

**MEMORANDUM OF UNDERTAKING (MoU)**

BETWEEN

**Atria Power Corporation Pvt. Ltd.**

AND

**Gossner College Ranchi, Jharkhand**

To Execute the EXCEL-Project :

**Employability Excellence with College Education & Learning (EXCEL)**

Memorandum of Understanding (hereinafter called as the 'MoU') is entered into this 16/Sep/2023 day of by and between.

**Atria Power Corporation Pvt. Ltd.**

1st Floor, #11, Commissariat Road,

Bangalore 560025

And

**Gossner College Ranchi, Jharkhand**

Club Road, Niral Enem Horo Marg, Kanka,

Ranchi, Jharkhand 834001

**About the Employability Excellence with College Education & Learning (EXCEL):**

- The program is designed for 10+2 passed out college students across the state of Jharkhand, to be run in the college campus itself by setting up classrooms and labs.
- Program runs in Colleges, in parallel with on-going traditional education programs, offering skilling as a career option to the youth.
- The program is structured to impart Life skills and Soft skills such as English Communication, Computer skills, in addition to the regular Domain specific skills acquired through class room and practical training, thereby increasing the employability of youth in the Industry.
- The program is open to 10+2 passed out candidates, who are now part of university education, erstwhile passed out students and non-college going students from community.
- The Government aims to train 51,000 students in 100 Colleges of 5 State Universities in 4 years.
- This program is driven through few selected TSPs, who have been chosen through an RFP floated by JSDMS. These TSPs identify colleges from various Universities in the State, and thereafter a

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tripartite agreement is signed between JSDMS, TSP and the College, which clearly demarcates the expectations of each partner.

- The program is open for Government, Constituent as well as Private Colleges in the State.
- The Parties herein intent to cooperate and focus their efforts on cooperation within the areas of skill training to Beneficiaries thereby raising employability and standard of livelihoods of the Beneficiaries.

The Parties, therefore, agreed to enter into this MoU on the terms and conditions which are as follows:

NOW THEREFOR, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

#### **CLAUSES 1: CO-OPERATION**

- 1.1 Both Parties has agreed to collaborate for the common interests and objectives, and they shall established co-operation to achieve their common objectives.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of their resources and intellectual capabilities.
- 1.3 The Parties shall co-operate with each other to undertake and execute the Scope of this MoU as detailed in Clauses 2.

#### **CLAUSES 2: SCOPE OF THE MOU**

- 2.1 The beneficiaries sourced by the Second Party would be enrolled for skill training by the First Party after the screening process only.
- 2.2 The First Party will provide job opportunities to beneficiaries in Jharkhand as well as other part of India. Hence, relocation will be a major part to get job opportunities.
- 2.3 All identified trainees must have 70% attendance in skill training to be eligible for any interview/assessment/certification.
- 2.4 The First Party will provide the curriculum and resource persons to execute the training in collaboration with the Second Party.
- 2.5 The First Party and the Second Party shall add such further activities in the Scope of the MoU as may be mutually agreed between them to effective execution of their collaboration under this MoU.
- 2.6 The second party will provide the required premises to the first party to set up the labs & other facilities in the given area as per the terms & conditions of JSDMS.
- 2.7 The second party will take responsibility for Mobilization and campus placement support to the first party in the MoU period.

### **CLAUSES 3: VALIDITY**

3.1 This agreement will be valid until it is expressly terminated by either Party or mutually agreed terms, during with period, the second part.

### **CLAUSES 4: CONFIDENTILITY**

4.1 First Party agrees to keep details of beneficiary identity by the Second Party and other inputs relating to the second party, its trade, activities and/or associates, which the Second Party shares with the first party as confidential ["Confidential Information "]. The first party or anyone acting through First party shall not disclose any Confidential Information to any third party without ant written consent of the Second Party.

4.2 All Confidential Information furnished by the Second Party will always remain the exclusive property of Second Party and all details shall be returned and/or destroyed by the First Party promptly of Second Party. The First Party understands that just disclosure of such Confidential Information by Second Party to First Party does not confer any license, interest or right upon First Party to keep the Confidential Information for its benefit.

4.3 The First Party shall keep the Second Party indemnified for any breach of above covenants.

### **CLAUSES 6: RELATIONSHIP BETWEEN THE PARTIES**

6.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.

### **CLAUSES 7: OTHER TERMS AND CONDITIONS**

7.1 The First Party shall ensure that its trainer/teachers shall sign a declaration [in prescribed format] that they will follow all protocols, guidelines and policies [including Covid protection policy and children protection policy] as the Second Party may prescribed, from time to time, while providing requisite training/digital literacy to the beneficiaries by Second Party.

7.2 The First Party undertakes to indemnify and keep the Second Party for and against breach of any obligation herein by the First Party and/or anyone acting through First Party.

7.3 The Parties herein shall collaborate and do all acts, deeds and things to get best output to achieve their common objective and interest agreed herein.

7.4 Any term of this MOU may be amended only by the written consent of both the Parties.

7.5 This MOU shall govern by law of India and the Court at Bangalore shall have exclusive jurisdiction to entertain all dispute between the Parties herein.

**CLAUSES 8: FINANCIAL TERMS AND CONDITIONS**

8.1 The Second party will raise the invoice as per the allotment of the JSDMS work order and it has to be handed over to the second party for the official submission.

8.2 The First Party will take responsibility for JSDMS's official follow-up related to the invoices and any other requirements.

**First Party**

Atria Power Corporation Pvt. Ltd.

Mr. S. Vamsi Krishna

Regional Manager

  


Witness 1:



Witness 2:



**Second Party**

Gossner College Ranchi, Jharkhand

Prof. Eliani Purty, Prof. Incharge



Witness 1:



Witness 2:

