

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IIE 0018119925

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AND

The Institute of Chartered Financial Analysts of India University, Sikkim (ICFAI) is a Private University established in 2004 under Section 4(2) of the Institute of Chartered Financial Analysts of India University, Sikkim Act 2004 (Act 9 of 2004) passed by Legislative Assembly of Sikkim, having its principal office at Ranka Road, Lower Sichey, Gangtok, Sikkim - 737101, India. Hereinafter referred to as "**Second Party**" (which expression unless repugnant to the context shall mean and include its successors in interest, executors, administrators and permitted assigns etc.).

The parties to this Agreement may hereinafter be individually referred to as the "Party" and collectively as "Parties".

WHEREAS:

The Institute of Chartered Financial Analysts of India University, Sikkim popularly known as The ICFAI University, Sikkim is recognised under Section 2(f) of the UGC Act 1956 and empowered to award degrees under Section 22 of the UGC Act. The University is member of the Association of the Indian Universities (AIU), Association of Commonwealth Universities (ACU), United Nations Global Compact and ECOSOC. The IUS vision is to be a top ranking private university of choice for students, staffs, and corporate, recognised for excellence in Higher Education Research relevant to social needs. The mission of the University is to offer world class, innovative, career-oriented professional post graduate and under graduate programs through inclusive technology-aided.

IIE an Autonomous Organisation under the Ministry of Skill Development and Entrepreneurship, Government of India with an aim to create a conducive environment for entrepreneurial activities through organising different type of training programmes, research and other activities aimed at capacity building and enterprise creation with focus on North Eastern Region (NER).

The Parties mutually agree to enter this MOU to record the terms and understanding between the Parties and the manner in which the Parties wish to combine their efforts and collaborate with each other towards achieving objectives as defined in the MOU.

NOW THEREFORE, THE PARTIES HEREBY RECORD THE TERMS OF THEIR UNDERSTANDING AS FOLLOWS

I. Background/Project Brief /UNDERSTANDING

Under Pradhan Mantri Kaushal Vikas Yojana 4.0 scheme, the Ministry of Skill Development and Entrepreneurship has allocated targets to Indian Institute of Entrepreneurship to train the youth of NER against the proposal submitted, "Fostering the capacity of the youth through skill development training based on the local economy of NER and establishing pathways for sustainable livelihood ". In this regard **200 target** is allocated to The ICFAI University, Sikkim for Skill development training. Both parties now agree to collaborate on implementing the skill development training in Sikkim.



II. Tenure and Validity

This Agreement shall be valid for three years from the date of execution and may be extended upon mutual agreement.

III. Scope of work

Both Parties have identified the following broad areas to work on as set out in **Annexure A**.

IV. Fees and Payment

1. The ICFAI University, Sikkim will hold 94% share of the total project budget sanctioned as training implementation partner and Indian Institute of Entrepreneurship will hold 6 % share of the total project budget sanctioned as PMU.
2. To claim of final tranche/payment, the training implementation agency needs to fulfill 80% attendance of the participants through Aadhaar Enabled Biometric Device System (AEBAS).
3. IIE will disburse the payment to the Training Partner (The ICFAI University, Sikkim) in accordance with the terms of payment shared by National Skill Development Council (NSDC).
4. The payment will be released to the Training Partner (The ICFAI University, Sikkim) after IIE receives fund from NSDC.
5. The refund of an appropriate amount has to be made by the Training Partner for the payment released in case of drop out due to attendance fall and/or participants in the batch aren't assessed.
6. The final payment will be made based on the numbers of participants certified.

V. Termination:

Both Parties reserves the right to terminate this MOU and/or any Clause against.

- I. Breach of any clause of MOU.
- II. Unsatisfactory performance w.r.t quality of training and/or not meeting the defined timelines.
- III. Involving in any unethical practices.

Both may terminate this Agreement for breach of any of its terms and conditions by giving the other Party 30 (thirty) days' prior written notice of its intent to terminate this Agreement.

VI. Amendment/Deletion

This MOU is subject to further incorporation/revision and deletion of clauses as both parties deem appropriate after mutual consent.

VII. Relationship

- I. Relationship with the all parties will be that of independent entity. No Party will have authority to incur any Liability or make any commitment on behalf of the other party/parties,
- II. No Party shall represent the other Party in any manner. This MOU does not give authority to any party to represent on behalf of each other.



VIII. Code of Conduct

The Parties shall conduct all its dealings in an ethical manner and in accordance with the highest levels of business standard.

IX. Governing Law & Jurisdiction

This MOU shall be governed by the laws of India and subject to the exclusive jurisdiction of courts at Assam only.

X. Compliance with Anti-Corruption Laws:

All the Parties represents and warrants that it is familiar with the anti-corruption laws in India including but not limited to the Prevention of Corruption Act, 1988 ("PCA"), Indian Penal Code, 1860 ("IPC") and any other anti-corruption laws and their respective purposes, including its prohibition against bribery, corrupt payment, offer, promise, or authorization of any payment or transfer of anything of value, directly or indirectly, to any government official or employee (including employees of government-owned or controlled companies or public international organizations) or to any political party, party official, or candidate for public office.

