

AGREEMENT

BETWEEN

**DISTRICT SKILL DEVELOPMENT, EMPLOYMENT AND
ENTREPRENEURSHIP GUIDANCE CENTRE, KOLHAPUR**

AND

**D. Y. PATIL SCHOOL OF HOSPITALITY, KOLHAPUR
(A constituent unit of D Y Patil Education Society (Deemed to be University))**

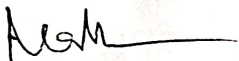
FOR ESTABLISHING

ACHARYA CHANAKYA KAUSHALYA VIKASKENDRA (ACKVK)

(आचार्य चाणक्य कौशल्य विकास केंद्र)

UNDER

PRAMOD MAHAJAN KAUSHALYA AND UDYOJAKATA VIKAS ABHIYAN


**Assistant Commissioner,
Skill Development, Employment &
Entrepreneurship Guidance Center
Kolhapur**


**PRINCIPAL
D Y Patil School of Hospitality
Kolhapur - 416 003.**



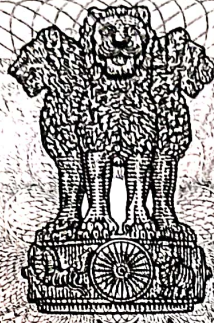
भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE
HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA
INDIAN NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2024

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स्ताचा प्रकार/ अनुच्छेद क्र. M.O.U. दस्त नावना करणार आहेत का (-होय/ नाही)

संदर्भात असल्यास द्यायम निबंधक कार्यालयाचे नाव

अहमदनगर जिल्हा

मार्फत स्विकारलेल्या रकमेचे

मुद्रांक विक्रीपेक्षाग्याचे नाव

इसत्या पक्षकर्त्याचे नाव

हस्त असल्यास त्याचे नाव व पता

मुद्रांक शुल्क रक्कम रुपये 900/-

मुद्रांक विक्री वॉच वही अनुक्रमांक 0438 दिनांक

7 AUG 2024

मुद्रांक विक्रीपेक्षाग्याचा महा



29 JUL 2024

STAMP HEAD CLERK
TREASURY OFFICE
KOLHAPUR (M.S.)

काड नंबर - २९०१०४९

सुरेश बा. वाडकर

मुद्रांक विक्रेता

.७०/अ, क।। यवज, कोल्हापूर.

महाना क्र १९९९/२०००/४

AGREEMENT

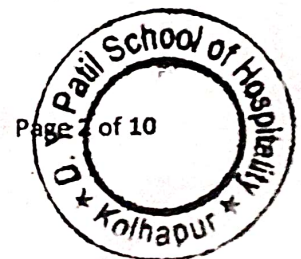
This Agreement has been made and agreed between the Parties mentioned below, signed on the 8th day of August, 2024 (the "Effective Date")

BETWEEN

District Skill Development, Employment and Entrepreneurship Guidance Centre, functioning under Skills, Employment, Entrepreneurship and Innovation Department, Government of Maharashtra and having its office District Skill Development, Employment and Entrepreneurship Guidance Centre, C Building, Govt. Quarters, Vichare Mal, Kolhapur Maharashtra, (hereinafter referred to as "DSDE&EGC") which expression shall, unless

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repugnant to the context or meaning thereof, includes its successors in office and permitted assigns of the FIRST PART.

AND

D. Y. Patil School of Hospitality, Kolhapur

**(a constituent unit of D Y Patil Education Society (Deemed to be University))
Kolhapur**

(hereinafter referred to as "Acharya Chanakya Kaushalya Vikas Kendra – Training Partner" or "ACKVK-TP", having its office at 2126, E Ward, Near MSEB Office, Tarabai Park, Kolhapur 416003, which expression shall, unless repugnant to the context or meaning thereof, includes its successors, executors and administrators of the SECOND PART.

Hereinafter, **DSDE&EGC and the ACKVK-TP** shall individually be referred to as the "Party" and shall collectively be referred to as the "Parties" wherever the context requires.

WHEREAS:

1. Definitions

"Applicable Law" shall mean all statutes, enactments and Acts of legislature, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives, treaties and orders of any authority which has or may have jurisdiction in respect of the subject matter herein (as may be amended from time to time).

