

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on this **18/11/2022** (effective date)

BETWEEN

Kherwadi Social Welfare Association (hereinafter called KSWA) registered NGO having address at Parishramalaya, Kherwadi, Bandra East, Mumbai - 400 051 represented by its trustee on the **first party**, the KSWA has working in the field of providing training to the school dropout youth for securing livelihood in the name and style of **YUVAPARIVARTAN** (herein after called YP),

AND

NIRMALA MEMORIAL FOUNDATION COLLEGE OF COMMERCE & SCIENCE – Ops App ID: ATCC-KANDIVALI-00002115
90 Feet Road, Thakur Complex, Kandivali(E), Mumbai – 400101.

Details of partnering Institution / Organization / NGO ... Second Party (hereinafter called YP- ATCC)
(YP- ATCC) and KSWA are collectively referred to as the "Parties" and each individually a "Party".

Whereas

KSWA an NGO, registered under Bombay Public Trust Act, 1950 vide Reg. No. Trust-F 419 & Society Registration Act, 1860 vide Reg. No : Society-3144, through its Movement / program called Yuva Parivartan (hereinafter referred to as YP) for society transformation by providing an opportunities for under privileged youth and school drop outs by catering to the Vocational Training programs/courses to youth. KSWA is engaged in organizing and delivering vocational training programs, career guidance, training and \ counseling services to deprived, unemployed, under-employed youth while networking with other NGO's participation in promoting youth welfare.

1. YP have program to expand its scope through identifying and appointing existing training centres which already running in this field in vocational courses as their **Authorized Training & Certification Centres** (here after referred as YP ATCC) to take ahead the YP movement.
2. YP would give the Applicant the status of ATCC. YP would be conducting the examinations and issuing certificates.

Terms and conditions YP-ATCC

The interested existing training centers shall be apply to the KSWA for intend to adopt this policy. After approval and verification of an application it will follow the following procedure.

The Applicant and YP have mutually agreed to enter into an agreement to run YP vocational courses / programs at the applicant's centre at (Location & Address)

Name: Mrs. Swiddle P. Dcunha

Center Address: 90 Feet Road, Thakur Complex, Kandivali(E), Mumbai – 400101

Contact No: 022 69436400

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Center Name Nismala Memorial Foundation College of Commerce & Science
Address 90 Feet Road, Thakur Complex,
Kandivali (E), Mumbai - 400 101

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Center Address: 90 Feet Road, Thakur Complex, Kandivali (E), Mumbai -
Contact No: 022 69436400
400 101

13. The ATCC shall provide to YP with details of names, addresses and other details viz. Phone no: etc..., of students enrolled. Applicant shall furnish to YP such information on a time-to-time basis and also permit the authorized representatives of YP to inspect, at any time, the applicant's ATCC, records and work done in pursuance of this agreement, at any time during the tenure of one year.
14. The Applicant ATCC shall submit all the requested data as per the prescribed format suggested by YP and will submit the same to YP on regular basis. If software/any other format is provided by YP, Applicant shall use the software/formats only for this project.
15. The applicant ATCC shall not during the continuance of this agreement or thereafter use in connection with any business the name/logo of KSWA/YP or any other trademarks names resembling or similar to those used by YP/ KSWA except to the extent or in manner previously approved by the YP/KSWA in writing.
16. The Applicant ATCC shall not assign to any person, firm or company without the prior written consent of YP represented by a trustee, the rights, benefits and obligations of this agreement or any part thereof.
17. YP will disclose and communicate any general/technical information and know-how as considers necessary for the purpose of enabling ATCC to provide service(s) and shall provide such other assistance and advice as YP may consider necessary in this behalf from time to time.
18. Nothing contained herein shall be deemed to grant either directly or by implication, estoppels, or otherwise, any license to Applicant ATCC, under any patents, copyrights, trademarks or trade secrets of KSWA/YP. Applicant ATCC shall recognize that any patent or trade mark or trade name relating to KSWA/YP is owned by KSWA/YP and agree that any such patent, trade mark or trade name shall remain vested in KSWA/YP both during the term of this agreement and thereafter and the ATCC applicant agrees never to challenge the validity or the ownership of the same.
19. The ATCC center is not restricted to geographical boundaries. But it can't operate within 5-kilometer range of YP's Existing LDC.

KEY TERMS AND CONDITIONS

1. YP shall work with the ATCC Applicant for the consideration of payment of a one time non-refundable registration fee as mentioned below :
 - Signing amount: Rs. 6000/-.
 - Cost per Regular E&C: Rs. 500/- per student.
 - Cost of E&C for MLDC (Camp): Rs. 300/- per student

Note: Above fees may change from time to time, which will be intimated to you through written or verbal communication in advance.

2. For Additional course the ATCC Applicant won't have to pay anything.
3. The minimum number of students an ATCC Applicant needs to train would be 100 students for each course in a year.
4. KSWA will review the infrastructure before approving additional course.
5. Minimum Batch size for Examination & Certification is 10 students per batch per course.
6. E&C fees has to be paid 15 days in advance, before the exam schedule.
7. E&C fees are Non Refundable in case of cancellation of exam or in case of a student is absent by the ATCC.
8. Material Cost for conducting courses and exam are to be borne by YP- ATCC.
9. KSWA will review the YP ATCC target numbers (performance) after 3 months.
10. YP ATCC is liable to provide student information as per KSWA format.

