



उत्तर प्रदेश UTTAR PRADESH

MEMORANDUM OF UNDERSTANDING

FF 323287

This Memorandum of Understanding ("MOU") is made on <sup>13 Feb 2020</sup> ....., 2019 between: **NSIC-Technical Services Centre (Aligarh)-202001 (herein after referred as NSIC-TSC, Aligarh)**, one of the technical centers of National Small Industries Corporation, a Government of India Enterprise under the Ministry of MSME, having its registered office at NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020, which expression, unless repugnant to the context, shall mean and include its successors, assigns and authorized representative of the First Part.

AND

**"GLA UNIVERSITY"** which is UGC **approved** (Undre section 2(f) and section of 3 of the UGC Act, 1956) having its campus at 17km mile stone Ajhai NH-2 Mathura acting through its authorized signatory, **A.K. Singh, Registrar, GLA UNIVERSITY** which expression, unless its repugnant to the context shall mean and include its successors and permitted assigns of the Second Part.

Both shall hereinafter be collectively referred to as **"the Parties"** and individually be referred to as **"the Party"**.

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Ashok Kumar Singh  
Registrar  
GLA University, Mathura (U.P.)

*Singh*  
The National Small Industries Corp. Ltd.  
A Govt. of India Enterprises)  
Technical Services Centre  
A-1, Industrial Estate, Aligarh (U.P.)

## **ARTICLE 1**

### **PURPOSE**

- a) NSIC-TSC, Aligarh, is one of the Technical Centres of NSIC, engaged in imparting industry centric, demand oriented training for skill / entrepreneurship development to address the demand of skilled manpower in the industry.
- b) GLA University is an academic Institution providing steady source of talent to the nation by offering technical education in different areas.
- c) The Parties are desirous to work together for imparting skill through training program(s) to the students engaged with GLA UNIVERSITY in the campus of **NSIC-TSC, Aligarh**, with an aim to address the skill requirements by the industry.

## **ARTICLE 2**

### **AREAS OF COLLABORATION**

- a) The Parties shall finalize jointly the details of training program(s) including their curriculum and training delivery plan for each of the training program(s) with an objective to impart training to the students engaged with.
- b) The training to the students of GLA UNIVERSITY shall be imparted in the campus of NSIC-TSC, Aligarh and GLA UNIVERSITY University shall pay the training fees including applicable taxes to NSIC-TSC, Aligarh for the intrested students.

## **ARTICLE 3**

### **ROLES AND RESPONSIBILITIES OF THE UNIVERSITY**

1. GLA UNIVERSITY shall place their request to NSIC-TSC, Aligarh, to provide the details of training programs with topics covered in each training program running in the campus of NSIC-TSC, Aligarh.
2. GLA UNIVERSITY shall examine the details of training programs provided by NSIC-TSC, Aligarh and share the said details of training programs along with the topics covered in individual training program, training fees etc. with their students.
3. In case the students of GLA UNIVERSITY desires to opt for the training on customized training courses covering different topics other than the topics covered under regular training course, GLA UNIVERSITY shall

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inform to NSIC-TSC, Aligarh with the details of requirement of students with a request for the submission of details along with confirmation.

4. After the receipt of consent from NSIC-TSC, Aligarh, for imparting training on regular/ customized training program, GLA UNIVERSITY shall facilitate their students through counseling to select the training courses from the details of training courses provided by NSIC-TSC, Aligarh.
5. GLA UNIVERSITY shall prepare the list of students' vis-à-vis their consent for training course, topics to be covered in individual training program, schedule of training program & training fees including applicable taxes and submit to NSIC-TSC, Aligarh for their onward planning.
6. GLA UNIVERSITY further advise their students to report in the campus of NSIC-TSC, Aligarh on the day of training, as per the schedule of training informed by NSIC-TSC, Aligarh.
7. GLA UNIVERSITY shall advise the students to report at NSIC-TSC, Aligarh prior to the commencement of training course.
8. GLA UNIVERSITY shall clearly inform their students about the training programs conducted by NSIC-TSC, Aligarh is non-residential.

#### **ARTICLE 4**

#### **ROLES AND RESPONSIBILITIES OF NSIC-TSC, ALIGARH**

1. NSIC-TSC, Aligarh shall provide the list of ongoing training programs in the campus of NSIC-TSC, Aligarh with the topics to be covered in each training program, duration of training course, fees with applicable taxes, schedule etc. to GLA UNIVERSITY.
2. In case GLA UNIVERSITY desires tailor made training programs to be conducted by NSIC-TSC, Aligarh, the details of topics is to be covered in customized training shall be forwarded to NSIC-TSC, Aligarh for their confirmation.
3. NSIC-TSC, Aligarh shall confirm with their consent to carry out the selected regular/ customized training programs to GLA UNIVERSITY after accessing the inputs availability at NSIC-TSC, Aligarh.
4. After the receipt of details from GLA UNIVERSITY like number of

students with their consent on the specific training course(s), topics to be covered, duration of training course and fees to NSIC-TSC, Aligarh shall submit their confirmation to execute the training to the students selected/referred by GLA UNIVERSITY.

