

BEST PRACTICE - 2

Training program on Employability skill

The MOU is signed with Naandi foundation, Hyderabad (Mahindra pride Classroom Program) with Dayanand Anglo-Vedic College, Kanpur in year 2024.

Objectives- Improving the livelihood of the underprivileged communities and support socially and economically disadvantaged children with specific focus on girl child education through employable training and skill development programs. To impart employability skill set to the young girls which helps them employable and raise their economic security is main motive of this program.





05/10/2024





MEMORANDUM OF UNDERSTANDING

BETWEEN

DAYANAND ANGLO-VEDIC (PG) COLLEGE, KANPUR

AND

NAANDI FOUNDATION, HYDERABAD
(MAHINDRA PRIDE CLASSROOM PROGRAM)



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INDIA NON JUDICIAL

Government of Uttar Pradesh



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ACC Name-ANKIT GUPTA

ACC Code-UP14244704

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: SUBIN-UPUP1424470415531856319303W

Purchased by

: NAANDI FOUNDATION HYDERABAD

Description of Document

: Article 5 Agreement or Memorandum of an agreement

Property Description

: AS PER DOCUMENT

Consideration Price (Rs.)

:

First Party

: DAYANAND ANGLO VEDIC PG COLLEGE KANPUR

Second Party

: NAANDI FOUNDATION HYDERABAD

Stamp Duty Paid By

: NAANDI FOUNDATION HYDERABAD

Stamp Duty Amount(Rs.)

: 100
(One Hundred only)






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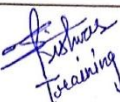
12/7/24



For DAYANAND ANGLO VEDIC (PG) COLLEGE, KANPUR	For NAANDI FOUNDATION
 15-07-2024 PRINCIPAL DAY COLLEGE, KANPUR	 
(Signature) Name: PROF. ARUN KUMAR DIXIT Designation: PRINCIPAL, DAYANAND ANGLO VEDIC (PG) COLLEGE, KANPUR	(Signature) Name: Ms. RADHA VARADARAJAN Designation: CHIEF SKILLS OFFICER, NAANDI FOUNDATION

Witness.1  R. Pushpender
Talapatu

Witness.1

 Training Coordinator - UP

Witness.2 

Witness.2

 Training Coordinator UP



12/7/24

This document has been present before
me on 12/7/24 at 1:00 PM
the District Court Compound, Prayagraj

Identified by

Advocate Prayagraj 12/7/24

Savita Devi
Advocate Notary
Prayagraj

This Memorandum of Understanding (hereinafter referred to as "MoU") is entered on 15/07/2024 day of Monday 2024 by and between:

Dayanand Anglo-Vedic (PG) College, Kanpur, situated at Civil Lines, Kanpur, Uttar Pradesh represented by **Prof. Arun Kumar Dixit, Principal** (hereinafter referred to as "DAV" which expression shall mean and include its heirs, successors, executors, administrators, authorised representatives and permitted assigns) as **FIRST PARTY**.

AND

Naandi Foundation, a Public Charitable Trust incorporated under the Indian Trusts Act, 1882, having its registered office at 502, Trend set Towers, Road No 2, B, **Ms. Radha Varadarajan, Chief Skill Officer** (hereinafter referred to as "Naandi" which expression shall mean and include its heirs, successors, executors, administrators, authorized representatives and permitted assigns) as **SECOND PARTY**.

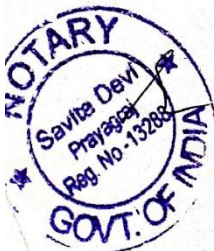
(Both Parties are hereinafter jointly referred to as "Parties" and individually as a "Party")

Introduction

WHEREAS Dayanand Anglo-Vedic (PG) College is a college in Kanpur, India, established in 1919 by Lala Diwan Chand, is the second oldest college in the city. The college is situated in Civil Lines, opposite the Green Park Stadium. It is affiliated with Chhatrapati Sahu Ji Maharaj University, formerly with the University of Agra. The college is accredited by the NAAC. Arun Kumar Dixit is present principal of this college. It is managed by the Dayanand Anglo-Vedic College Trust and Management Society (DAV).

WHEREAS The first party is willing to provide the student community with employable skill viz. communication skills, soft skills, life skills, domain skills etc. that helps in improving their livelihoods and economic security.