XI. Force Majeure:

Neither Party hereto shall be responsible for delays or failures in performance resulting from acts beyond its reasonable control and without its fault or negligence. Such excusable delays or failures may be caused by, among other things, riots, rebellions, accidental explosions, floods, storms, acts of God, and change in applicable laws prohibiting the Services.

XII. Arbitration:

- I. If any dispute arises between the parties out of any matter governed by this MOU, each party will first attempt in good faith to reach a settlement through negotiation.
- II. If the dispute is not resolved within thirty (30) days from day the dispute was reported, same can be escalated to nominated Arbitrator.
- III. The provisions of this MOU shall be governed by and constructed in accordance with Indian Law. Only the courts at Assam shall have exclusive jurisdiction in all matters arising under this MOU.

XIII. The Parties agree that the person nominated herein below as the point of contact for each party (or their respective nominees)

Point of contact The ICFAI University:

Name: Sandhya Rani Pant

Email: sandhyapant@iusikkim.edu.in

Phone: 8116000446

Point of contact of IIE:

Name: Prasanta Goswami

Email: pgoswami.iie@gmail.com

Phone: 9435044141



XIV. NOTICES:

Any notice to be served on the Parties under this MOU shall be deemed to be properly served on the same day if delivered personally; or in 10 (Ten) days from the date of posting if delivered under Registered Post with Acknowledgement Due; or on the same day if delivered by facsimile to the Parties, as the case may be, at their respective addresses mentioned below:

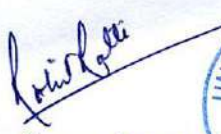
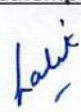
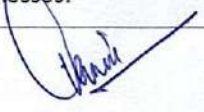
To,
The Registrar
The ICFAI University, Sikkim
Lower Sichey, Ranka Road,
Gangtok, Sikkim, 737101

To.
The Director,
Indian Institute of Entrepreneurship,
Lalmat,i Near Games Village, Guwahati, Assam 781029

XV. Non-Disclosure:

1. Confidential Information: 'Confidential Information' shall mean any information which is specifically marked as "Confidential" and/or "proprietary" and includes all technical and non-technical information, trade secrets, know-how and proprietary information.
2. The confidentiality obligations of both Parties contained in this clause shall remain binding on them during the term and for a period of three years after completion or termination of this Agreement, regardless of the cause of such termination.
3. Both parties agree that student/candidate data, as well as the outcomes of their assignments/projects, are the sole property of the University and should not be disclosed to any third party.
4. Both parties agree that at all times and notwithstanding any termination or expiration of this Agreement, the arrangement and all its terms and conditions shall be kept confidential by them.
5. Two copies of this document are executed; one of which is retained by The ICFAI University Sikkim and other by IIE.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS ON THE DAY AND YEAR FIRST HERE IN ABOVE WRITTEN

<u>For and on behalf: The ICFAI University, Sikkim</u>  Name: ROHIT RATHI Designation REGISTRAR 	<u>For and on behalf of Indian Institute of Entrepreneurship:</u>  Name: Dr. Lalit Sharma Designation: Director 
In the presence of witnesses: 1. Sandhya Rani Pant 	In the presence of witnesses: 1. Prasanta Goswami 

ANNEXURE A – Scope of Work

IIE as Project Managing Unit:

1. IIE will be the Project Managing Unit (PMU) for this project.
2. IIE will coordinate with NSDC and Sector Skill Council (SSC) regarding training implementation.
3. IIE will conduct Training of Trainers certification of trainers through SSC.
4. IIE will provide consultancy to the training centers for implementing training as per PMKVY 4.0 guidelines.
5. IIE will facilitate batch creation and assessment alignment in Skill India Portal (SIP).
6. IIE will provide assistance to the training centre to manage AEBAS biometric.
7. IIE will provide Soft copies of certificates to the Training Partner.
8. IIE will monitor the training, placements tracking and tracking post training activities.
9. IIE will generate invoice in Skill India Portal for the claim.
10. IIE will coordinate for assessment with assessment agency.
11. Updating social media feeds regularly.
12. Centre Affiliation and Accreditation

The ICFAI University, Sikkim as Training Partner:

1. Quality mobilization and counseling of participants.
2. Collection of data/documents of participants and trainers for registration.
3. Identification of training centers and logistics as per requirement/guidelines for the training.
4. Branding of the training center as per PMKVY guidelines.
5. Attendance checking & maintenance through AEBAS and day to day training implementation & monitoring.
6. Engagement of trainers, center & placement coordinator.
7. Management of data entries and enrolment in Skill India Portal (SIP)
8. Identification and linkage with appropriate industries for OJTs.
9. Conducting assessment after training completion in the training centre.
10. Placements/Self-employment linkage for the certified trainees.
11. Submission of training, placement, OJT and assessment related documents for portal entry.
12. Providing the inputs and contents for social media presence
13. The participants have to provide proof of placement self/wage after certification.
14. The Candidates should have Aadhaar Card linked with active phone number.
15. The Training centre area should match with the SMART Accreditation Criteria.
16. The Trainees should have 80% attendance to seat for the assessment.
17. Trainer registration on Skill India Portal
18. Provide necessary information and documents required for Centre Accreditation and upload centre photo on SMART NSDC Training Centre App.

Signature

7 *Signature*