11. The promotion & Marketing of the program will be carried out by the ATCC the incidental costs incurred therein for the tenure of the greements shall be borne by the ATCC All Program costs including expenses incurred for need assessment, mobilization, fee collection follow up, training costs, batch implementation, post course evaluation, community program implementations, placement services, monthly reporting, working out means of sustainability, shall be borne by ATCC.
12. The ATCC shall give to YP / KSWA minimum 15 days prior notice to any changes made in the location.

IPR (Copy Rights) & Course Conduction

- The ATCC shall conduct the courses/programs with strict adherence to the guidelines in the course handbook including the material recommendation, course syllabus and duration, teaching methodology etc. The ATCC has no right to modify the course contents.
- The course handbooks, teaching aids to be an exclusive property of KSWA. The applicant shall protect the confidentiality of documents. The documents will have been handed back upon expiry/termination of the agreement.
- The ATCC shall appoint course instructors/examiners as per guidelines of KSWA. KSWA retains rights to conduct independent assessment on quality and integrity of instructors/examiners and recommend appropriate action, if any.
- The ATCC shall maintain all records relating to course administration and examinations, in regular manner, as prescribed by KSWA.
- The ATCC shall permit YP / KSWA to carry out evaluations of all the components prescribed (practical/written examination and others), provide facilities and infrastructure for conducting examination and YP shall submit the results to ATCC as per the norms as pre-decided followed by certification, after receiving the all payments as agreed for the Examination & Certificates.

The Key Deliverables by KSWA

1. Partnership Kit
 - 1) ATCC authorization certificate
 - 2) Student Sample Certificate
 - 3) Student Application form – Soft Copy
 - 4) YP banner for putting outside the center
 - 5) ATCC Course List
2. One day induction training
3. Placement Guidance process – Through Kamai.org
4. Download of YuvaKaushal App.

EXIT & TERMINATION

This agreement has been facilitated for the benefit to the society at large; both YP and the ATCC applicant will take adequate care and every precaution to ensure continuity of the agreement as per the term of one year. In the extreme case, this agreement may be terminated after three months by either YP or ATCC applicant, subject to one-month notice in writing to each other. KSWA will own the right to withdraw its support from the ATCC if the agreement is terminated before term lapses.


1. Both ATCC Applicant and YP / KSWA hereto acknowledge and agree that this Agreement is entered into at Mumbai and shall be governed by the laws of India, and Courts in Mumbai alone will have jurisdiction.
2. In the event of any dispute over the terms and conditions or enforcement of this agreement the said dispute shall be submitted to final, binding and non-Partnerable and/or non-challengeable arbitration under the rules and regulations of the Arbitration Act, 1996 to the Sole Arbitrator Advocate at the Honourable Bombay high court and in case he is unable to take up the said Arbitration, the venue for all such proceedings shall be Mumbai.




3. All notices shall be in writing and shall be served by mail correspondence, by facsimile transmission, but certainly at least one soft copy and one hard copy, in each case with all charges prepaid. Notices shall be deemed effective when mailed, or sent by facsimile transmission, all charges prepaid, except for notices of a change of address, which shall be effective only when received by the party notified. Until further notice, the addresses of the parties shall be as set forth herein.
4. The ATCC shall commence its operations not later than (45) Forty Five Days post signing this MOU, (Commencement here is defined as the registration of the admissions of the students or commencing the training of the courses and declaring itself by displaying the YP-ATCC board) any deviation or delay in making the ATCC operational from the scheduled and approved date the ATCC applicant shall intimate and seek permission in writing from YP.
5. This registration is valid only for one location.
6. Separate registrations to be done for additional / extension ATCC locations, even for same organization.

I have read understood all the above stated herein and agree by affixing my signature here below in the presence of the YP representative.

ATCC Applicant:
For ATCC




Authorized Signatory
I/C PRINCIPAL
NIRMALA MEMORIAL FOUNDATION
COLLEGE OF COMMERCE & SCIENCE
KANDIVALI (EAST), MUMBAI - 400 101.




Organization Stamp:

In the Presence of YP Representative –
~~Deepali Singh~~ Deepshana Ghadiwale
For YP (KSWA)

Authorized Signatory



Milind Chitre
Chief Executive Officer



Organization Stamp:

Note: For any queries – Get in touch at partnership.intouch @ ywparivartan.org

Payment Receipt

Date:

Received with thanks from Nirmala memorial foundation college of com & science

The sum of Rupees Six Thousand only

By Cheque/Cash/DD/Online transfer, payment against _____

Rs. 6,000/-

Customer Signature



I/C PRINCIPAL

NIRMALA MEMORIAL FOUNDATION
COLLEGE OF COMMERCE & SCIENCE
KANDIVALI (EAST), MUMBAI - 400 101.

Receiver Signature

