3.4.2 Number of functional MoUs with national and international institutions, universities, industries, corporate houses etc. during the year

Organisation with	Name of the institution/	Year of signing	Duration	List the actual activities under each	Number of
which MoU is signed	industry/ corporate house	MoU		MOU year wise	students/teachers
					participated under MoUs
Peerless Skill Academy	Peerless Skill Academy	22.08.2021	Oct 21- September 22	Training Providing Trainer Assessment, Evaluation, Certification, Submission Of Reports	15 STUDENTS & 5TEACHERS PARTICIPATED AND 2 GOT JOB OFFERS
Skill development Deen dayal upadhayaya grameen kaushalya yojana	Skill development Deen dayal upadhayaya grameen kaushalya yojana	8.10.21	Oct 21- September 22	Training Providing Trainer Assessment, Evaluation, Certification, Submission Of Reports	50 students& 4 teachers
Renewal of Agreement between Dr. Kanailal Bhattacharyya College M/s. Inditech Software Wizard Private Limited Training Associate (Beauty Therapy & Aesthetics, B. VOC)	Inditech Software Wizard Private Limited Training Associate	16.02.2021 (Continued From- 16.07.2022)	5yrs	•Inditech Software Wizard Private Limited will provide tools & equipments, materials,machineries, manpower etc. required to smoothly run the training of Beauty Therapy and Asthetics. •Any additional infrastructure or equipments or machineries or manpower required to conduct the courses smoothly, which are not mentioned/ accounted herein can be arranged under mutual agreement of	3 ENROLLED AND 2 MORE SHOWING INTEREST CLASSES TO RESUME FROM JULY 2023



शिक्षका पश्चिम बंगाल WEST BENGAL

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Agreement Between Dr. Kanalilal Bhattacharyya College M/s. Inditech Software Wizard Private Limited Training Associate

'This renewal agreement is entered into on this 16th day of February, 2021 in the presence of both parties with effect from 16-07-2020 between Dr. Kanailal Bhattacharyya College, a UGC recognized having its place at 15, Kona Road, Ramrajatala, Santragachhi, Howrah - 711 104(hereinafter referred to as Dr. Kanailal Bhattacharyya College as First Party), which expression shall mean and include its successors, assigns and legal representative on one part:

AND

M/s. Inditech Software Wizard Private Limited represented by Director Sri Kaustov Seth (hereinafter referred to as Training Associate as 2nd Party), which expression shall mean and include its heirs, successors, assignees and legal representative on the other part.

Whereas Dr. Kanailal Bhattacharyya College desired to engage Inditech Software Wizard Private Limited as Training Associate (TA) for execution of Training & Education for Bachelor of Vocation (B. Voc.) programme in Beauty Therapy & Aesthetics in the college campus under UGC norms.

Hereby the two parties enter into this agreement

- Inditech Software Wizard Private Limited shall conduct training and education in designated trades inside the college campus.
- Awareness, student mobilization and pre-counselling will be the responsibilities of both the party's.

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Neither party will be liable for inadequate performance to the Force Majeure: extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

For Dr. KanailalBhattacharyya College

Principal (6|02|202) c. Kanellal Bhattacharyya College Ramrajataia, Howrah-4

Witnesses: Dr. Kanailal Bhattacharyya College

1. Mantu Biswas

2. Prabit Kumar Sanki 3. Sampa Ray Bogchi

Self-102/2021

Training Associate

1. Sendif State

2. Anistan Mondal

3. Anamika Dey.



পশ্চিমবঙ্গা पश्चिम बंगाल WEST BENGAL

AE 344497

MEMORUNDUM OF UNDERSTANDING

This Memorandum of Understanding is made on this date 22/02/2021

at Kolkata.

By and Between

Peerless Skill Academy, (hereinafter referred to as PSA) having its Head office at Peerless Mansion, 4th Floor, 1, Chowranghee Square, Kolkata-700069 functionally started on 16th December, 2017. which has been promoted by B K Roy Foundation (BKRF), a public charitable trust from the promoters of Peerless group, in collaboration with Ramakrishna Math and Mission (RKM), to provide skill development training and empowerment of women, youth and underprivileged, represented by Sri Kalyan Debnath, CEO, Peerless Skill Academy, the FIRST PARTY.

And

Principal Dr. Kanalial Bhattacharyya College (hereinafter referred to as KBC) an Higher Education Institution an Government aided college affiliated to University of Calcutta and having its registered location at 15 Kona Road, Ramrajatala, P.O.: Santragachi, District: - Howrah Pin-711104, and providing the education services for the purpose of Higher education, which expression shall mean unless the context otherwise provides its successors, administrators, permitted assigns etc., represented by Dr. Kaustubh Lahiri the SECOND PARTY.

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Preamble

WHEREAS

PSA has been set up with the objective of empowerment of women, youthand underprivileged through skill education and generating livelihood opportunities, it has been accredited as the training partner of National Skill Development Corporation (NSDC), under Ministry of Skill Development and Entrepreneurship, Govt. of India. It has already embarked into 45 courses in more than a dozen of sectors through 20centersaligned to the standards of national Skill Development Corporation (NSDC). In carrying forward the activity, PSA for larger social contribution and social impact generation, it aims at enlarging the scope through a special project "SKILLING THE LEARNER", ("STL") so that the college students while pursuing their formal education can get skilled in areas where they may like to have a professional career as they complete their formal education. This MOU intends to foster cooperation in this regard.

KBC engaged into providing under graduate and post graduate education at 15 Kona Road, Ramrajatala, P.O. Santragachi, District: - Howrah Pin-711104, KBCintends to support skill training for their students through short term courses focused to enhance their employability and proposes to use the provisions of this MoU expressly to impart appropriate Skill Training to the target group as envisaged in this Memorandum of Understanding (MoU), positioned as enabler from the Institute to the students.