"Training Program" means the training provided to candidates registered on Mahaswayam portal for the purpose of meeting the skill gap in the State of Maharashtra under ACKVK initiative.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS HEREIN CONTAINED, TERMS AND CONDITIONS HEREINAFTER SET FORTH, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

2. Scope of Work

2.1. Establishing Acharya Chanakya Kaushalya Vikas Kendra (ACKVK)

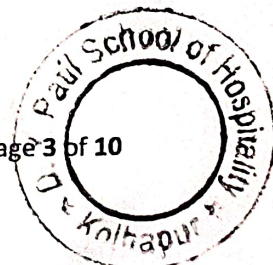
- The ACKVK-TP shall establish a Training Centre in the college for establishing Acharya Chanakya Kaushalya Vikas Kendra.
- The Acharya Chanakya Kaushalya Vikas Kendra – Training Centre (ACKVK-TC) should be fully accredited on Skill India Portal (SIP) and empanelled on MSSDS Portal.
- ACKVK-TP and DSDE&EGC shall jointly complete the process of on boarding of Training Centres on MSSDS Portal.
- Setting up virtual classrooms in the allocated locations.

2.2. Mobilization of Candidates:

- The ACKVK-TP shall ensure that they undertake appropriate initiatives to mobilize candidates. Training Partner shall make a plan for candidates 'mobilization with support of DSDE&EGC.
- ACKVK-TP shall conduct counseling of candidates prior and after commencement of Training Program. ACKVK-TP shall make every possible effort to mobilize needy and appropriate candidates.


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- c. Complete registration of the mobilized candidates on AEBAS& MSSDS Portal.

2.3. Courses and Training:

- a. ACKVK-TP shall plan the Training Program and ensure completion of entire training Program as per terms and conditions of this Agreement and Scheme Guidelines. ACKVK-TP /TC shall be responsible for the quality of Training Program as per applicable Scheme Guidelines.
- b. The courses are National Skills Qualifications Framework (NSQF) aligned and as per, Qualification Packs (QPs).
- c. Initiate Training Program as per allocated target immediately after approval of batches on MSSDS Portal.
- d. Capture daily attendance of candidates and Trainer on <https://central.mahaswayam.ac.in> (AEBAS Portal). ACKVK-TP will create training batches on MSSDS Portal.

2.4. Assessment and Certification of candidates:

- a. SSC/ MSBSVET will be responsible for assessment and certification of eligible candidates, as agreed by both Parties.
- b. MSSDS shall pay the assessment fees to the Assessment Agency as per the MSDE guidelines /Common Cost Norms as amended from time to time.
- c. Assessment Agency shall submit the assessment reports to MSSDS as per Scheme Guidelines.

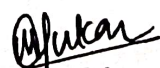
2.5. On-The-Job Training /Placements of Candidates:

- a. The objective of this Training Program is to make the youth employable. Aligned with PMKVY 4.0, On-The-Job Training (OJT) is mandated by NCVET and an important component under PMKVY Short Term Training (STT). In case OJT duration in selected job role/s is not defined, then guidelines issued by MSDE & NSDC from time to time will be applicable.
- b. ACKVK-TP shall verify and ensure that the Training Centers maintain the OJT roaster and submit scanned copy of the OJT roaster to MSSDS. ACKVK-TP shall conduct IT-based tracking of On-The-Job Training Program and placement of all candidates up to 1 year from the date of certification as per PMKVY 4.0 guidelines.

2.6. Management Information System:

- a. MSSDS shall provide access to Mahaswayam portal for Data management and information management. ACKVK-TP shall upload all records of Training Program on Mahaswayam portal.
- b. ACKVK-TP shall appoint/provide requisite manpower for smooth conduct of the Training Program.
- c. ACKVK-TP shall deploy mechanism which will administer the Training Program and will report to MSSDS.
- d. ACKVK-TP shall maintain all records, track candidates after completion of the Training Program and ensure to conduct all possible activities for handholding the trainees at least for a period of 1 year post placement. ACKVK-TP shall designate single point of contact (SPoC) for the Training Program.