5. NSIC-TSC, Aligarh shall ensure the resources to be in place prior to the schedule of training for imparting training on the specific training courses those selected by students by GLA UNIVERSITY.
6. NSIC-TSC, Aligarh shall collect fees with requisite taxes in advance or latest by first day of commencement of training program along with applicable taxes from GLA UNIVERSITY The fees collected once shall not be refunded/adjusted for any reason.
7. NSIC-TSC, Aligarh shall share the training plan (day to day lesson plan) to the students of GLA UNIVERSITY on the first day of their joining the training course.
8. NSIC-TSC, Aligarh shall carryout the assessment of students & issue certificate to the successful trainees.
9. NSIC-TSC, Aligarh shall allow GLA UNIVERSITY officials to visit the area where the training courses for the students of GLA UNIVERSITY will be conducted.
10. NSIC-TSC, Aligarh shall place the record of successful trainees with the placement cell of GLA UNIVERSITY to facilitate the trainees for job placement.
11. NSIC-TSC, Aligarh shall only be responsible to monitor the trainees during their presence in its premises. In case of any indiscipline/continued absenteeism, the same shall be reported to GLA UNIVERSITY for their onward action.

**ARTICLE 5**  
**AMENDMENT**

1. Either Party may request in writing, an amendment of all or any part of this Memorandum of Understanding. Any amendment to this Memorandum of Understanding agreed by the Parties will be in writing and signed by the Parties and will form part of this Memorandum of Understanding.

2. Such amendment will come into operation on such date as may be mutually determined by the Parties.

**ARTICLE 6**  
**ARRANGEMENTS WITH OTHER PARTIES**

1. This Memorandum of Understanding does not preclude either Party from entering into any similar arrangement with any other party.
2. Nothing contained herein is to be construed so as to constitute joint venture partnership or form a business organization of any kind between the parties or so as to constitute either party as the agent of the other.
3. Not with standing anything contained in the Memorandum of Understanding, where the implementation of this Memorandum of Understanding affects any party's rights and interests with respect to its national and public interest or public order, protection of intellectual property rights and confidentiality and secrecy of documents, information and data, that party may undertake appropriate steps or consultation to insure that its rights and interests are protected and safeguarded.

**ARTICLE 7**  
**CONFIDENTIALITY**

1. Each Party undertakes to observe the confidentiality and secrecy of documents, information and other data received from or supplied to the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. Both Parties have decided that the provisions of this Article will continue to be binding among the Parties, Participants notwithstanding the termination of this Memorandum of Understanding.

**ARTICLE 8**  
**NOTICE**

1. During the tenure of MOU, GLA UNIVERSITY and NSIC-TSC, Aligarh hereto, may terminate the MOU, either for breach of the terms and conditions of the MOU or otherwise by giving 30 days advance written

notice to the other party provided that terminations shall not affect the completion of ongoing training course.

2. Any notice, approval, consent, request or other communication required or permitted to be given or made under this Memorandum of Understanding will be in writing in the English language and will be served or delivered to the office address of individual party as placed in this MOU.

#### **ARTICLE 9** **LEGAL EFFECT**

1. This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create any legal binding or enforceable obligations.
2. This MOU shall not constitute the appointment of either party as the legal representative of agent of the other party. No party to this MOU shall have any right or authority to create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other party to this MOU and except as specifically and expressly provided in this MOU.

#### **ARTICLE 10** **COORDINATING OFFICER**

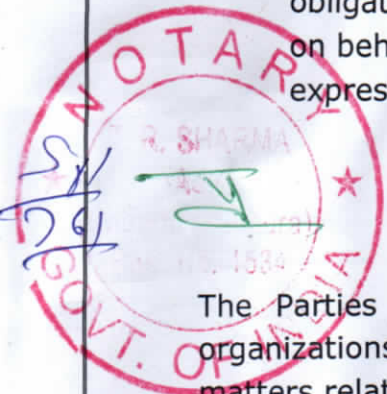
The Parties will appoint a coordinating officer within their respective organizations, who will be responsible for follow up and coordination of the matters relating to this Memorandum of Understanding.

#### **ARTICLE 11** **USE OF LOGO**

No party shall have the right to use the name or logo of another party without the prior approval of that party in writing.

#### **ARTICLE 12** **DISPUTE RESOLUTION & CONFIDENTIALITY**

Any dispute to be resolved amicably by the executants of the MoU, otherwise, the dispute to be referred to an 'Arbitrator' under the Arbitration and Conciliation Act, 1996, as amended by Arbitration and Conciliation (Amendment Act) 2015. The Arbitrator will be appointed with the consent of



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both the parties. The decision of the 'Arbitrator' will be final and binding on both the parties.

**ARTICLE 13**  
**FORCE MAJEURE**

Neither party shall be made responsible for an unexpected or uncontrollable event.

**ARTICLE 14**  
**DURATION**

The MoU shall be effective from the date of signing and it shall remain in effect for a period of one year. It may be renewed thereafter by mutual written consent.

The parties herein have agreed and signed this document on this MOU as under as per above clauses.



मधुला दीक्षित

( Singh )

(T.S. Rajput.)  
DGM (Centre Head)  
For and on behalf of  
NSIC- Technical Services Center,  
Aligarh

(Registrar)  
For and on behalf of  
GLA University, Mathura

The National Small Industries Corp. Ltd.  
A Govt. of India Enterprises)  
Technical Services Centre  
At, Industrial Estate, Aligarh (U.P.)

Ashok Kumar Singh  
Registrar  
GLA University, Mathura (U.P.)

Witness:-  
Place: Mathura  
Date: 18.02.2020

Witness name:-  
Place: Mathura  
Date: 18 Feb 2020

Prof. Anwar Hussain

मि. रवि शर्मा  
Laxmi Chandel  
18/2/20  
761

She Signed / ET/RTI before me.

Signature Idar

रवि शर्मा  
Notary Public  
Mathura 18/2/20