WHEREAS the Second party - Naandi Foundation is an apolitical, autonomous Public Charitable Trust and a not for profit organization having registration under section 12A of income tax act, 1961 is tax exempt and is recognized by tax authorities as an organization established for 'charitable purpose'.



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WHEREAS the Second party is working with an objective of people centered development through its charitable activities in whole of India, without distinction of caste, creed or religion, etc.

WHEREAS the Second party engaged, inter alia, in improving the livelihoods of the underprivileged communities through its various social initiatives, development programs in various states of India. The Second Party activities include, education to underprivileged children with a specific focus on girl child education, improving livelihoods of small and marginal farmers through its farming practices, employable training and skill development programs to underprivileged youth, provision of safe drinking water to communities, etc.

WHEREAS the Second party Naandi Foundation in furtherance of its objectives wish to support socially and economically disadvantaged underprivileged sections of the society and provide them employability skills under its "The employability skill development program".

WHEREAS both the parties having recognized each other's intention of working in the sphere of employability skills, wish to support socially and economically disadvantaged and underprivileged students/youth that helps in improving their employability skill set and livelihoods.

WHEREAS both the parties have decided to reduce the mutually agreed terms and conditions into writing.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

I. TERM:

This Memorandum of Understanding is for a period of 03 year and is effective from 15/07/2024 and shall remain in force till 31/03/2027. This MoU may be further extended on terms and conditions as may be mutually agreed by both the parties.

II: THE EMPLOYABILITY SKILL DEVELOPMENT PROGRAM (MPC)

- i. The objective of the program is to impart employability skill set to the young girls that which helps them employable and raise their economic security.



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- ii. The beneficiaries shall be from underprivileged sections of society without distinction of caste, creed or religion etc., and shall be studying in the pre-final year courses in Dayanand Anglo Vedic (PG) College, Kanpur.
- iii. The program shall be for a duration of 40 hours to 120 hours or as the case may be decided mutually by the parties.
- iv. The program shall include New Age skills, Soft-Skills, Communication Skills, Life Skill and Interview Preparations for the beneficiaries under employability skill development program. The beneficiaries may be trained in any other skill as mutually decided by both the parties that improves their livelihoods.

III: OBLIGATIONS OF THE FIRST PARTY (Dayanand Anglo Vedic (PG) College, Kanpur)

- i. The first party shall provide the beneficiaries under the said program and shall ensure that they are underprivileged students/youth studying in pre-final year of Under Graduate and Post Graduate course in the said institution/college.
- ii. Ensure that the necessary infrastructure like well-equipped class rooms and or Computer labs as per course requirements are made available where the program shall be implemented.
- iii. Ensure to identify one resource person (hereinafter referred to as POC - Point of Contact) from their faculty group to co-ordinate between the beneficiaries, the Institute management and the Second Party. Contact details of the POC shall be shared with the Second party and rest of the team.
- iv. Ensure that the DAV College shall allow Naandi's employees, representatives and trainers during the sustenance of this MoU, to interact with POC, program related staff and beneficiaries.
- v. POC should ensure that all the underprivileged youth/students are given an awareness on attending employability skill training program prior to the training and encourage them to register for the said program.
- vi. POC should monitor trainee's attendance on a daily basis.
- vii. Ensure that the basic training requirements like Black/White board, Chalk/Marker, A4 sheets, Projector and screen should be available during training sessions.



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- viii. Ensure that the POC should take feedback from the trainees for quality assurance purpose.
- ix. Ensure that the POC should share the placement details of the MPC trained students with the Naandi employees as per need.
- x. Ensure that the POC should share the student's details of the MPC trained students in the Naandi's data template.

IV: OBLIGATIONS OF THE SECOND PARTY (NAANDI):

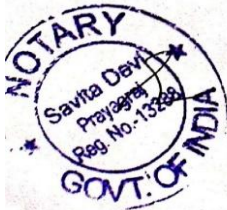
- i. To impart employability skill to socially and economically disadvantaged and underprivileged students/youth that helps in improving livelihoods and economic security.
- ii. Prepare content that will be most effective in training the beneficiaries/students.
- iii. To Provide the first party a detailed Course Schedule.
- iv. Ensure that well-trained trainers are identified and deployed to ensure overall success of the Program.
- v. Ensure to give an update on employability training program and its importance to the training coordinator of the First Party.
- vi. Monitor the program by conducting periodic assessments to ensure that the trainers do a quality job.

