**Memorandum of Understanding**

This Memorandum of Understanding **(“MoU”)** is entered into this \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ at Delhi by and between the parties:

**National Skill Development Corporation** a non-profit company, registered under Indian Companies Act, 1956 and obtained a license under section 25 of the said Act, having its registered office at A-Block, Clarion Collection, Shaheed Jeet Singh Marg - 110016, (hereinafter referred to as "**First Party /NSDC**" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) acting through its authorised representative Mr. Dilip Harel Mitra Chenoy, the Managing Director and Chief Executive Officer of NSDC.

**AND**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** a company registered under the Companies Act, 1956, having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, India (hereinafter referred to as "**Second Party”** which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) acting through its authorised representative, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, duly authorised by board resolution dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

NSDC and \_\_\_\_\_\_\_\_\_\_\_\_\_\_ are hereinafter individually referred to as “**Party**” and collectively as “**Parties**”.

**WHEREAS:**

1. NSDC is a non-profit company incorporated under the Companies Act, 1956 (“**Act**”) and obtained the license under section 25 of the said Act.
2. NSDC is established as a public private partnership with the object of developing unskilled and semi-skilled labour force into productive and skilled labour and to establish, manage, run and support institutes and polytechnics for achieving this objective. The primary activity of NSDC is to utilize and manage the funds transferred to it by National Skill Development Fund (“**NSDF**”) into various skill developments projects for achieving its objectives;
3. That the Ministry of Home Affairs, Government of India (MHA) had on July 7, 2011 approved a Special Industry Initiative scheme for the state of Jammu and Kashmir with the aim to deliver skill and higher employment to the youths of Jammu & Kashmir by increasing their employability via imparting industry/sector specific skill sets. That MHA has retained NSDC for the implementation of the said scheme for providing skills and consequently employment to 8000 youths from J&K per annum over a 5 (five) years period in key high growth sectors (program collectively referred to as “**Udaan/Udaan Scheme**”).
4. Based on the spirit of the said program “Udaan” and the objectives it seeks to achieve, guidelines have been devised in consultation with MHA for funding/supporting of projects under Udaan (“**Udaan Guidelines**”), which are annexed as Exhibit A hereto. The said guidelines provide for various parameters of implementation of projects under Udaan.
5. \_\_\_\_\_\_\_\_\_\_\_\_\_ is recognized for its work, *inter alia*, in the development of human values in the past many years.
6. In this regard, \_\_\_\_\_ has submitted a Project Proposal dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to NSDC for implementing the Project under the Udaan scheme. In this programme \_\_\_\_\_ will identify trainable management graduates and engineering students in J&K and groom them to be better employable. The detailed objectives which \_\_\_\_\_ proposes to achieve are set out in Schedule IV of this MoU (“hereinafter referred to as “**Project**”).
7. Therefore, to further the objectives of the Project under Udaan, NSDC has, after duly assessing viability of the Project, accepted the Project Proposal of the Second Party for implementing the Project under the Udaan Scheme.
8. NSDC has accepted the said Project for the implementation, pursuant to the terms and conditions as set out in this MoU and Annexures and Schedules thereof.
9. The Second Party has agreed that it shall implement the Project in terms of the Udaan Guidelines and shall, at all times remain subjected to monitoring by NSDC or the MHA with respect to the implementation of the Project.

**NOW THERERFORE, THESE PRESENTS WITNESSES AS FOLLOWS:**

**I. DEFINITIONS**

1.1 In this MoU, unless the context otherwise so requires, the following expressions shall have the meanings as set out against each of it, v.i.z.:

1. “**Authority**” shall mean and include any applicable legislative body, regulatory or administrative authority, agency or commission, or any court, board, bureau, instrumentality, tribunal, or judicial or quasi-judicial or arbitral body having authority of law.
2. “**Business Day**” shall mean a day on which the office of the First Party as described in this MoU, or such other office as may be notified by the First Party to the Second Party, is open for normal business transactions.
3. “**Constitutional Documents**” shall mean the registration documents of Second Party filed at the time of its registration and any amendments thereto.
4. “**Facility Agreements/Documents**” shall collectively mean and include this MoU, Udaan Guidelines, Project Proposal, Proposal Documents, project approval, Board Resolutions issued by the First Party in respect of the acceptance of the Project Proposal of the Second Party and all or any other MoUs, instruments, undertakings, deeds, writings and other documents executed or entered into, or to be executed or entered into by the Second Party and/or any other person in relation to or pertaining to the transactions contemplated by or under this MoU and/or the other Facility Agreements, as amended from time to time;
5. “**Project Monitor**” shall mean an authorized person appointed from time to time by the First Party or by the MHA or any other governmental agency from time to time at its sole discretion for the purpose of monitoring and inspection of the implementation of the Project under this MoU;
6. “**Law**” shall mean and include any statute, law, treaties, rule, regulation, ordinance, guideline, notification or any requirement, restriction, authorization, order, directive, permit, judgment, decree having the force of law and shall include any re-enactment, substitution or amendment thereof that is applicable to any transactions contemplated herein and/or to any other Facility Agreement, and/or to any of the respective Parties to this MoU and/or any Facility Agreements. The term ‘Law’ shall not include the Governing Law;
7. “**Material Adverse Effect**” shall mean the effect or consequence of any event or circumstance which, is or is likely to be detrimental to or to adversely affect the ability of either Party to perform or comply with any of their respective obligations under this MoU;
8. “**Project Documents**” shall mean all the manuals, records, registers and all other documents maintained by the Second Party exclusively in relation to the implementation and progress of the Project;
9. “**Project Monitoring Report**” shall mean the report containing the monitoring and status of implementation of the Project on various parameters as per the Udaan Guidelines, in accordance with the terms of this MoU including but not limited to the provisioning of training provided to the student/participant, provisioning of internship opportunities to the student/participant during the course of training with or without basic stipend.
10. “**Project Proposal**” shall mean the proposal submitted by the Second Party for implementing the Project, mentioning *inter-alia* the project cost, benefits from the Project etc., the copy of the same is annexed herewith as Schedule IV;
11. **“Schedule(s)”** means the Schedule(s) to this MoU and which forms an integral part of this MoU.
12. “**Taxes**” shall mean and include all present and future taxes, levies, imposts, duties or charges of a similar nature whatsoever imposed or exempted by any Authority;
13. **“Term”** shall have the meaning ascribed to it under Article V;
14. **“Implementation Progress Report”** shall mean the quarterly report to be submitted by the Second Party thereby demonstrating the implementation of the Project made by the Second Party, as per the format provided under Schedule III hereto.

**II. GENERAL TERMS OF THE MOU**

2.1 (i) The Second Party hereby agrees to implement the Project as per the Project Proposal on the terms and conditions contained in this MoU and the other Facility Agreements without any fiscal obligation on the First Party;

(ii) The Second Party further agrees to perform the Project as per the Project Proposal in accordance with the Udaan Guidelines and shall comply with the said guidelines and amendments thereto, if any;

(iii) The Second Party shall select students / participants in the Project in accordance with the student/participant eligibility criteria as detailed in Schedule II. It is however clarified that such selection of students / participants shall be as per Second Party’s requirements and at its sole discretion thereto.

(iv) The Second Party shall be jointly and severally liable to comply and fulfil all its obligations under this MoU.

(v) The Second Party shall ensure adherence to the training calendar as approved and attached to the MoU under Schedule VI;

(vi) Upon completion of the training by the Second Party under the Project, the Second Party shall facilitate the student/participant to be interviewed for employment with the Second Party.

(vii) If the Second Party fails, omits or neglects to observe or perform or commits or allows to be committed a breach of any of the terms, conditions, provisions or stipulations of this MoU or in connection with any other Facility Agreements on its part to be observed and performed or in case of occurrence of any Material Adverse Effect (**“Default”**), then the First Party shall give written notice to Second Party to rectify the said default within a period of 45 days, failing which the First Party shall be entitled to initiate appropriate proceedings for termination of the MoU and/or any other right or remedy which the First Party may have under this MoU or otherwise in law.

(viii) The Second Party agrees that if as a result of review by the First Party or ‘Project Monitor’, it is of the opinion that the Second Party has not implemented/nor is likely to implement the Project in accordance with the Project Proposal, the First Party shall be entitled to terminate this MoU.

(ix) Notwithstanding termination of this MoU, the Second Party’s obligations shall be limited only to complete the training to the enrolled students/participants of the Project as per the Project Proposal as per the terms and conditions of this MoU. It is further agreed that in the event of termination of the MOU, the Second Party shall not be under any obligation to continue enrollment of any new students/participants.

(x) The Second Party may apply and/or obtain any loan or further grant from any third party during the term of this MoU in respect of the Purpose/Project only with the prior written approval of First Party other than what has been approved in the Project Proposal;

(xi) The Second Party shall submit all necessary and relevant documents demonstrating that the Project has been implemented as per the Project Proposal to the complete satisfaction of the First Party and shall submit the Implementation Progress Reports in time and as per the format provided hereto as Schedule III.

(xii) The Second Party agrees that the First Party shall not be responsible for any financial or non-financial obligation(s) arising upon the Second Party due to any failure, non-fulfillment, deviation, omission and breach of any provisions of the MoU or any law for the time being in force during the Second Party’s performance of obligations under this MoU.

(xiii) The Second Party undertakes that it shall be liable to the First Party for any third party claims which may arise out of the performance of the Second Party under the MoU and the Second Party shall, at all times, indemnify and keep the First Party, its officials and employees, indemnified and harmless from any claims arising out of any act or acts, negligence, or failure to exercise proper precautions by the Second Party or its agents or employees by the Second Party.

(xiv) The Parties agree that the present MoU does not impose any fiscal obligation upon the First Party and that the Second Party shall have no right whatsoever, of claiming any reimbursement(s) or contribution(s) from the First Party for the performance of its obligations under the present MoU

**III. SECOND PARTY'S REPRESENTATIONS AND WARRANTIES**

3.1 Second Party hereby makes the following representations, warranties and confirmations; and state that the same are true, correct, valid and subsisting in every respect as on the date of this MoU and shall remain true, correct, valid and subsisting in every respect as on the date of each disbursement by the First Party hereunder:-

1. That the information given in the Project Proposal and any prior or subsequent information or explanation furnished by the Second Party to the First Party are true, bona fide and accurate in all material respects.
2. That the Second Party is duly incorporated and validly existing under the Laws of India and is in compliance of all applicable laws and possesses all statutory approvals and compliances for the execution of this MoU and the other Facility Agreements and for implementation of the Project.
3. That the Second Party does not violate any covenants, conditions and stipulations of any of its existing agreement and shall at all times abide by all the terms and conditions of this MoU and other Facility Agreement(s).
4. It has the necessary infrastructure and assistance of high reputes along with appropriate content, technical inputs and instruments required for implementing the Project;

**IV. COVENANTS**

4.1 During the subsistence of this Project and/or the MoU, the Second Party hereby agrees to:

**(i) Promptly notify the First Party;**

(a) of any event or circumstance which would, or is likely to, result in any of the representations and warranties made by the Second Party hereunder becoming untrue, incorrect or misleading in any manner;

(b) of any circumstance or event which would, or is likely to interfere in/prevent/delay the proper implementation of the Project, or other similar happenings likely to have a Material Adverse Effect on the Project;

(c) of any material loss or damage which the Second Party may suffer due to any event, circumstances or act of God;

**(ii) Deliver to the First Party:**

(a) Project Monitoring/Implementation Progress Reports agreed upon by both parties shall be submitted by the Second Party to the First Party demonstrating the status of the Project;

(c) any other document as may be reasonably required by the First Party to demonstrate the implementation of the Project by the Second Party as per the terms of this MoU and the Project Proposal;

**V. TERM AND TERMINATION**

5.1 This MoU shall be effective from the date of execution and shall continue for a period of 6 (Six) years from the date of execution of the present MoU.

5.2 The First Party may terminate or suspend this MoU, upon thirty (30) days written notice to the Second Party, in whole or in part for any material breach committed by the Second Party or upon happening of an event of Default under this MoU. Provided, that any portion of this MoU that is not terminated or suspended shall remain in force and effect.

**VI. ASSIGNMENT**

6.1 The Second Party shall not be entitled to assign any of its rights, benefits or obligations under this MoU and/or any other Facility Agreements without written consent of the First Party;

6.2 Save as aforesaid, this MoU shall be binding upon and shall ensure for the benefit of the First Party and its successors in title and assigns and the Second Party and its successors in title.

**VII. GENERAL**

7.1 Any notice by one Party to the other Party shall be in writing and posted, delivered personally with proper acknowledgment or sent by courier, registered or certified mail or facsimile transmission to the Second Party's last known address and/or the address as specified hereto.

**First Party: National Skill Development Corporation**

Registered Office: A-Block, Clarion Collection, Shaheed Jeet Singh Marg – 110016

Kind Attn.: The CEO and Managing Director, NSDC

Fax: +91 – 11 – 4656 0417

**Second Party: \_\_\_\_\_\_\_\_\_\_\_\_\_**

Registered office: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Kind Attn.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax & E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7.2 Time shall be the essence of this MoU in so far as it relates to the observance or performance by the Second Party of all or any of its obligations hereunder.

7.3 This MoU represents the entire MoU in respect of the implementation of the Project and the obligations of the Second Party in relation thereto and shall be capable of variation in writing by a note of amendment (“**Note of Amendment**”) signed by an authorized representative on behalf of the First Party and the Second Party.

7.4 Dispute Resolution

(i) All or any dispute arising out of this MoU or its termination, breach, invalidity, including the interpretation and validity thereof and the respective rights and obligations of the Parties hereof shall be settled in accordance with the Rules of Arbitration of the Indian Council of Arbitration (**ICA**);

(ii) The place of arbitration shall be New Delhi.  The arbitration proceedings shall be conducted in the English language. 

7.5 This MoU shall be governed by and construed in accordance with the laws of India (“**Governing Law**”).

7.6 All Schedules hereto shall be deemed to form an integral part of this MoU and in the event of any inconsistency or repugnancy between the contents of this MoU and/or any Schedule hereto, the latter shall prevail to all intents and purposes.

**IN WITNESS THEREOF THE PARTIES IN THEIR FREE VOLITION AND FULL UNDERSTANDING WITH THE INTENT TO LEGALLY BIND THEMSELVES TO THIS MOU EXECUTE THIS MOU THROUGH THEIR DULY AUTHORIZED PERSONNEL’S**

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| Signed and delivered for and on behalf of **National Skill Development Corporation**  Name:  Signatures:  Date: | Witnessed by:  Name  Address  Signatures: |
| Signed and delivered for and on behalf of  the **Second Party**  Name:  Signatures:  Date: | Witnessed by:  Name  Address  Signatures: |

**SCHEDULE I**

**A. CONDITIONS FOR IMPLEMENTATION:**

The Second Party shall comply with the following conditions for the implementation of the Project in terms of this MoU and the Project Proposal:

1. Execution of the MoU between First Party and the Second Party.
2. Submission of certified copy of the board resolution of \_\_\_\_\_\_\_\_ thereby approving the undertaking of the Project in accordance with the guidelines prescribed by NSDC for Udaan Projects Or submission of certified copy of the board resolution of \_\_\_\_\_\_\_\_ for the appointment of its authorized representative thereby authorizing such representative to undertake of the Project on its behalf in accordance with the guidelines prescribed by NSDC for Udaan Projects.
3. Submission of an undertaking from the Second Party that it shall submit the list of students selected for training under the Project to the appointed authority and to the concerned police station for security clearance / background verification purposes before the commencement of training.
4. Submission of a declaration-cum-undertaking by the Second Party that no fees or any other charges whatsoever on any account shall be levied on the students/ participants for the training provided under the Project unless approved in the project proposal.
5. Submission of quarterly Implementation Progress Reports by the Second Party to the First Party in the prescribed format for the implementation of the Project;
6. Furnishing of quarterly/half-yearly Declaration-cum-certificate by the Second Party throughout the term of the Project, thereby declaring and certifying that Project is being implemented as per the Project Proposal as approved by the First Party;
7. Furnishing of an undertaking from the Second Party thereby undertaking that the First Party shall have the discretion to conduct checks and audits depending on the situation of the case.
8. *Any other clause(s) as may be prescribed on a case to case basis*

**B. SPECIAL CONDITIONS:**

The Second Party hereby agrees to the following terms and conditions under the present MoU and/or Facility Agreement(s):

(i) Execution of the Facility Agreement(s);

(ii) The Second Party shall submit an undertaking to the First Party thereby undertaking that upon successful completion of the training, the student/participant shall be eligible to be interviewed for employment;

(iii) That the Second Party further agrees that the travel and medical insurance of the candidates under the Project shall be in accordance with the applicable policies of the Second Party.

(iv) *Any other clause as may be prescribed on a case to case basis*

**SCHEDULE II**

**ELIGIBILITY CRITERIA FOR STUDENTS/PARTICIPANTS IN THE PROJECT**

1. ELIGIBLE STUDENTS/PARTICIPANTS:

To be eligible for participating in the Project, the student/participant should be a citizen of India and a resident of the State of Jammu & Kashmir. The student/ participant should be unemployed and can either be a graduate or a \_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_will not be eligible).

A. (i) Degree of a graduate or post-graduate or professional course from a recognized University; and

(ii) character certificate from the college/institution last attended by the proposed student; and

(iii) Clear Background verification report received from appropriate authority of the Jammu and Kashmir Government.

(iv) *Any other condition as may be prescribed on a case to case basis*

**SCHEDULE III**

**FORMAT OF IMPLEMENTATION PROGRESS REPORT**

**SCHEDULE IV**

**COPY OF THE PROJECT PROPOSAL**

**Project Proposal for Udaan**

**SCHEDULE V**

**PROJECT MONITORING REPORT**

**SCHEDULE VI**

**TRAINING CALENDAR**

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|  |  |  | Name of Organisation | Total commitment | Year 1 | No. of Batches |  |  |  |
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| Batch No. | Year |  |  |  |  |  |  |  |  |
|  |  | **Target no of students** | **Date of candidate selection** | **Date on which list sent for verification** | **Date on which verification completed** | **Date on which offers made** | **Date on which training commenced** | **Date of completion of training** | **Date on which job offers made** |
|  |  |  |  |  |  |  |  |
| **No of candidates selected** | **No of candidates sent for verification** | **No of offers made** | **No accepted** | **No completed training** | **No of job offers made** |  |  |
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|  |  | **Target no of students** | **Date of candidate selection** | **Date on which list sent for verification** | **Date on which verification completed** | **Date on which offers made** | **Date on which training commenced** | **Date of completion of training** | **Date on which job offers made** |
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