NOW, THEREFORE, the Parties hereby record the terms of the understanding as follows:

A. PROPOSED SCOPE OF COLLABORATION

Both parties hereby agree to associate themselves and propose to collaborate towards delivering services as per the scope of collaboration broadly defined below:

- PSAiswillingtoofferservices connected to academic delivery, quality assurance, course and curriculum design, content support, Faculty resource support, equipment support, academic administration, evaluation & assessment, certification etc.
- PSAwill provide services towards mobilization of students, campaigns, academic delivery support as per PSA standard. KBC will provide for class room space with required infrastructure and associated logistics, security etc.
- PSA will work with support from KBC for strategy formulation connected to location and courses to offer, academic monitoring, addressing student issues, local connect, periodic review etc.
- 4) PSAwill take all the steps necessary for assessment from NSDC.
- 5) PSAwill discuss with KBCregarding the target group to focus for mobilization and take their assistance wherever feasible.KBCwill also brief PSAabout the progress and background of the students mobilized so that academic delivery is in sync with the desired objective for each course.
- 6) KBCwill provide PSA the database of their Ex-students in addition to supporting mobilization from existing students.
- 7) PSA and KBCbothwill showcase the collaboration through their respective channel of Social / Digital Media and other conventional way, to poolstudents into various coursesensuring that the market communication so made is as per PSA and KBC ethos, philosophy and desired standard.





- 8) Both PSA &KBCunderstand that prime objective of this collaboration is to make students stand on their own feet through employment, self-employment and entrepreneurship. Towards that end while KBCwill ensure the right candidates are provided who are desirous of taking such profession to help PSA to achieve its desired goal.
- It is agreed that a periodic monthly review the status of the candidate's enrollment in the institute will be shared by KBCwith PSA.
- 10) It is also agreed that KBCwill assist PSA to align to the technology platform used by PSA.
- 11) Both parties understand that PSA having collaboration with Ramakrishna Mission (RKM) have some restrictions and boundaries of engaging RKM. PSA will engage with RKM in matters connected to this collaboration.
- 12) Both the party understands this MOU is for the special project "STL" that has been mutually decided and accordingly both the parties would endeavor to achieve the intended objective.

COURSES FOR WHICH THIS COLLABORATION WILL APPLY

The courses that both the parties agree to proceed with would be as per the Service Level Agreement (SLA) that would be executed based on this MoU. There will be two kinds of channels for collaboration —

- (A) Customized program at the KBC location,
- (B) Exclusive programs for KBC students at PSA locations

However, initially following courses have been identified to start with but not limited to....

- 1. Emergency Medical Technician
- 2. Medical Sales Representative
- 3.Accounts Executive
- 4. Business Development Executive (BFSI)
- 5. Customer Care Executive

Both parties agree that Customized local programs will be decided based on student's availability, willingness and desire of the students to take up the profession with particular emphasis on the provision of training to the pass out graduate students of the college. Availability of trainers locally, ease of academic delivery, utility of the courses in generating livelihood and critical mass of students will also be the factors that will influence the decision.

For exclusive program at PSA centers, besides above factors, **KBC** understands that for such courses the students will have to travel to PSA locations like Kolkata or other places to attend the practical classes.

KBC understand that the target students will not necessarily be from the existing students who are pursing under graduate or post graduate classes, they will also be sourced from passed out students who are at various stages of their higher studies or even those from the drop outs. Since livelihood generation is the focus, KBCwill cooperate.

Courses to offer will be priced at a very concessional and subsidized rate. It is understood by both the parties that these will not be free courses. Wherever possible, attempt will be made to

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mobilizeCSR(Corporate Social responsibility) fund to support such courses by both the parties. Such fee may be collected at local center of KBC, for which a distinct accounting procedure will be developed for KBC to comply with.

B. ROLES AND RESPONSIBILITIES:

The MOU details the roles and responsibilities of the two sides, which shall be as follows

PSAOBLIGATION

- To provide resource support for conducting the programs that are agreed upon herein or through SLA that will be executed from time to time as per NSDC guidelines. The course wise fee structure as placed at the meeting as well as sent to you through mail stands final.
- To design the curriculum for various courses as per industry requirement, objective of the courses.
 aligned to NSDC standard, wherever required. Student mobilization is the responsibility of PSA, whereas assistance from KBC is required regard to Data base, Counselling opportunity etc.
- 3) For all equipment's/ tools/ accessories, teaching aids/ instruments etc. necessary for academic delivery PSA will make necessary arrangements at their expenses. However, KBC may on case-to-case basis provide some support, upon mutual discussions.
- PSA will provide Marketing collaterals like co-branded Banners, Leaflets, Standee etc. for promotional activity. KBC is requested to share their LOGO in this regard.
- 5) PSA will develop the lesson plan, class schedules and monitor the implementation of the same
- 6) PSA will be responsible for assessment, evaluation and certification for the courses. For courses that will be aligned to NSDC standard, assessment as per NSDC requirement will have to be conducted by PSA.
- 7) PSA may appoint a coordinator/supervisor as dedicated to managing relationship with PSA- who will coordinate on a regular basis with KBC. This can be separate for relationship, marketing, counselling and academic coordination.
- 8) Arrangement of Trainers is the responsibility of PSA for conducting courses. Whenever required PSA may with the permission of KBC try to induct college faculties if curriculum & pedagogy permits as perNSDC QP standard. PSAshall put all equipment's, teachers, faculties, to run the center. However, security staff and support staff will be provided byKBC.
- Toprovideawarenessthroughvariousmeansin the normal course through their channels therebyresultingintoincreasedchancesofgetting continuous students flow.
- 10) KBCwill not make use PSA/RKM logo or make use of PSA name except for mutually agreed areas, for whichKBCwill take explicit consent. Similarly,PSA will not make use of KBClogo without their express consent or the areas which are mutually agreed upon.
- 11) Wherever possible PSA will try to organize seminar and Preadmission counselling activities in engagement with KBC to make the trainee to get into suitable course.

Page 4

- 12) PSA shall not be held liable for any damages caused by students or nonpayment of fees or any other misconduct, other than on issues connected to inadequate academic delivery, deficiency in academic standard, regarding Academic Curriculum, Pass/Fail matter or any other post admission Procedures or Practices or Examination Standards etc.
- 13) PSAshall not be held solely liable for any disturbances from local people, political forces, antisocial activities, clubs, society or landlord of the places wherePSA is taking services from KBC, save and except when such things originate due to lack of facilities at the center for which PSA is obliged. If such problem arises then PSA and KBC will take mutual call to shift the classes to any other suitable place or stop the activities.
- 14) PSA will provide Self Employment & placement assistance to pass out students as applicable
- 15) Mr. Partha Pandit, Mr. Amit Basak, Mrs. Jayita Das Maitra on behalf of PSA will coordinate the project
- 16) The full project will be coordinated & lead by Mr. Maitreya Basu along with his team

KBC OBLIGATION

- KBCshall share names of their authorized representatives who will serve as the point of contact for and withPSA.
- PSAwill be responsible for mobilization, market connect activities, campaigns, organizingmobilization events, marketing activities for mobilization. KBC will assist through its own channel.
- 3) Sourcing of students related to ongoing students, passed out students and drop outstudents will be a part of mobilization drive of PSA, where KBC will assist. KBCmay pass on this list to PSAwho can also assist for reaching the mass.
- 4) PSA will develop all marketing collaterals (flex, banners, posters, leaflets, brochures, hoardings, fliers) used by it in the normal course of campaigns. if KBC proposes to develop different collaterals, the same should be shared with PSA and will be put to use with mutual consent. If KBClikes to use any other means of communications like social media campaigns, electronic or print media campaigns the cost of the same would be borne byKBC.
- KBCshalltakeallstepsas necessaryaction tosetup/ provide infrastructure with all facilities for agreed courses as per PSA and NSDC standard.
- 6) For equipment/ tools/ accessories, teaching aids/ instruments etc. necessary for academic delivery PSAwill make necessary arrangements at their expenses. However, KBC may on case-to-case basis provide some support, upon mutual discussions. Infrastructure support like classroom and related classroom facilities will be provided by KBC
- 7) KBC will align to the technology platform that PSA uses due to alignment with NSDC standard as

below

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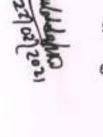
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admissible, wherever possible these issues will be discussed and codeveloped, if necessary

- 8) KBC shall not be held liable for any dissatisfaction of students regarding Academic Curriculum. Education Standard, Pass/Fail matter or any other post admission Procedures or Practices or Examination Standards
- 9) KBC will provide space for centers for the indicated courses in time ensuring adequate facilities, like electricity, electricity charges, water, sanitation, taxes, security services for which PSA will not make any payment.
- 10) KBCwill own responsibilities of security, upkeep and maintenance of items that will be used for courses as per this MoU including putting up necessary human resources.
- 11) KBC will share with PSAmobilization progress as well as financial records as per process and procedure that will be mutually agreed upon.
- 12) All accounting matters will be jointly addressed and the same will be led by PSA
- 13) KBC will provide necessary infrastructure for conducting the classes.
- 14) KBC will collect fees and will remit the entire fees in PSA's Bank A/C. Therefore, each of the party will share the BANK details for remittance.
- 15) Candidate should get relevant money receipt from KBC end on behalf of PSA with relevant specification.
- All admission details will be shared with PSA on day-to-day basis.
- 17) KBC will share student data base to PSA to provide opportunity for counselling the students, assist in campaign through college ecosystem.
- 18) KBC will provide coordinating team / person for this project.

C) BRANDING:

- The use of the name, logo and/or official emblem of any of the parties on any publication, document and/or paper /digital media is only allowed after seeking explicit prior approval in writing by eitherparty.
- Under no circumstances logo of Ramakrishna Mission and Math (RKM) will be used by K8C for any purpose, document or communication save and except which are mutually agreed upon with explicit consent of RKM.
- The content used for all kinds of campaigns need to be discussed mutually before these are put to use.
- 4) This MoU do not pertain to RKM centers, unless specifically agreed upon by PSA and RKM in writing.
- Both the parties agree that post execution of MoU the same can be declared in the respective websites and social media. This MoU provides consent for use of logo for this declaration only.
- 6) Necessary branding with cobranded creative will be endorsed by KBC coordinator.





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D) CONFIDENTIALITY, NON DISCLOSURE, PUBLIC ANNOUNCEMENTS

- 1) During the term of this MOU, both parties will be bound by Confidentiality and Non Disclasure and neither will reveal confidential information received as part of the collaboration hereunder to a third party. Non-disclosure only applies to information that is not already readily available in the public domain, or which a party rightfully has obtained elsewhere, or which a party has been ordered by a relevant court or authority to reveal or obtained by either parties/ created during the performance of the MOU.
- 2) Both the parties shall, and shall ensure that their affiliates, and their employees, directors. officers, agents and representatives, keep the terms of this Agreement and any and all information exchanged in pursuance hereof, strictly confidential and shall not, and shall ensure that its representatives do not, disclose any such information to any third party, without each other's prior written consent.
- The above confidential clause under this MOU excludes the information/data possessed by either party before entering into this MOU or independently developed
- 4) KBC shall not make any public announcements or issue any advertisement, promotional material or release or any other similar document, nor participate in any media interview in relation to any transaction relating to this Agreement, the existence or terms of this Agreement, without the prior consent of PSA, including in relation to the form thereof. Howeverboth parties may get engaged into social media campaigns, seminars, public speech, PR activities, which when happens need to be engaged with prior consent or subsequent ratification. Same applies to PSA towards its commitment to KBC.

E) LEGAL PROVISIONS:

- 1) AUTHOURITY: The MOU as outlined in this is meant to describe the nature and intentions of collaboration betweenPSA and KBC to mutual areas and agreement for collaboration. Nothing parties, norany constraints be imposed by either party upon each other, and nothing in this. Agreement shall be deemed to create partnership, joint venture or agency relationship between the parties The MOU is not intended to create any legal relation of employer-employee or of principal and agent amongst
- 2) DISPUTES: Any controversy or claim arising out of or relating to this MOU, or the breach thereof, will be settled through arbitration as per the provisions of Indian arbitration Act.
- AMENDMENT: This AGREEMENT may be amended only by a written instrument signed by the duly authorized representatives of both Parties.
- PARTIAL INVALIDITY: If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in force without

being impaired or invalidated in any way.

- 5) GOVERNING LAW: This MOU will in all respects be governed by and construed in accordance with the laws of India. Notwithstanding anything contained in this agreement, the terms and conditions as agreed will not have an overriding effect over and above guidelines of NSDC/SSC/ PMKVY under. Govt. of India.
- 6) THE INTELLECTUAL PROPERTY RIGHTS (IPR) that arise as a result of joint research and collaborative activity under the agreement will be worked out on a case to case basis and will be consistent with officially laid down IPR policies of the two parties.
- 7) ARBITRATION in the event of breach of this MoU the Parties shall make reasonable efforts to reach an amicable settlement thereof. If the Parties cannot reach an amicable settlement all disputes arising in connection with this MoU thereof within 30 days of the dispute or difference arising then either Party may refer such dispute or difference to arbitration. Arbitration shall be conducted by a tribunal of 3 arbitrators in accordance with the provisions of Arbitration and Conciliation Act, 1996, with each Party nominating an arbitrator and the two arbitrators so appointed appointing the third arbitrator. The venue of arbitration shall be Kolkata and the language of arbitration shall be English. The arbitral award shall be final and binding on Parties.
- 8) COMPLIANCE WITH LAW: Both parties assure each other that they shall comply with all applicable Laws/rules/regulation and no legal proceedings are pending against them nor are there any threatened legal proceedings against them.
- STANDARD: Both parties shall perform its obligations under this MoU with highest standards expected from it.
- 10) JURISDICTION: Agreement is made and shall be construed in accordance with laws of India. This MOU shall be subject to the exclusive jurisdiction of the Kolkata Courts.

F) COMMERCIAL PROPOSITION:

Both the parties understand that commercial proposition would vary according to nature of course, course duration, target group and intended benefit to the students. It will also be dependent on the value proposition that this collaboration brings to both the parties.

Accordingly, the commercial terms of this agreement will be as per separate Service Level Agreements (SLA) that will be executed from time to time. This SLA and any subsequent SLAs would be consideration for and integral part of this agreement.

G) TENURE OF MOU AND TERMINATION:

1) This instrument is executed as of the date of last signature and shall remain in full force and effect up





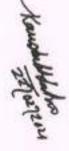
to 3 (Three) year unless terminated earlier in accordance with the provisions of this Agreement

- 2) Parties may extend the Term for a period of another 1 year on mutually agreed terms and conditions
- 3) During the tenure of the MoU, parties hereto may terminate the MoU either for breach of the terms and conditions of the MoU or otherwise by giving a 3 (three) months' notice in writing to the defaulting party within which period all financial reconciliation are to be completed by and among the parties. Failure of either party to terminate the MoU on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this MoU.
- 4) Both parties may terminate this Agreement if any representation or warranty of the Institute set out in relevant clause below is untrue.
- 5) Any such termination shall not affect the smooth course completion of the existing batch of students and upon serving of notice of termination by any of the parties, the Institute shall immediately restrain itself from further induction of any new batch of students and / or individual students.
- Upon expiry or termination of this Agreement,
 - (a) Parties shall be relieved of their respective rights and obligations under this Agreement save such obligations and liabilities that accrued prior to termination, or those which survive termination of this Agreement;
 - (b) Both parties shall ensure that their representative shall, return to the other party, all course materials, any designs, layouts, advertising, promotional or other material including infrastructural and equipment's procured / provided by or on behalf of the parties and Confidential information that both parties have in its possession or control;
 - (c) Both parties shall cease using any and all Intellectual Property Rights other materials, logos, marks, artwork and imagery provided by or on behalf of the respective parties and the granted to such parties in relation thereto shall forthwith terminate.
 - (d) Parties shall cease using the logos etc. in connection with other projects.
- No waiver, amendment or other modification of this Agreement shall be effective unless in writing and signed by each Party.

H) REPRESENTATIONS AND WARRANTIES

Parties represent and warrant that:

- it has the capacity and all the necessary power and authority to enter into and perform all its obligations hereunder and to undertake the transactions contemplated hereby;
- entering into this Agreement or performance of the obligations hereunder shall not result in a violation of or non-compliance with any applicable laws and it shall at all times comply with the applicable laws;





- 3. It has obtained all permits and licenses, if any, required or desirable to be obtained by it in connection with this Agreement and the performance of its obligations hereunder and shall at all times maintain such permits and license and keep them valid and subsisting.
- A. It is not subject to any bankruptcy proceedings and there are no circumstances which exist that may entitle any creditor to appoint a receiver or to petition for winding up or to exercise any other rights over or against its assets:
 - 5. this Agreement and the other documents entered into in connection herewith have been duly executed and delivered by it and constitute or will constitute, following the execution and delivery of this Agreement and such other documents, valid and binding obligations of Institute, enforceable against it in accordance with its terms;
 - 6. none of the execution or delivery of this Agreement, the consummation of transactions hereby contemplated or compliance with the terms hereof, will conflict with or result in a breach of, or require any consent under the charter documents or any applicable laws or any agreement or instrument to which it is a party or by which it or its property is bound or may be affected or to which it is subject,
 - 7. Each representation and warranty of Institute is true and correct in all respects as on the date of execution of this Agreement and shall remain true and correct on each day of the Term.

This MOU is executed in duplicate with each copy being an official version and having equal legal validity. By signing below, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

Through this MOU PSA and KBCaffirm their commitment to fulfill and achieve the objectives mutually agreed upon in thisMOU. By signing below, the Parties agree that they have all the necessary power and authority and have taken all actions necessary to validate, execute and deliver this MOU and perform its obligations herein.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU in their corporate names by their respective officers duly authorized, on the respective dates hereinafter mentioned.

For Peerless Skill Academy

(A Unit of B K RoyFoundation) brate

(Chief Executive Officer)

Name: Shri Kalyan Debnath

22 2 202

Witness1

Place: "(a)

Date: 22/2/2021

SKI

for Dr.Kanailal Bhattacharyya College

Name: Dr. Kaustubh Lahiri

Witness2

Name: Samin Kuman Nashan Place: Kolhala

Date: 22/02/2021



পশ্চিমবঙ্গা पश्चिम बंगाल WEST BENGAL

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AGREEMENT

For Imparting Skill Development Training and other skill development programs running at the college to increase the employability of the youth through introduction of Deen Dayal Upadhyaya Grameen Kaushalya Yojana (DDU-GKY)

This Agreement is made and executed on this day of 08 10 2021 at Dr. Kanailal Bhattacharyya College

BETWEEN

Dr. Kanailal Bhattacharyya College, 15, Kona Road, Ramrajatala, Po Santragachi, Howrah-711104 hereinafter referred to as "College", (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) acting through its authorised representative, Dr. Kaustubh Lahiri, Principal, hereinafter called the 'First Party'

AND

EduBridge Learning Pvt. Ltd {Private Limited Company} incorporated under the provisions of the Companies Act 1956 having its registered office at 1/1 Pollock Street, Kolkata and represented through Mr. Subhamoy Roy (Hereinafter referred to as the "Training Service Provider" or "TSP") which expression shall, unless repugnant to the context, include its successors, heirs, permitted assigns, representatives, hereinafter called the 'Second Party'.

Dr. Keneilai Bhattacharyya College Remrajetala, Howrah-4

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Edubridge learning lot. Ltd.
1/1 Pollock St. - Kol-01

08/10/2021

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Principalita Monalita Bladdelaaryya Co Marainkalia, Mameah-A

Subhamay lay

WHEREAS

The First Party is a college established in 1985 at 15, Kona Road, Ramrajatala,

Po: Santragachi, Howrah-711104 and is mandated to increase the employability of the youth through introduction of Deen Daval Upadhvava Grameen Kaushalya Yojana (DDU-GKY)

The First Party was proposed the EduBridge Learning Pvt. Ltd. to impart DDUGKY Skill Development Training for Pass out Graduate students from 2016-17 academic session to 2020-2021 Academic Session to improve employability of youth in the State. The programme will be implemented based on the pre-set Programme guidelines under the National Skills Development Corporation adapted to suit the requirements of the Programme Outcome and College.

The First Party has evaluated the proposed Programme submitted by the Second Party and selects the Second Party for imparting skill training to beneficiaries in the designated residential centre on the terms hereinafter described.

In pursuance thereof, the Parties have agreed to enter this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. DEFINITIONS AND INTERPRETATIONS

- 1. Definitions: Unless the context otherwise requires, the following terms whenever used in this Agreement shall have meanings as below:
- (a) "Agreement" means this Agreement, signed by both Parties, together with all the Annexures: Agreement including its Annexes and Schedules and subsequent correspondences including but not limited to process manual
- (b) "Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- (c) "Effective Date" means the date of this Agreement.
- (d) "In writing" means communicated in written form with proof of receipt.
- (e) "Service/s" means the work to be performed by the Second Party pursuant to this Agreement.
- 2. In this Agreement unless the context otherwise requires.

Dr. Kanailal Bhattacharyya College Ramrajatala, Howrah-4

- (a) Words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender.
- (b) Terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the terms and words defined in the Annexure and used therein shall have the meaning ascribed thereto in the Annexure.
- (c) Words "include" and "including" are to be construed without limitation.
- (d) References to Clauses, Sub-Clauses, Annexures in this Agreement shall, except where the context otherwise requires, be deemed to be references to Clauses, Sub-Clauses, Annexures of or to this Agreement.

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- (e) wherever in this Agreement provision is made for the giving or issuing of any notice, endorsement, consent, approval, certificate, agreement, proposal, communication, information or report or determination by any Party, unless otherwise specified, such notice, endorsement, consent, approval, certificate, agreement, contract, proposal, communication, information or report or determination shall be in writing under the hand of the duly authorised representative of such Party.
- (f) Any word or expression used in this Agreement shall, unless defined or construed in this Agreement, bear its ordinary English meaning.
- 3. The words and expressions not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the Proposal. Without prejudice to the generality of the provisions of this Agreement, the provisions of proposal and specific terms & conditions, if any, mentioned in the work orders issued by the First Party, shall apply and be binding on the Second Party. However, in any case of disagreement between the various document SOP (which will be notified separately) would have any overriding effect
- 4. While the documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement, they are to be taken as mutually explanatory to one another.
- 5. Any Annexure or Appendix or Schedule that forms part of the Agreement and is not available at the time of execution of this Agreement shall be added later duly signed by both the Parties. Any action required to be taken, and any document required to be executed under this Agreement by the First or Second Party may be executed by the officials specified hereunder:
 - 5.1. Management/Trustees/Principal of the college
 - 5.2. Authorized Signatory of Second Party.

II. SCOPE OF WORK FOR THE SECOND PARTY

6. The overarching principles on which Training Programmes have to be designed by the second party are the following:

6.1 Programme Design

- 6.1.1. Second Party will design Courseware for the respective programme offered, with regular consultation and advice from the college. It should meet requirements of National Occupation Standards (NOS) and Qualification Packs (QPs) so that the Course is aligned to NSQF and approved by respective SSCs besides the affiliating university
- 6.1.2. Assessment would be conducted as per Sector Skill Council norms/guidelines and third-party assessment from NASSCOM Foundation will also be conducted at the college from time to time.

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6.2. Programme Materials

- 6.2.1. Both the First party and the Second Party in consultation with Alumni Association along with Collaboration with the Second Party would develop "Participant Handbook" relevant to the programme and it will be provided in print format to all trainees enrolled for the programme. One copy of the Handbook will be submitted to college also.
- 6.2.2. Both the First party and the Second Party will develop "Trainer Handbook" for the programme and same will be provided in printed format to all Trainers. One copy of the Handbook will be submitted to college also.
- 6.2.3. Curriculum will be a mix of practical (60%) and theory (40%) and will also include project work, home-work and self-learning modules. Curriculum once fixed before the introduction of the course can't be altered or amended until the course is finished with terminal examination.
- 6.2.4. E-Content (PPT and Videos) will also be provided

6.3. Training Delivery: Second Party

- 6.3.1. Both the First party and the Second Party will develop an activity-based learning methodology for the Programme and the same will be adopted while imparting training. The approach will be reflected in all documents developed for the programme.
- 6.3.2. Both the First party and the Second Party will have Session-wise Training Delivery Plan as per Programme Framework and will adhere to the plan
- 6.3.3. The training activities will provide more scope for teamwork, individual practice on the skill and interaction of the participants
- 6.3.4. Second Party will draw up training calendar for the skill component in consultation with college and adhere to the plan
- 6.3.5. Both the First party and the Second Party will ensure each trainee gets individual attention
- 6.3.6. Second Party will deliver training as per the approved Framework
- 6.3.7. Second Party will provide all the materials required for training delivery to the Trainers and Trainees.
- 6.3.8. Second Party will ensure attendance of trainees through quality delivery of the programme as per approved schedule, under the overall supervision of First Party. These are not exhaustive and are expected to utilize their expertise in pedagogy and training delivery to provide an outstanding learning experience to the trainees.

6.4. Trainer

- 6.4.1. The Second Party will provide the relevant trainers under this Programme
- 6.4.2. The Second Party will deploy Trainers trained for the Programme.
- 6.4.3. Trainers will attend Training of Trainer (ToT) programme conducted and certified by the Second Party

6.4.4. Trainers will have proficiency in both English and local language

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- 6.4.5. The Second Party will have to arrange of substitute trainer during the period of leave (financial liability of the period will be borne by TSP), and if a trainer goes on leave for more than 5 days alternate arrangement will have to be provided
- 6.4.6. Updating/Augmentation of the labs if required, for intense practical training (The cost for procurement of lab material will be borne by EduBridge Learning Pvt. Ltd.)
- 6.4.7. Maintenance of Labs (Any major maintenance cost to be borne by EduBridge Learning Pvt. Ltd.)
- 6.4.8. EduBridge Learning Pvt. Ltd. may be required to arrange for Industrial Visits/Field Trips/OJTs/Project Work (120 hrs /15 days with 8 hrs per day)

6.5. Mobilization

- 6.5.1. Second Party will assess and select trainees during Mobilization organized at the college
- 6.5.2. Second Party may provide soft copy content to college after Agreement is finalized if required
- 6.5.3. Second Party will conduct orientation session for college staff about the prospects, content, job opportunities, and Internship arrangements if required
- 6.5.4. Second Party will conduct an initial aptitude test for selection of appropriate candidates into Programme, for a job role, and all trainees will be counselled.

6.7 Assessment, Evaluation and Certification

- **6.7.1** Final Assessment for the Programme will be conducted by EduBridge on behalf of Dr. Kanailal Bhattacharya College and SSC(BFSI & Retail) will also conduct regular internal assessments during training period.
- 6.7.2 Second Party will conduct continuous and comprehensive evaluation for each batch as per their internal methodology and the marks obtained will be shared with Programme Donors under the overall supervision of Dr. Kanailal Bhattacharyya College.

6.8 Batch Size

6.8.1 The batch size of the Programme may vary from minimum **30 to 35 students.**

6.9 Reports

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6.9.1 At the end of the programme, the course completion report will be submitted in digital format to college for the purpose of information exchange.

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6.9.2 This report will comprise the salient features of the training activities under this programme and overall summary report on completion of entire programme.

6.10 Co-ordination

- **6.10.1** Second Party will deploy a coordinator to implement the programme.
- **6.10.2** Coordinator will represent the Second Party for all programme related activities.
- **6.10.3** Coordinator will submit relevant training reports to the college as per requirement.
- **6.10.4** Coordinator will attend the review meeting of the programme, whenever it takes place or if required.
- **6.10.5** College to provide support through a single point of contact during the entire duration of the Programme

III. KEY TERMS OF THE AGREEMENT

7 **Process Guidelines:** The Second Party shall follow the training guidelines, standard operating practices as notified by the First Party from time to time for conduct of any activity outlined

8 Suspension of services

- 8.1 In the event of breach as under clause 11.1, the First Party may issue a written notice of suspension for the Second Party to remedy the breach within thirty (30) days of receipt of such notice.
- 8.2 In the event of failure of the Second Party to remedy/rectify the notified breach to the satisfaction of the First Party within thirty (30) days of receipt of the notice of suspension.

IV. SPECIFIC DELIVERABLES AND TIMELINES

- 9 Batch Initiation: The Second Party will initiate the first batch in the November 2021 month of the academic year 2016-2017 onwards pass out learners in the college premises
- Trainees Attendance: Trainees must remain present for at least 80% of the total training hours.
- Assessment of Trainees: The assessment process must be initiated / facilitated by Second Party such that assessment is carried out towards the completion of training or at a pre-agreed date for regular in-training assessments.

V. OBLIGATIONS OF THE TWO PARTIES

12 **Responsibility of the First Party:** The First Party shall be project sanctioning, supervising agency, and shall:

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- 12.1 Discharge its responsibilities through facilitation, timely support for the progress of the project.
- 12.2 Review and accord sanction for the training plans and calendar submitted by the Second Party.
- 12.3 Conduct regular monitoring of project performance and outputs if required
- 12.4 College will appoint a single point of contact to support second party in day-to-day operations and execution of the project
- 13 **Responsibility of the Second Party:** The Second Party agrees to implement the program as per the terms and conditions described herein, and shall:
 - 13.1 Be fully and directly responsible for achieving the targets in compliance with any guidelines, circulars or orders issued by the First Party from time to time.
 - 13.2 Carry out its obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional standards and practices.
 - 13.3 Observe sound management practices and employ appropriate technology including safe and effective equipment, material, and methods.
 - 13.4 Promptly inform the First Party of any event that may have legal or other implications, including affecting the achievement of objectives specified herein, in writing.
 - 13.5 Furnish to the First Party all pertinent information and reports as required from time to time.
 - 13.6 Allow and facilitate the First Party or its representatives to inspect, at any time, the site of programme implementation.
 - 13.7 Maintain records in accordance with appropriate and accepted training practices.
 - 13.8 Ensure that the personnel engaged by it in the performance of its obligations under this agreement are at all times properly trained for their respective functions.
 - 13.9 Keep complete record of beneficiaries trained under the project including their names, parents' names, address, contact number, training course, copy of assessment certificates, placement details, etc. as required by Donor and NASSCOM Foundation
 - 13.10 Ensure that there is no conflict of interest in execution of work under this project and ensure that any such situation, should it arise, is immediately reported to the First Party.
 - 13.11 Be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in this or any other agreement and no default shall excuse the Second Party from its obligations or liability hereunder.

VI. GENERAL

14 Fraudulent and Corrupt Practices.

14.1 Both parties and its respective officers, employees, agents and advisors shall observe the highest standard of ethics during the subsistence of this agreement. Notwithstanding anything to the contrary contained in the agreement, Either Party may terminate the agreement without being liable in any manner whatsoever to the other Party if it determines that the other Party has directly or indirectly or through

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an agent engaged in corrupt practice, fraudulent practice, coercive practice to the other Party hereunder or subsistence or otherwise.

- 14.2 For the purposes of this Agreement, the following terms shall have the meaning hereinafter respectively assigned to them.
 - 14.2.1 "Corrupt practice" means the offering, receiving, giving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in execution of services.
 - 14.2.2 "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts in order to influence a selection process or the execution of services.
 - 14.2.3 "Coercive practices" means impairing or harming or threatening to harm, directly or indirectly, persons or their property to influence processes during selection process or execution of services.
 - 14.2.4 "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the selection process (including bid) or the execution of services.

15 Commencement, Completion and Modification of Agreement

- 15.1 This Agreement shall come into force and effect on the date of signing of this Agreement.
- 15.2 The contract will be valid from October 2021 and September 2022
- 15.3 Both Party can modify terms and conditions of this Agreement subject to mutual agreement between the Parties to account for change in Government stance. Any modification or variation of the terms and conditions of this Agreement not covered under the above, including any modification of the scope of services or specific deliverables/timelines, may only be made by written agreement between the Parties.

16 Termination of Agreement.

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- **16.1 Termination by the First Party:** The First Party may terminate this Agreement, by giving not less than thirty (30) days' written notice of termination to the Second Party,
- 16.2 If the Second Party fails to remedy any breach hereof or failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the First Party may have subsequently granted in writing.
 - 16.2.1 If the Second Party becomes insolvent or bankrupt.
 - 16.2.2 If the Second Party fails to comply with any final decision reached as a result of dispute proceedings.

