

Maharashtra Information Technology Support Center महाराष्ट्र माहिती तंत्रज्ञान सहाय्यता केंद्र

MITSC/OUT/MARCH 2023/M/1580

दि.07/03/2023

प्रति, मा. प्राचार्य, नीलकंठराव शिंदे सायन्स अँड आर्ट्स कॉलेज, भद्रावती

विषय: मॉडेल स्किल डेव्हलपमेंट सेंटर MOU प्रत पाठवणेबाबत.....

महोदय/महोदया,

उपरोक्त विषयास अनुसरून आपणास कळविण्यात येते की, आपल्या महाविद्यालयाकडून "मॉडेल स्किल डेव्हलपमेंट" अंतर्गत पाठवलेल्या सामंजस्य कराराची प्रत आपल्या माहितीसाठी सही, शिक्क्यासह पाठवत आहोत.

कळावे. आपला विश्वास,

यशवंत शितोळे

अध्यक्ष

महाराष्ट्र माहिती तंत्रज्ञान

सहाय्यता केंद्र

सोबत: MOU ची झेरॉक्स प्रत.

Yashwant Shitole

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महाराष्ट्र MAHARASHTRA

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BS 567134



AGREEMENT

THIS AGREEMENT is made on the Nilkanthrao Shinde Science & Arts College, Bhadrawati,

between

1. Maharashtra Information Technology Support Centre Maharashtra, We have been working for the noble cause of youth empowerment. Since 2006our major presence is in the state of Maharashtra. Our focus is on providing job specific skills to youth as per the local & global demand of the industries. We are associated with more than 8 multi faculty universities in the state of Maharashtra, this association is through the higher and technical ministries of the government of Maharashtra. Our motto is to provide value added skilled human resources. Along with developing entrepreneurial skills among the youth. We are working with government of India & government of Maharashtra to implement their various schemes & programs related to skill development empowerment of youth. Our efforts & initiatives in this field will be ultimately useful for national development with national productivity. During this lechnotic in the state of the state of the state of Maharashtra to implement their various schemes & programs related to skill development empowerment of youth. Our efforts & initiatives in this field will be ultimately useful for national development with national productivity. During this lechnotic in the state of youth as per the local & global and the state of youth as per the local & global and the state of youth as per the local & global and youth

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span of a decade, we have provided services to more than 33thousand youth in 8 universities covering are of 35 districts.

2. Nilkanthrao Shinde Science & Arts College, Bhadrawati a college providing Skills Training Incorporated in India and having its business address at (Address) (which expression shallunlessrepugnanttothecontextormeaningthereofincludeitssuccessors, assigns and authorized representatives) represented by its Principal Nilkanthrao Shinde Science & Arts College, Bhadrawati (Here in after referred to as Party of the Second Part- College) AND WHEREAS the parties hereto have shown the intention to associate and co-operate with each other and the Party of the Second Part has agreed to work with the Party. The Party of the Second Part fulfils the infrastructural parameters, delivers the agreement terms and performs by delivering their respective responsibilities to conduct the said Course(s).... (Herein after referred to as 'the Course') for the consideration and upon the terms and conditions herein contained. And WHEREAS, the following terms and conditions are agreed and executed for the subject-matter of revenue and finance, roles, responsibilities and duties between the Parties of the First Part and the Party of the Second Part/Training Centre Partner are as follows:

A. FINANCIAL MATTERS:

- 1. The Training Centre shall be paid their share as 70% (after deducting TDS) of the invoice amount received by Government. [within 5 working days from the date of receiving payment.]
- 2. The training partner shall be paid their share as 30% of the invoice amount receive by the government. (after deducting TDS) of the invoice amount received by Govt.[within 5 working days from the date of receiving payment.]
- 3. The Centre Accreditation, Affiliation, Centre Monitoring Fees & Empanelment Fees including fees paid for job role at actual required shall paid by (Training Centre), as per there requirement of PMKVY 4.0 NSDC CSSM, MSSDS of any other scheme.

B. ROLE OF MITSC:

- 1. MITSC will act as a facilitator for training centre.
- 2. MITSC will be single point of contact for any operations related matter.
- 3. MITSC will help to college in conducting course as per government norms.
- 4. MITSC will check & review all the process regarding project.



- 5. MITSC shall make payments as per the Clauses (1) & (2) of this Agreement.
- 6. MITSC shall monitor the flow of work of training course(s) conducted by the Execution Partner (Training Centre)
- 7. MITSC shall guide and support the Execution Partner and College whenever possible, in conducting and execution of the training course(s).
- 8. MITSC shall coordinate with NSDC to ensure timely validation of the Centre(s) and for sufficient training target allocation to the Centre(s).
- 9. MITSC shall assist the training partner in creating industry links for on job training(OJT), internships and placements wherever necessary.

C. RESPONSIBILITIES OF THE COLLEGE:

- 1. That College shall appoint trainer for the purpose of training of the course under PMKVY 4.0 NSDC CSSM, MSSDS
- 2. That the College shall conduct TOT (Training of Trainers) of the course at it sown expenses.
- 3. That the College shall make available all the requisite infrastructure for successful completion of training course(s), as per the laid Government and o the r norms.
- 4. That the College shall mobilize the students as per the defined eligibility criteria & documents as per the PMKVY 4.0 NSDC CSSM,MSSDS guidelines.
- 5. That on the day of the assessment, the College shall ensure that the necessary facilities are provided to the assessor and adequate labs infrastructure with all then ecessary raw materials are provided for the assessment purpose.
- 6. That College shall help execute all Training Courses and complete it within the given time limits in the guidelines of PMKVY 4.0 NSDC CSSM, MSSDS.
- 7. That College shall ensure regular classes are conducted and that there is record of 80% attendance of the trainees during the training and 100% attendance on the day of assessment.
- 8. That College shall conduct of the recruitment drive of the student after successful completion / qualification in the course(s) in the various industries, at its own cost.
- 9. That College shall provide the Training Centres with Trainer Manuals, presentation material, student workbooks and assessment sheets and other program collaterals as required.
- 10. That College shall support the MITSC in the duration of the training course(s) and assessment.

D. OTHER:

1. That this Agreement shall be irrevocable until the completion and execution of all Courses under the PMKVY 3.0/4.0Scheme given to the College In case of any dispute or any controversy or any claim arising out of or relating to this agreement, or the breach there of between the Parties will be settled through Arbitration methods in the Indian Law.

- 2. That this Agreement may be amended only by a written instrument signed by the duly authorized representatives of all the Parties in this Agreement.
- 3. CONFIDENTIALITY: The College shall not disclose to any third party any details regarding the Company's business, including, without limitation any information regarding any of the Company's details, (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential information for personal use or for distribution unless requested to do so by the Company, or (iii) use Confidential Information other than solely for the benefit of the Company Immediately upon
- 4. Duration of this agreement is 60 months from effective date of agreement.
- 5. Termination of the relationship between both the Parties, the Parties shall return to the other party any documents / things, etc. pertaining to its Company's business.
- 6. TERMANDTERMINATION: This Agreement shall commence upon the date of execution and continue until either Party terminates this Agreement in writing in thirty days prior notice. The Agreement shall be deemed terminated if the College is to be found not following the terms and conditions of this Agreement.
- 7. PARTIAL INVALIDITY: If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will never the less continue in force without being impaired or invalidated in anyway.
- 8. FORCE MAJEURE: The Parties here to agree that the Second Party shall not be deemed to be in default if the performance of its obligations here under is delayed or prevented by conditions constituting force majeure, strikes, fire, war, riots, floods, or any act of God, any laws, orders, rules or directions of any Government or municipal lor statutory agency or authority, or any other reason, or cause what so ever beyond reasonable control of Second Party. Under the said circumstances, the First Party shall not be liable to pay any compensation for the duration constituting Force Majeure.
- 9. JURISDICTION: That in case of any dispute between the parties, the Courts of Pune shall have the Jurisdiction. That this agreement made on (Date) between the parties here to and supersedes all prior r contemporaneous, oral or written understanding, negotiations, or communications on behalf of such parties in respect of the subject matter here in.

IN WITNESS WHERE OF the parties have executed this agreement effective as of the date first written above.

on Techno

Govt. Of Mha Regd No.

1. For & behalf of MITSC:

Seal:

Name: Yashwant Shitole

Authorized Signatory

Contact Number: 7304439777 2. For & behalf of the College Seal: SEAI Name: Lemraj S. Ladke Authorized Signatory 16/2/2DF. L.S. Ladke Email: principalns college and maintenancom Contact Number: 9421721895. Witness: (Signature, Name and Address) 1. Dr. Aparna B. Dhok Ablote N. S. Sc. & AAs college Bhadsquale US.S. Progdham How hon N.S. Se. & AAS college, Bhadrawati

3) Amnuter Manuti Patil Jupail

4) Rushikesh Subhowh Kambale

MITSC

Address: pratibha nagar, Kolhapur

Email: uvajagar@gmail.com