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2.7. Other Covenants

- a. ACKVK-TP and candidates in such Training Program shall in no way be termed and taken as employer-employees relationship. The candidates being trained are beneficiaries.
- b. ACKVK-TP shall comply with all rules and regulations of MSSDS/DSDE&EGC. The Training Program's progress will be assessed and reviewed as and when decided by MSSDS.
- c. ACKVK-TP shall submit the progress report of the Training Program on the 5th day of every month to the MSSDS/DSDE&EGC.
- d. MSSDS/DSDE&EGC shall arrange for visits to the Training Centers for inspection/supervision in best possible manner and the suggestions made by MSSDS/DSDE&EGC shall be followed scrupulously by ACKVK-TP.

3. Term and Termination

- Agreement will commence on the Effective Date and valid for a period of three (3) years. The Parties may mutually agree to renew the Agreement wholly or partially in writing. However, the ACKVK-TP recognizes that time shall be essence of this Agreement and shall render its services accordingly. The training targets and batches for each successive year shall be done on the basis of satisfactory performance review at the end of each year.
- Each Party may terminate this Agreement for breach of any terms and conditions of this Agreement by giving 30 (thirty) days prior written notice of its intent to terminate this Agreement to the other Party, except that each Party will be obligated to perform its outstanding obligations hereunder up to the date of termination.
- The ACKVK-TP shall commence the Training Program process within 45 days of the signing of this Agreement. Failure to do so will result in the immediate termination of this Agreement without prior notice.
- Confidentiality and Indemnity shall survive for 1 year after termination or completion of this Agreement.

4. Roles And Responsibilities

4.1. Roles And Responsibilities of MSSDS

- a) MSSDS shall act as an implementing and monitoring agency and having full control over the ACKVK scheme component.
- b) MSSDS shall advertise, if needed, for mobilization of candidates for training under the scheme.
- c) MSSDS shall facilitate generation of Training Batch Number (TBN).
- d) MSSDS shall monitor and evaluate the performance of the College.
- e) MSSDS shall monitor & review trainings.
- f) Extending support to ACKVK-TP/TC in promotion of the program through district administration, media and social media.
- g) To review the progress of the Project.

4.2. Roles and Responsibilities of District Skill Development, Employment and Entrepreneurship Guidance Centre

- a) Extending support to TP in organizing Mobilization camps through District Skill Committee (DSC).


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- b) DSDE&EGC will issue the work order to the ACKVK-TP depending upon the progress and performance of ongoing training batches.
- c) DSDE&EGC will issue training target of up to 150 candidates for the first year on the basis of implementation plan submitted by the selected ACKVK-TP.
- d) TP shall inform regarding the schedule of training & other details to DSC & Asst. Commissioner, District Skill Development Employment & Entrepreneurship Guidance Centre of respective District in which target is allotted.
- e) DSDE&EGC shall change the batch phase of Training Batch from 'yet to start' to 'ready to start' post verification of details.
- f) DSDE&EGC shall monitor and evaluate the performance of the ACKVK-TP/TC.
- g) DSDE&EGC shall conduct surprise monitoring visits to the ACKVK-TP/TC & review trainings.
- h) Extending support to ACKVK-TP/TC in promotion of the program through district administration, media and social media.
- i) To review the progress of the Project and report to MSSDS.

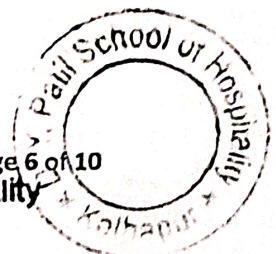
4.3. Roles and Responsibilities of ACKVK-TP and ACKVK-TC

- a) ACKVK-TP/TC shall agree to the norms of batch size, terms and conditions of payment as per scheme guidelines issued from time to time.
- b) ACKVK-TP/TC shall issue admission notice, from time to time for the courses that are offered and may also circulate publicity materials such as pamphlets, brochures, etc. in order to create awareness about courses, facilities, etc.
- c) ACKVK-TP/TC shall mobilize candidates who are eligible for getting trained in a specific job role for which approval has been granted by MSSDS.
- d) ACKVK-TP/TC shall register and enroll candidate on Mahaswayam portal by providing all mandatory information.
- e) ACKVK-TP/TC shall coordinate with the Assessor and Assessing body and ensure that assessment is carried out on the scheduled date for all candidates who appeared for training and are eligible for assessment.
- f) ACKVK-TP/TC shall comply with all the processes required to maintain information on the SIP & MSSDS portal and shall provide necessary IT infrastructure and manpower for the same.
- g) ACKVK-TP/TC shall maintain attendance of all candidates under training and trainers on MSSDS attendance system from start to end of training.
- h) ACKVK-TP/TC shall allow authorized officers of MSSDS / DSDE&EGC to inspect the training infrastructure available in its premises for job roles for ongoing training.
- i) ACKVK-TP/TC shall abide by all the instructions issued by MSSDS / DSDE&EGC from time to time.
- j) To provide documents of candidates to MSSDS as per requirement of scheme guidelines.
- k) To associate with respective Sector Skill Council (SSC) and National Skill Development Corporation (NSDC).
- l) To arrange tools & equipment for training.
- m) To conduct training as per norms and scheme guidelines.
- n) Mobilization and counseling of trainees.
- o) Documentation and record keeping of the candidate details.