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- 16.2.3 If there is any breach of terms & conditions of this Agreement or any guidelines issued by the First Party.
- 16.3 **Termination by the Second Party:** The Second Party may terminate this Agreement, by giving not less than thirty (30) days' written notice to the First Party,
 - 16.3.1 If the First Party is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days (or such longer period as the Second Party may have subsequently agreed to in writing) following the receipt by the First Party of the Second Party's notice specifying such breach.
 - 16.3.2 If the Second Party becomes insolvent or bankrupt.
 - 16.3.3 If, as the result of Force Majeure, the Second Party is unable to perform a material portion of its services for a period of not less than sixty (60) days; or
 - 16.3.4 If the First Party fails to comply with any final decision reached as a result of arbitration.
- 16.4 **No Objection:** On termination of this Agreement, the First Party shall have the right and the Second Party should not have any objection to the First Party appointing a Third Party to assess or complete the services to be performed under the Scope of this Agreement
- Force Majeure: For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies. Neither party hereto shall be considered in breach hereof or in default if it fails to perform or observe any or all of the terms of this agreement resulting directly or indirectly from Force Majeure events. In such case either party shall notify the other party of the occurrence of such cause. Should, as a consequence, the performance under this Agreement be prevented for a period longer than six months, then the other party shall have the right to terminate this agreement.

18 Disclaimer

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18.1 The Parties acknowledge that prior to the execution of this agreement, both have, after a complete and careful examination, made an independent evaluation of the scope of services under the project, applicable specifications and standards, local conditions, conditions on ground, and all such information and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in performance of its obligations hereunder, and confirms that it shall have no claim whatsoever against the any Party in this regard.

18.2 The Parties acknowledge and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in the agreement and hereby

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acknowledges and agrees that Parties shall not be liable for the same in any manner whatsoever to the Second Party.

19 Indemnity: Notwithstanding anything to the contrary contained in this Agreement and without prejudice to other rights that the Parties may have under this Agreement and in law, each Party (the "indemnifying Party") hereby irrevocably indemnifies, defends, saves and holds harmless and irrevocably agrees and undertakes to keep indemnifying, defending, saving and keeping harmless at all times the other Party ("indemnified Party"), and its respective directors and employees including offices and managers on demand, to the fullest extent permitted by applicable law from and against any and all losses, damages, penalties, costs, charges, reasonable expense, suits, or legal/quasi legal proceedings of whatever nature, including, without limitation, any legal or other fees and expenses in connection with investigating, disputing, preparing or defending any claim which may be suffered or incurred by the indemnified Party resulting from or arising out of a breach of any covenant or agreement made or failure to perform (whatever in whole or in part) any obligation required to be performed by the Indemnifying Party (or any person or representative designated by the Indemnifying Party) under this Agreement.

20.Dispute Resolution:

20.1 Any differences or disputes that arise between the Parties shall in the first instance be resolved mutually by the Parties.

20.2 This Agreement shall be governed by the Indian laws and subject to the jurisdiction of the Courts at Government of India.

20.3 Any notice required to be given under this Agreement shall be served on the party at their respective addresses given below by hand delivery, email or by registered post.

Address of the First Party

Address of the Second Party

Dr. Kanailal Bhattacharyya College,

EduBridge Learning Pvt. Ltd.

Address: 15, Kona Road, Ramrajatala,

Po: Santragachi, Howrah-711104

01, Sapphire Building, Khar(w)

Email: klb.college@gmail.com

Email: subhamoy@edubridgeindia.com

Contact No. 033-2627-2490

Contact No. 6290568709

21. Representation and Warranties

The Parties to the agreement hereby represent and warrants agree and confirm as follows:

Dr. Kanallal Bhattacharyya College,
Ramrajatalas Howrah

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- (a) They have all requisite powers and have been duly authorised to execute this agreement
- (b) This agreement is enforceable against the parties in accordance with its terms.

22. Other convents:

- 22.1 The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper concerning the project under agreement is allowed only, after seeking explicit permission in writing by either party.
- 22.2 The Second Party shall be responsible for the safety of the students during industrial visits. The Second Party shall be liable for all the consequences arising out thereof as per College Guidelines. College Principal shall also nominate one representative from college to be present during the Industry Visits.
- 22.3 This Agreement will come into effect from the date of signature by all the parties and can be extended after mutual consultation of all the stakeholders. This Agreement may be varied at any time by mutual agreement of the parties in writing. It shall be reviewed at a time mutually agreed by the parties for possible renewal.
- 22.4 Second Party shall ensure the compliance of labor laws and other relevant laws applicable to the TSP's/Companies/Firms. Non-compliance or violation of any clause of the agreement shall attract termination of the contract.
- 22.5 The physical infrastructure assigned in premises, furniture, systems, projectors, etc. so made available, under this MOU shall be solely owned by the College and Second Party shall have no right or claim in this respect thereof. The Branding material and other materials provided by and copyright of Second Party shall be solely owned by the Second Party and College shall have no right or claim in this respect thereof. This includes the use of the content/curriculum provided by the Second Party.
- 22.6 This Agreement does not give authority to any of the parties to either represent or exercise opinion or make decision, on behalf of the other.
- 22.7 Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises; the Second Party shall promptly notify college in writing of such condition and the cause thereof.
- 22.8 Second Party shall be solely responsible in all respects regarding the terms & conditions of service of the staff so recruited/engaged for the commencement of courses in the college. The college shall not be liable in this regard in any manner & no claim shall lie against it.
- 22.9 The Second Party shall carry out the services & carry out all its obligations under the agreement with due diligence, efficiency etc. in accordance with generally

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accepted norms, techniques & practices. The Second Party shall also adhere to professional standards to recognize by professional bodies.

IN WITNESS THEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DATE, MONTH AND YEAR MENTIONED HEREINBEFORE.

For and on behalf of the First Party	For and on behalf of the Second Party		
Stamp and Signature	Suchamay lay Stamp and Signature		
Name: Dr. Kaustubh Lahiri	Name: Subhamoy Roy		
Designation: Principal	Designation: AVP-Business		
Date: 08-10-2021	Date: 08-10-2021		
Place:15, Kona Road, Ramrajatala, PO: Santragachi, Howrah-711104	Place: 15, Kona Road, Ramrajatala, PO: Santragachi, Howrah-711104		