V. FREE OF COST:

The socially and economically disadvantaged underprivileged students/youth are provided with employability skill set under "The Employability Skill Development Program", to improve their livelihoods and economic security. The Program is free of cost. Either party shall not charge any fees on whatsoever account/name from the beneficiaries under the program. Further, both the parties agree that either party shall not charge any fees whatsoever from the other party under this MoU/program.

VI. CERTIFICATION:

Certificates shall be awarded by the second party to the beneficiaries on successful completion of the training having attendance above 80 percentages and clearing of the assessment held post completion of the program.



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VII. GENERAL TERMS:

i. Relationship between the parties:

Nothing herein shall be construed to constitute the Parties as principal and agent, employer and employee, partners or joint ventures, nor shall any similar relationship be deemed to exist between the Parties. This Memorandum of Understanding is made on principal-to-principal basis.

ii. Representation and Warranties:

Each Party hereby represents to the other that they have been duly incorporated/registered under the applicable laws and has full legal right and authority to execute this memorandum of understanding. Each Party represents that it is also authorized to perform its obligations as herein contemplated; and that neither the performance of the obligations or execution of this MoU will violate or in violation of any applicable laws for the time being in force.

iii. Confidentiality:

The parties shall severally take care to ensure that the information provided by the other party remains confidential and further agree not to use the Confidential Information for any purpose other than the purpose for which it is intended. The parties shall not disclose any Confidential Information to anyone other than the employees of either organization who need to know the Confidential Information. Each Party recognizes such information of the other Party as confidential information and agrees not to disclose them to any third party without the prior written consent of the other Party. The restriction contained in this clause shall not be applicable to information which (i) is required to be provided pursuant to any statutory or regulatory obligation; (ii) is lawfully acquired by the disclosing Party from an independent source having no obligation to maintain the confidentiality of such information; and (iii) was lawfully known to the disclosing Party prior to its disclosure under this Agreement.

iv. Intellectual Property:

Each Party acknowledges the intellectual property rights of any kind, including but not limited to copyright, patent rights, design rights, service marks, trademarks, logos, titles, slogans, property rights and any other rights, held by the other Party and undertake that neither Party shall claim any right, title and interest in the Intellectual Property Rights of the other Party.

v. Dispute Resolution:

If any dispute arises between the Parties, the Parties shall endeavor to resolve them mutually. If such resolution is not possible within a reasonable period, the unresolved dispute shall be referred to arbitration in accordance with the Arbitration Act for the time being in force, conducted by a sole arbitrator to be appointed by the Parties



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mutually. The arbitration shall be in English and the seat of the arbitration shall be at Hyderabad. The decision of the arbitrator shall be final and binding on both the parties.

vi. **Validity of Clauses:**

If any Clause or any part this Agreement shall for any reason be adjudged by any court or other legal authority of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

vii. **Entire Agreement:**

This Agreement sets forth the entire agreement between the Parties at the date hereof relating to the Purpose and supersedes any prior agreements or arrangements (whether oral or in writing) between the Parties relating thereto.

viii. **Notices:**

All notices, which either Party is required or may desire to serve upon the other Party, shall be in writing and addressed as specified in the recital of this Agreement. Notices may be served personally or by facsimile, certified mail, express mail, email to a designated employee of the Party or express courier.

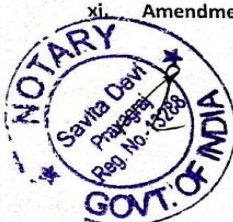
ix. **Termination:**

Either of the parties is entitled to terminate this MoU by giving a thirty days' notice to other party in case of breach of any term of this MoU by the other party, provided, that before issuing such termination notice, such issues shall be discussed with senior officials of the Parties and if they fail to resolve such issues within a period of fifteen (15) days, then it shall result in termination of this Memorandum of Understanding.

x. **Force Majeure:**

Neither Party shall be held responsible for non-fulfilment of their respective obligations under this MoU due to the exigency of one or more of the Majeure event such as but not limited to acts of God, war, flood, earthquakes, strikes, lockouts, epidemics, pandemic, riots, civil commotion, etc., provided on the occurrence and cessation of any such event the Party effected thereby shall give a notice in writing to other Party within one (1) month of such occurrence or cessation. If force majeure continues beyond one (1) month, the parties shall jointly and mutually decide about the future course of action or terminate this MoU with immediate effect.

xi. **Amendment:**



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