**MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (hereinafter called MoU) is executed on this …….. **day of ……………….., 2018**

**BETWEEN**

**The Governor of Mizoram through the Secretary, Department of Labour, Employment, Skill Development & Entrepreneurship, Govt. of Mizoram**, having address <insert address>; herein after called the “**First Party**” which expression shall unless repugnant to the contract shall mean and include its successor-in-interest and permitted assignees of the FIRST PART.

**AND**

**<Name of Company/ Organisation>**, being a <Private Limited Company/Society> registered under <Ministry of Corporate Affairs under the Companies Act, 1956/the Societies Registration Act, 1860> dated <Date of Incorporation> and bearing Registration No. ……………………, CIN Number …………………………………………… and PAN …………………………, having its Registered Office at <Registered Office Address>, (herein after called the “**Second Party**”) which expression shall, unless repugnant to the context, include its successors and permitted assignees of the SECOND PART.

The Party of the First Part and the Party of the Second Part are jointly referred to as the “Parties” and individually referred to as the “Party” hereinafter.

1. **Definitions**: For the purpose of this MOU, the following terms shall have the meaning ascribed to them hereunder:-
2. “Effective date” means the date on which the MoU is signed.
3. “Scheme/Component scheme” means a large-scale systematic plan or arrangement for attaining some particular object or putting a particular idea into effect which has provision for funding.
4. “Training Programme” means the State Managed component of Pradhan Mantri Kaushal Vikas Yojana (PMKVY) for the State of Mizoram during FY 2017-20.
5. “Training Provider” means the organization i.e. the Second Party who is conducting skill development training for the trainees.
6. “Machines and Equipment” means and includes the machinery, training aids equipment, furniture and fixtures, office equipment along with other movable assets required for setting up the Skill Development Training Centre as per the specification of respective Sector Skill Council (SSC).
7. “Trainer/s” means individual job role specific experts engaged by Training Provider imparting training to the trainees and certified/approved by Sector Skill Council (SSC)/ National Skill Development Corporation (NSDC)”.
8. “Trainee/s” means individual selected candidates by the training provider through conducting mobilization camp and proper counseling.
9. “Programme Certificate” means the certificate to be issued to the trainee by respective Sector Skill Council/NSDC on successful completion of the training programme by the trainee.
10. “Successful completion by a trainee” means the trainee having fully attended the training programme for his/her skill up-gradation and passed all the qualifying tests and being assessed successful by the assessing agency/person appointed by the respective Sector Skill Council for this purpose.
11. “Skill Development Training Centre” means the Training Infrastructure, equipment, and related facilities established in the premises suitable for conducting the training programme in various trades by Training Provider i.e. the Second Party.
12. “Training Centre” means the buildup space for Skill Development Training Centre established by the Second Party at their accredited and affiliated training centre.
13. “Job role” means the courses approved by the First party to be undertaken in the Training Centre of the Second Party during the period of contract.
14. “Common Norms” means Common Norms prescribed and published by the Ministry of Skill Development & Entrepreneurship, Govt. of India and as revised from time to time.
15. **Background**: Department of Labour, Employment, Skill Development & Entrepreneurship (First Party) is implementing the State Managed component of Pradhan Mantri Kaushal Vikas Yojana (PMKVY) through private Training Providers assessed and empaneled for the State of Mizoram.

# The First Party has selected the Second Party to conduct short term skill development training programmes under State Managed component of Pradhan Mantri Kaushal Vikas Yojana (PMKVY) for the State of Mizoram at their accredited training centres during *FY 2018-20*.

1. Term: For the period from \_\_\_\_\_\_\_\_\_ \_\_\_\_ \_\_\_\_\_\_\_ to *March 31, 2020*.
2. **Objectives:** The purpose of this MOU is to support Training Providers in conducting skill development training at their various skill development centres under State Managed component of Pradhan Mantri Kaushal Vikas Yojana (PMKVY) for the State of Mizoram at their accredited training centres during *FY 2018-20*.

**AND WHEREAS**

1. It is the objective of the First Party that the skills development training imparted by Training Providers gets active participation of concerned SSC as per job role, National Skill Development Corporation (NSDC), Industries at all stages during the training program -
   1. To complete the accreditation, affiliation process for the training centre.
   2. To make the trainees Industry responsive by conducting quality training in the centre.
   3. To keep pace with technological advancements by engaging good quality trainer.
   4. To expand its knowledge to produce improved workforce suitable for labor market emerging out of industrial scenario in and outside the State.
2. In pursuance of the aforementioned objective of the First Party, the Second Party agrees to support in the imparting of training in various sectors and job roles by following NSQF aligned course curriculum, providing the necessary access to tools and equipment to the trainees as per NSQF guideline, technical assistance by professional trainers, for mutual benefit of the Parties to enhance employability, producing skilled workforce with improved employability for self–employment or job-employment.
3. Both the Parties have agreed -
4. To support each other in letter and spirit by providing appropriate and modern training techniques, methodology and to improve the employability in terms of wage/self-employment of local youth
5. To work together for the overall development of the trainees enrolled with the Training Provider for various sectors and job roles.
6. This MoU will remain valid for the period between \_\_\_\_ \_\_ \_\_\_\_ to March 31, 2020.
7. Based on the emerging situation in the Skill development ecosystem, either party may modify the clauses on mutually agreed terms.
8. To enter into this Memorandum of Understanding (MOU) on the following terms and conditions.

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

1. **RESPONSIBILITY OF THE FIRST PARTY**
2. Issue MOU/detailed Work Order/Approval to Second Party prior to commencement of project mentioning the target number of candidates and approved norms for conducting skill development programme under approved Scheme.
3. Provide the permission to conduct skill training programme vide this MoU.
4. Provide funding for implementation of the training programme and monitor the fund utilization by the First Party.
5. Regularly monitor the quality of implementation of the programme by the Second Party and provide feedback to ensure improvement in the implementation.
6. Establish linkages with State/District officials, NSDC, SSCs and other stakeholders as required for smooth implementation of the programme.
7. Provide necessary guidelines to the Second Party which should be followed for quality implementation of the programme.
8. Provide supportive supervision to the Second Party for quality implementation of the programme.
9. Bring any non-compliance reported/found during monitoring visits to the notice of the Second Party and specify actions and timelines for resolution of the same.
10. Extend support in conducting Mobilization camps/ Kaushal Melas/Job Fairs.
11. Facilitate resolution of any dispute or bottleneck during project execution.
12. Release payments as per terms and conditions specified under this MoU for the project and also based on availability of fund from NSDC/MSDE, GoI for the training programme.
13. **RESPONSIBILITY OF THE SECOND PARTY**
14. Conduct Kaushal Melas in coordination with State/Local representatives at least once every six months, in accordance with the Kaushal and Rozgar Mela Guidelines and also will strictly follow the mobilization guideline and other guidelines provided by Second Party/Ministry of Skill Development & Entrepreneurship (MSDE), GoI/ National Skill Development Corporation (NSDC).
15. Conduct counseling of each interested candidate in undergoing any skill development training and will mobilize candidates from different districts of the State in accordance with targets set by the First Party.
16. Provide clear and concise information on the scheme, available job roles, training duration, possible migration and placement opportunities, etc. during the counseling.
17. Focus on target group like school drop-outs, undergraduate college drop-outs and unemployed youth for the project.
18. Follow the prescribed course curriculum as per National Skill Qualification Frameworks (NSQF) for the approved Job roles and provide requisite study materials and kits to all the trainees. The duration for the course curriculum shall be strictly followed as prescribed in NSQF.
19. Provide reports for the status of the training programme as mandated by the First Party.
20. Regularly update the SDMS as per prescribed format for each job role and will inform the First Party about any issues regarding uploading the data on time. Will maintain attendance register and biometric attendance of the candidates for each day of the training programme and upload the same in MIS portal.
21. Ensure procurement of necessary quality equipment for the proper conduction as per the National Occupational Standards (NOS) of the training programme in consultation with respective Sector Skill Council (SSC) and provide necessary access to these tools and equipment to the trainees.
22. Collect all the relevant copies of documents ID proof/Aadhar, Permanent Residential Certificate (PRC), qualification proof, etc. mandatory for enrollment of the candidate.
23. Commence project on time and as per the guidelines of the First Party.
24. Ensure quality program delivery through qualified trainers which would be identified by the training provider as per the guidelines issued by SSCs/NSDC and conduct Training of Trainers, if need be.
25. Invite guest lecturer/experts from industry for specific job role who can guide on placement linkages and entrepreneurship avenues.
26. Arrange assessment for the candidates by SSC upon completion of the training and coordinate for declaration of results and appropriate issuance of certificates.
27. Conduct Program management activities like coordination with SSC/NSDC/MSSD officials for any inspection, manage all the training schedules, manage the data for the training program, check all documentation submitted which is mandatory for the candidate to submit to enroll for the training program.
28. Provide placement support and ensure that at least 70% of the trainees obtain placement immediately after successful completion of training programme. Post placement tracking for at least three months should be done.
29. Submit the requisite placement details (Appointment/ Offer Letter) to First Party indicating date of joining, salary and other facilities being provided to the trainees.
30. Showcase the success stories of any concluded batch in the training centre through any appropriate channel.
31. Submit Session Plans, Reports, Utilization Certificates, etc. as and when required by the First Party.
32. **TERMS AND CONDITIONS:**

1. This MOU shall be valid for period of \_\_\_\_\_ \_\_\_ \_\_\_\_\_\_ to **March 31, 2020.**

2. The Job Role-wise Targets allotted, Level, Training Centre Location(s) and whether Residential/ Non-Residential will be as per the ‘Provisional Award of Project Targets’ notification issued by the First Party to the Second Party.

3. **Payout & other stipulation:**

1. **Entry Qualification -** Entry Qualification of the candidates shall be as per the NSQF.
2. **Minimum attendance -** It is mandatory for the students to maintain 70% attendance to be eligible to appear in the assessments. The attendance shall be captured by biometric device.
3. **Assessment and Certification -**
   1. Assessment & Certification will be undertaken through the respective Sector Skill Council applicable for each Job Role.
   2. Assessment Fees, payable to Sector Skill Councils, as applicable, will be paid to the Second Party by the First Party on submission of claims by the Second party before commencement of batch assessment.
   3. The said Assessment Fees have to be paid by the Second Party to the SSC, towards assessment of candidates, within 7 days of receipt of payment on this account.
   4. Proof of such payment has to be submitted by the Second Party, without which the said amount is liable to be deducted from pending or future payments due.
4. **Training Cost –**
   1. Computation of Training Cost will be as per the prevailing rates under the Common Norms for the respective Job Role and according to the Course Duration prescribed in the QP-NOS by the respective Sector Skill Council.
   2. Tranche 1 - 30% of Training Fees on Batch Approval by First Party
      1. Batch Approval on receipt of detailed (as per mandated format) list of selected candidates from Second Party.
      2. Mandatory compliance by Second Party -
         1. Batch commencement by Second Party within 7 days of above approval in the case of Local Training Partners/ Training Centres.
         2. Outstation batches to commence within maximum 30 days of approval by First Party, to allow for travel time.
   3. Tranche 2 - 50% of Training Fees on completion of Assessment & Certification, i.e., successful certification of trainees. Drop-outs, if any, will be adjusted against payment due.
   4. Tranche 3 - 20% of Training Fees on completion of mandated outcome-based Placement of trainees. Drop-outs, if any, will be adjusted against payment due.
5. **Residential Cost (boarding & lodging) –**
   1. Boarding and lodging cost will be admissible for residential trainings as per targets allocated to the Second party by the First party.
   2. Pay out for boarding and lodging will be calculated according to the number of training days inclusive of holidays.
   3. Residential trainings shall be conducted for 8 hours per day.
   4. The prescribed rate as per category of city/town of residential training centre shall be as per the Common Norms.
   5. Tranche 1 - 30% of residential cost on Batch Approval by First Party.
   6. Tranche 2 - 70% of residential on completion of Course, i.e., on completion of Assessment & Certification of the trainees. Drop-outs, if any, will be adjusted against payment due.
6. **Post Placement Support cost –**
   * 1. Post placement support is applicable as per Common Norms.
     2. The amount, will be directly transferred to the trainee’s bank account after due verification of placement on proper documentary evidence provided by the Second Party.
     3. Post placement support will be payable as Rs.1500/- per month.
        1. Male candidates - for period of 1 month (if, placement within domicile district) or 2 months (Placement outside domicile district).
        2. Female candidates - for period 2 months (placement within domicile district) or 3 months (Placement outside domicile district).
7. **Transportation Cost -**
   * 1. For candidates from Special Area (as per Common Norms whole of North East is a Special Area) undergoing training outside Special Area, to and fro transportation cost as per actuals, subject to maximum of Rs. 5000/- per trainee may be applicable.
     2. Second Party can consolidate the total transportation cost and may submit claim to First Party for reimbursement. Self-declaration certificate by each trainee shall be submitted with the consolidated voucher.
8. **Convenience Fee -**
   * 1. Upon successful completion of non-residential training and certification all BPL, PWD and women candidates will be reimbursed the cost incurred in travelling to and from the training centre.
     2. Reimbursement of travelling cost/month:
        1. Training Centre within district of domicile – Rs.1000/-
        2. Training Centre outside the district of domicile – Rs.1500/-
     3. The convenience fee is not applicable for residential training programme.