[Signature]
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- p) To conduct training of the selected candidates.
- q) ACKVK-TP/TC shall facilitate the process of distribution of the certificates to the candidates within the time limit as per scheme guidelines.
- r) ACKVK-TP/TC shall solely and exclusively responsible for all acts and omissions of its staff and any persons, associations, institutions engaged by it whether or not in the course of implementing the training program and for the health, safety and security of such persons or entities and their property.

5. Target & Project Cost

Number of candidates, sectors, courses, duration of Training Program, assessment cost, cost per candidate, total project cost and target allocation, etc. will be as per the Work Order issued by DSDE&EGC and Common Cost Norms or guidelines of Government of Maharashtra as may amended from time to time.

6. Payment Terms

MSSDS shall make payment to ACKVK-TP for conducting Training Program as per the payment terms mentioned in the common cost norms and relevant scheme guidelines as may be amend from time to time. The current payment terms will be as per the cost norms as per prevailing PMKUVA/ PMKVY4.0 guidelines:

Milestone	PMKUVA (Proposed, subject to change as per final approval by HPC)
1	30% - On commencement of training
2	30% - On completion of 50 % training and proportionate to number of candidates achieving 70% AEBAS attendance of the 50 % training days.
3	40% - On Certification (passed candidates only).
4	Payment against the candidates passed in the reassessment. Any excess payment paid to be recovered in this milestone, if applicable.

- a) Non-adherence to PMKUVA and ACKVK Scheme guideline will be liable for penal action as per Penalty Matrix
- b) MSSDS agrees to release payment upon completion of following activities and as per the scheme guidelines:
- Satisfactory performance of each milestone by ACKVK-TP
 - Timely creation of invoices on MSSDS portal on compliance and completion of milestone.
 - Milestone wise payment will be released as per compliance of scheme guidelines and availability of funds under the scheme.

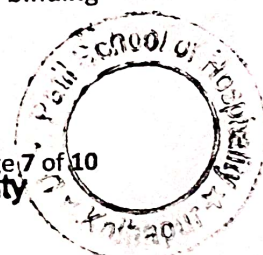
7. Confidentiality

DSDE&EGC and ACKVK-TP agree to hold in confidence all information/data designated as confidential, which is obtained/disclosed from the disclosing Party and will not disclose the same to any third party without written consent of the other Party. The confidentiality obligations of both Parties contained in this clause shall remain binding


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on them during the term and for a period of one (1) year after completion or termination of this Agreement, regardless of the cause of such termination.

8. No Assignment

Neither of the Party to this Agreement will assign the Agreement to any third party without prior written consent of other Party.

9. Dispute Resolution

Any disputes arising out of or relating to this Agreement shall be referred to Sole Arbitrator appointed with the mutual consent of the Parties to the Agreement in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The venue of arbitration shall be **Kolhapur District, Maharashtra, India.**

10. Governing Law and Jurisdiction

This Agreement is to be construed, performed and enforced in accordance with the laws of India with exclusive jurisdiction of the **Kolhapur District, Maharashtra, India.**

11. Relationship

Nothing in this Agreement shall be construed to make either Party a partner; an agent or legal representative of the other for any purpose.

12. Intellectual Property Rights

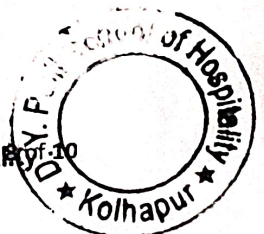
Each Party shall retain exclusive interest in and ownership of its Intellectual Property developed before this Agreement or developed outside the scope of this Agreement. Both Parties agree to take prior permission of the other Party in writing before use of the Intellectual Property Rights of the other Party. Both Parties agree to immediately return all data including documents, information, reports and summaries whether written or oral, in electronic or hard copies, provided by one Party to the other Party after completion or termination of the Agreement.

