



महाराष्ट्र MAHARASHTRA

2022

30AA 564160

जोडपत्र १ व २ / Annexure-I & II

Reason of sale stamps and Amount

Stamp Purchaser's Name

हस्ताक्षर अथवा स्वाक्षरी

Stamp Purchaser's Name

मुद्रांक विक्री नोंदणी संदर्भ

Serial No and Date

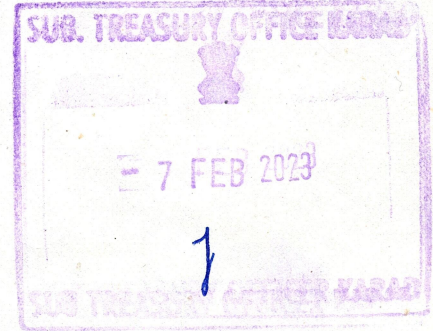
Stamp Purchaser's Sign.

मुद्रांक विक्रीसाठी-श्री. दत्ता आनंदराव पवार, १५९, शनिवार पेठ, कराड

मु.वि.विकास-दु.वि.कार्यालय, १, सहस्रिल कार्यालय, आ. १, कराड

संख्या क्र. ३२०३०३०/२००२ मुद्रांक विक्रीसाठी सही

ज्या कारणासाठी या मुद्रांक खरेदी केला गेला आहे त्याची मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.



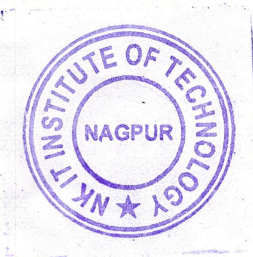
MEMORANDUM OF UNDERSTANDING

Between

NK Institute of Technology
(Training Partner)

And

Yashwantrao Chavan College of Science, Karad
(Training Center)



NK Institute of Technology registered under the partnerships act, (Hereinafter called **NKIT**) having their registered office at **Plot No 3 Central Railway Colony, Omkar Nagar, Nagpur 440027** envisages partnering with reputed Corporate/Industries/Employers with manpower requirement to facilitate skill development trainings of economically and socially disadvantaged youth in the state and assist them in placements.

And

Training Center having their registered office at **Karad-Masur Road, Vidyanagr-415124** (Hereinafter called the "**Training Center**" which expression shall unless repugnant to the context thereof shall mean and include its administrators, successors, heirs and assigns) of the other part

This MoU between **NKIT** and **Training Center** assigns herewith on Tenth of February Two Thousand Twenty-Three (10/02/2023). By Pawan Khamgaonkar, Authorised Representative on behalf of **NKIT** and, for organizing the Skill Development training programs. **Yashwantrao Chavan College of Science, Karad** have submitted proposal for empanelment of firms for implementing the training programs as per proposal on the basis of the terms and conditions mentioned below.

Training Center has agreed to impart skills development training/s to only Unemployed Youth as per details mentioned in the proposal submitted by Training Center. Training Center to ensure that all the trainees selected in the batch are unemployed and domicile of Maharashtra.

Training Center has agreed to impart skills development training/s under EMPLOY / TRAIN & EMPLOY to unemployed youth as per details mentioned in the norms.

TRAIN & EMPLOY

1) Mobilization

- a) Training Center to do mobilization of the candidates and submit the details of the candidates like Caste certificate, Candidates form, Aadhar card etc.
- b) Mobilized and selected candidates should not be less than 18 years of age as on start date of training.
- c) **The candidates should be selected only subject to their eligibility regarding caste certificate & benefit of state of Maharashtra.**
- d) The primary selection of candidates for the skill development training/s will be done by Training Center, however **NKIT** will also supervise the selection process. Training Center, shall submit the details of all the candidates to **NKIT** before 15 days of start of the training.
- e) Training Center to check the aptitude of the candidates by conducting aptitude test, eligibility test, psychometric test etc. before selecting them to ensure that they adhere to terms and conditions of the employment without exiting.
- f) Training Center is expected to provide candidates with all possible information on the nature of work in the sector/trade, availability of jobs, potential pay and entitlements, growth prospects and risks involved, with the aim of helping candidates and their families make informed choices.
- g) Existing employees of Training Center are not eligible to participate in this scheme. In case any trainee is found to be employed with Training Center at the time of validation of trainees, then

strict action will be taken against Training Center which may also involve termination of the agreement.

2) Course Commencement

- a) Training Center shall start any course only after written confirmation has been received from **NKIT**.
- b) Infrastructure
 - 1. Training Center shall conduct the course at its authorized training centers only, approved by **NKIT** and star rating on SIP should be 4-5 stars.
 - 2. Training Center shall ensure that the training centers should have the minimum facilities like good classrooms (ventilated & sufficient light) equipment's, Lab, computers etc. for conducting training as per SIP Rating.
 - 3. Training Center has to inform **NKIT** in case of any change in higher authority of Firm, SPOC person, Name, Signature etc. immediately. .
- c) Course Content
 - 1. Training Center shall ensure that the course material, syllabus, training schedule etc. are given to all the candidates immediately after the commencement of the course and should be as per latest NSQF standards
 - 2. Training Center shall ensure that all trainers deputed by them have the relevant education, experience and skill set for conducting the proposed training/s. In case the trainer/s are not up to the mark, or if **NKIT** received complaint/s against the trainer/s then the respective trainer/s should be replaced immediately.
(TOT should be mandatory).
 - 3. Training Center shall arrange time-to-time industrial visits and appropriate on the job training during the tenure of training as per the curriculum of the course.