**4. Termination:** This agreement can be terminated by either Party -

1. **Termination by First Party:** The First party may terminate this MoU upon one month’s notice in writing on occurrence of any of the events specified in the paragraphs below:
   * 1. If the Second party does not remedy a failure in the performance of its obligations under the MoU within 30 days of being notified of such a failure by the First Party or within such further period as specified by the First Party in writing.
     2. If, as the result of a Force Majeure event, the Second Party is unable to perform a material portion of the services for a period of not less than 30 days.
2. **Termination by Second Party:** The Second Party may terminate this agreement upon one month’ notice in writing on occurrence of any of the events specified in paragraphs below:
   * 1. If the First party does not remedy a failure in the performance of its obligations under the MoU, within 30 days of being notified of such a failure by the Second Party or within such further period as specified by the First Party in writing.
     2. If, as the result of a Force Majeure event, the First Party is unable to perform a material portion of the services for a period of not less than 30 days.
3. In the event of termination by either Party, the Second Party shall be allowed to continue the ongoing batches of the Training Program till completion of the training program of the said batches.
4. The termination of this Agreement shall not prejudice or affect in anyway, the rights and benefits accrued or liabilities and duties imposed on the Parties of this MoU.
5. **Consequences of Termination by either party:**
   * 1. The Second Party shall not make any admissions of trainees after receiving /sending the notice of Termination. However, the Trainees enrolled till such date shall be provided Training and Certification.
     2. The accounts shall be reconciled 30 days before the effective date of termination and shall be shared among the Parties on the effective date of termination.
     3. Either Party shall have a claim over their dues if any.

5. This MOU constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes prior negotiations, representatives or agreements, either written or oral.

6. Any issues not covered by this MoU shall be resolved only by mutual discussion between the Parties.

7. No change or modification of this MOU shall be valid unless the same shall be in writing and signed by both the Parties.

8. This MOU is on a Principal to Principal basis. This MOU also does not create any employee-employer relationship between the Parties. Both Parties confirm that their agents and representatives shall be treated as independent entities and nothing contained herein shall be deemed to create a merger of their assets or their fiscal or other liabilities or undertakings or create any employment or relationship of principal and agent between the Parties and/or its representatives, employees and agents.

9. Nothing in this MOU is intended or shall be construed to authorize either Party to create or assume any liability or indebtedness of any kind in the name of, or on behalf of the other Party or to act for or be responsible for the performance of the other Party in any manner except and to the extent expressly provided in this MOU. Notwithstanding anything contrary contained herein, the Parties shall not be obliged to incur any liability in case any of the Parties shall, without prior specific approval/consent of the other Party in writing, assume or create any obligations on the Party’s behalf or incur any liability on behalf of the Party or in any way pledge or purport to pledge the Party’s credit or accept any contract binding upon the Party.

10. The Second Party will have the discretion and right to frame admission procedure, rules and regulations for the administration and running of the training centre subject to approval by the First Party, which includes:

1. Selecting, appointment, fixing of remuneration and termination of teaching and non-teaching staffs.
2. Final Selection and admission of the students.
3. Operation and management of the Skill Development Training centre.

11. All disputes arising out of or in connection with this Agreement shall be finally settled by arbitration to be conducted by the **Commissioner & Secretary, Department of Labour & Employment, Skill Development & Entrepreneurship, Govt. of Mizoram** or any other Officer assigned by him not below the rank of Secretary. The place of the arbitration shall be Aizawl. The settlement prescribed out of this arbitration shall be binding on all the parties concerned. However, if necessary, any party may apply for settlement by way of litigation.

12. Any communication pertaining to this MOU shall be sent at the following addresses of the Parties:

1. **Directorate of Employment, Skill Development & Entrepreneurship**

**T-216, Silver building, Tuikhuahtlang, Aizawl – 796001.**

**Email:** [skillmizoram@gmail.com](mailto:skillmizoram@gmail.com)

1. <Full Address & Email of TP>

13. This MOU is being executed in duplicate, each of shall be deemed to be original. Each Party shall retain a copy hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by and through their duly authorized representatives as of the date written herein. The Parties hereto have caused their representative duly authorized for that purpose to sign and execute this MOU and affix hereto their seals on the dates and in the year hereinabove written.

**SIGNED AND DELIVERED BY**

|  |  |
| --- | --- |
| **Labour, Employment, Skill Development & Entrepreneurship Department,**  **Govt. of Mizoram.** | NAME OF TRAINING PROVIDER:  -------------------------------------------  ------------------------------------------- |
| NAME :  DESIGNATION: | NAME :  DESIGNATION: |
| SIGNATURE & SEAL/ STAMP: | SIGNATURE & SEAL/ STAMP: |
| PLACE: Aizawl, Mizoram | PLACE: Aizawl, Mizoram |
| DATE: \_\_\_ /\_\_\_ /2018 | DATE: \_\_\_ /\_\_\_ /2018 |
| WITNESS 1: | WITNESS 1: |
| WITNESS 2: | WITNESS 2: |