13. Miscellaneous

- a) It is agreed between the Parties that this Agreement entered into between them is strictly on a principal-to-principal basis. Under no circumstance DSDE&EGC shall be deemed to have instructed, communicated or corresponded with any of the Second Party's employees concerning this Agreement. No relationship of employer and employee is created between DSDE&EGC and Second Party and / or any personnel engaged by Second Party. Second Party's employees deputed to perform / handle any activity under this Agreement shall not be eligible for any DSDE&EGC employee benefits.
- b) This Agreement shall be governed by the laws of India and subject to the exclusive jurisdiction of courts at **Kolhapur District.**
- c) Validity of the agreement will be **3 Years from the date of signing the agreement.** However, training targets and batches for each successive year shall be done on the basis of satisfactory performance review at the end of each year. Training of minimum one job-role is to be imparted in each Acharya Chanakya Kaushalya Vikas Kendra.


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- d) Notices: Any notice, advice, election, request, order, demand, offer or other communication required or permitted to be given under this Agreement shall be in writing and in English and shall be effective when delivered. Until otherwise specified by notice in writing, the addresses for any notice shall be:

If to DSDE&EGC:

Designation : Assistant Commissioner Kolhapur
Address : District Skill Development, Employment and Entrepreneurship Guidance Centre, C Building, Govt. Quarters, Vichare Mal, Kolhapur
Email : kolhapurrojgar@gmail.com

If to ACKVK-TP:

D Y Patil School of Hospitality, Kolhapur
(a constitute unit of D Y Patil Education Society (Deemed to be University) Kolhapur
Designation : Principal
Address : 2126, E Ward, Near MSEB Office, Tarabai Park, Kolhapur 416003
Email : hospitality@dypgroup.org

e) Force Majeure:

No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with, due to circumstances beyond the reasonable control of such Party, including but not limited to, Government legislations, fires, storms, floods, explosions, epidemics, earthquakes, pandemics, accidents, acts of God, any other natural calamities, wars, riots, strikes, lockouts or other concerted acts of workmen, acts of Government. The Party claiming an event of force majeure shall promptly notify the other Party in writing and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the event and also keep the other Party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance and the Parties shall resume performance as soon as such cause is removed.

f) Indemnity:

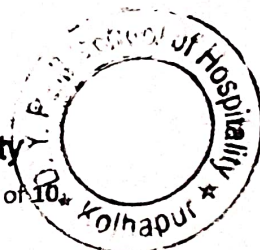
Defaulting Party hereby expressly agree to indemnify and keep indemnified other Party at all times and make good any loss, damage, suffered or incurred due to any willful act by the staff/employee/personnel/representative of the other party, in the performance of their duties and obligations. Defaulting Party further agree to indemnify and keep indemnified other from and against any loss, damage or liability arising as a result of any act of omission or commission or in respect of non-observance of any statutory requirement with respect to this Agreement.

g) Further Assurances:

Either Party, at any time upon request of the other, shall execute or arrange for the closing or execution of any necessary act, document or thing as the requesting Party may reasonably deem necessary in order to fully perform and carry out the terms of this Agreement.


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h) Amendments:

No Party shall be bound by any modification or amendment of this Agreement unless such modification or amendment is set forth in a written instrument signed by all the Parties.

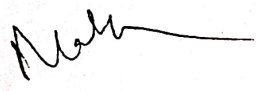
i) Waiver:

Except as otherwise provided in this Agreement, failure on the part of either Party to exercise any right hereunder or to insist upon strict compliance by the other Party with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such right, term, covenant or condition.

j) Entire Agreement:

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof as of the date hereof and supersedes all prior oral and written discussions and understandings between them with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers, as of the date first above written.

 Assistant Commissioner, Skill Development, Employment & Entrepreneurship Guidance Center District Skill Development, Employment and Entrepreneurship Guidance Centre, Kolhapur.	 (Mr. Rudheer S. Bardeskar) Principal, D Y Patil School of Hospitality, Kolhapur. PRINCIPAL D Y Patil School of Hospitality Kolhapur - 416 003.
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