3) Monitoring during Training

NKIT shall audit the training programs randomly by authorized persons and it's binding on Training Center to extend all support to **NKIT**. The Training Center will rectify any shortcomings observed during the visits on an immediate basis and inform **NKIT** accordingly.

4) Assessment & Certification

- a. Training Center shall ensure periodical internal assessment on progress of each candidate throughout the course duration for taking remedial measures.
- b. Training Center shall provide certificates to the trained candidates on last day or any convenient day of closing as agreed. The certificate should be provided in collaboration with Training Center and **NKIT**.
- c. For DEPT.OF SKILL DEVELOPMENT project, assessment will be conducted by Assessing body authorized by DEPT.OF SKILL DEVELOPMENT. (Like: SSC/MSCVTE/NCVT)

5) Attendance

Training Center shall take special efforts to ensure that each candidate is attending the training minimum 95% of working days in a month. Attendance records will be maintained in physical and **Biometric Attendance** submitted to **NKIT** not later than 4th day of the subsequent month in the prescribed format given by **NKIT**.

6) Placement

- a. Placement is defined as wage employment with significant increase over the minimum wage criteria as defined by the State and offered to the trainees who have been selected for the particular job role. Self-employment shall not be considered as placement in this context. **NKIT** will consider proof of employment such as offer letter by employer/appointment letter by employer/email confirmation by employer upon successful verification by **NKIT**. Salary component should be clearly mentioned in the proof of employment as listed above and it should conform to salary expectation as defined for placement.
- b. No payment shall be made for the candidates who dropout, opt out, reject the offer letter, go for higher education or self-employment. It is the responsibility of Training Center to train only those candidates who are interested in employment.
- c. Training Center shall adhere to placement, location of placement, minimum salary, incentives, stipend etc. for all candidates as per the details mentioned in Annexure-I.
- d. Training Center shall submit the copy of offer letter along with the "date of joining" given to the candidates to **NKIT** within one week after the acceptance of the offer by the candidates.
- e. After completion of training, Training Center shall give placement within 1 month, If, placement given after 1 month, it will not be considered as placement.

7) Post Placement Tracking

Training Center shall maintain the record of all placed candidates who have been successfully placed for a period of 6 month from the date of joining and provide relevant information to **NKIT** like Bank Statements of candidate's account where he/she received salary from employer. Also provide career plan, employer's feedback etc.

8) Financial Terms and Conditions –

Training Center will be incentivized for placing the candidates on the following terms and conditions and per the details mentioned

College / Institute Infrastructure ₹1500/-Per Student

Hostel: ₹2000/-Per Student

The pay will settle After the Completion of training, assessment and certification of successful candidates.

9) Other Terms and Conditions

- a. For DEPT.OF SKILL DEVELOPMENT Inspection and Empanelment any of the fees government fees will be borne by the Training Center.
- b. This MOU is valid for Two Academic years from the date of signing of this MoU. This MoU can be amended, modified, scope can be increased or additional terms and conditions can be added with mutual consent of both the parties. **NKIT** may extend terms of this MoU based on the performance after mutual discussions between parties.
- c. That **NKIT** will not be responsible in any manner for any event of misconduct or damage/wastage/loss/natural calamities of property by students, in or outside the premises of Training Center.
- d. That the Training Center will not bypass **NKIT** for the purpose of offering these Government sponsored programmes directly or indirectly for courses/programmes being offered by **NKIT** and will not communicate directly to any Government body or controlling body. In Case of such activity training center have to face legal action from **NKIT**
- e. That the Training Centre shall transfer any type of Assessment fee/Training Fee/ any other fee payable to government body/ governing body/, directly to account of concerned body/ **NKIT** as per the communication from **NKIT**.

10) Dispute Resolution and Arbitration

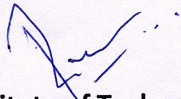
- a. In case of dispute there shall be an arbitration committee comprising of representative/s nominated by chairperson, **NKIT** and representative/s nominated by Training Center. The decision of the arbitration committee shall be binding on both the parties.
- b. In case of any dispute between the parties, jurisdiction of court will be in Nagpur only.

11) Term and Termination

- a. **NKIT** may terminate or suspend this agreement in whole or in part for any material breach committed by Training Center under this agreement. Any portion of this agreement that is not terminated or suspended shall remain in force and effect. However the **NKIT** shall provide a prior written notice of one week and an opportunity of being heard to Training Center before termination of this agreement.
- b. That the **NKIT** shall not be liable for any loss or damages (direct, indirect or inconsequential) incurred by the Training Center by virtue of termination of this agreement.
- c. This MoU is for only for association purpose in this **NKIT** is having whole authority to give SKILL DEVELOPMENT batches to Training Center. Before starting batch Training Center will need to take written confirmation from **NKIT**. Without any written confirmation from **NKIT** if any batch is started then **NKIT** will not be liable to pay for that batch.

12) Miscellaneous

- a. Any modification/amendments to this agreement can only be made in written and signed by both parties.
- b. This agreement restrict Training Center from participating in similar activity with other private or public agencies, organizations and individuals.
- c. Chairperson, **NKIT** will take the final decision whether to continue working on further project.


NK Institute of Technology

Representative: Pawan Khamgaonkar

Position: TC Head

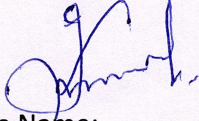
Mobile: 9422203476

E-mail: khamgaonkarpawan@gmail.com

Date: 10/2/2023

Signature & Seal




College Name:

Representative: **Principal**

Yashwantrao Chavan College of Science
Position: **Karad**

Mobile:

E-mail:

Date: 10/2/2023

Signature & Seal

