

उत्तर प्रदेश UTTAR PRADESH

FG 544175



#### AGREEMENT

This TRIPARTITE AGREEMENT ("Agreement") is made at Moradabad on 05 day of March, 2020.

#### BY AND BETWEEN

**EXPORT PROMOTION COUNCIL FOR HANDICRAFTS (EPCH)** an ISO 9001-2015 certified organization established in the year 1986-87 under Companies Act, 1956 having its office at "EPCH HOUSE", Pocket-6 & 7, Sector 'C', L.S.C., Vasant Kunj, New Delhi-110070, (hereinafter referred to as "**EPCH**") which expression shall unless repugnant to the subject or context mean and include its successors, legal representatives and assigns) of the FIRST PART.

**AND**

**TEERTHANKER MAHAVEER UNIVERSITY**, a University set up in the year 2008 and governed by The Teerthanker Mahaveer University Uttar Pradesh Act. 2008 (No. 30 of 2008), having its principal office at Bagadpur, Pakbara, Delhi Road, Moradabad, India. (Here in after referred to as "**TMU**"), which expression shall include its successor in office and permitted assignees of the SECOND PART.

**AND**

**TEERTHANKER MAHAVEER INSTITUTE OF MANAGEMENT TECHONOLY SOCIETY** registered under Societies Registration Act, 1860, having its principal office at Delhi Road Moradabad UP 244001 India. (Hereinafter referred to as "**TMIMT**"), which expression shall include its successors in office and permitted assignees of the THIRD PART.

Each of EPCH, TMU and TMIMT hereinafter collectively referred to as a "Parties" and individually referred to as a "Party".

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## AND WHEREAS

1. The Export Promotion Council for Handicrafts (EPCH) is a non-profit organization registered under Section 25 of the Companies Act. The EPCH has initiated the Corporate Model Centre with a view to impart MBA course in Handicrafts Export Management, training, enhance management skills, dissemination of practical knowledge through internship, OJT (On the Job Training) personality development and other related activities.
2. TMU conducting various degree courses having authority to conduct such educational courses, training for students and has ability, authority and capacity to enter into such tie-up and arrangement in order to educate and impart knowledge to students.
3. TMIMT is the sponsoring body of TMU and shall be responsible for charging the fee from the students and making the due payments to EPCH Services as per the terms and conditions of this MoU.
4. TMU, TMIMT and EPCH are keen and desirous to join hands and enter into such tie-ups, arrangements whereby students registered with TMU can be educated and get additional knowledge, enhance their skills and get corporate exposure are desirous to enter into this arrangement on the terms and conditions mentioned herein.

## NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

### 1. DEFINITION

Unless contrary to the context, the terms used in the Agreement shall have following meaning:

- |    |                           |   |
|----|---------------------------|---|
| a. | <b>Commencement Date:</b> | <b>05<sup>th</sup> March 2020</b>   |
| b. | <b>TMU</b>                | <b>Teerthanker Mahaveer University</b>  |
| c. | <b>TMIMT</b>              | <b>Teerthankar Mahaveer Institute of Management &amp; Technology Society</b>  |
| d. | <b>Course</b>             | Master of Business Administration<br>(Handicrafts Exports Management)   |
| e. | <b>Certificate</b>        | Shall mean and include Certificate issued by the University and / or Certificate issued by the EPCH to the students who has successfully completed the Courses/ Modules/ training programmes conducted by the TMU under this arrangement. |
| f. | <b>Degree</b>             | Shall mean degree issued by the TMU   |
| g. | <b>Modules</b>            | Shall mean the study Modules of the Course.   |



The Modules provided by EPCH under this Agreement for the Course is annexed as **Annexure I**.

- |    |             |   |
|----|-------------|---|
| h. | <b>Term</b> | Means initial term of the Agreement and any renewal thereof.  |
| i. | <b>UGC</b>  | University Grants Commission  |
| j. | <b>OJT</b>  | On the Job Training   |
| k. | <b>EPCH</b> | Export Promotion Council For Handicrafts, a non-profit organization registered under Section 25 of the Companies Act. |

## 2. INTERPRETATION

Save to the extent that the context or express provisions of this Agreement otherwise require:

- a. Headings and sub-headings are for ease of reference only and shall not be taken into consideration in the interpretation or construction of this Agreement;
- b. All references to Clauses and Annexure are reference to Clauses and Annexure to this Agreement;
- c. The Annexures to this Agreement are an integral part of this Agreement and reference to Agreement includes reference thereto;
- d. All references to the act, statute or statutory provisions shall include reference to any act, statute, statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include, without limitation, any bye laws, regulations, rules, notices, orders, circulars, code of conduct, code of practice made under the relevant statute;
- e. Words importing the singular include the plural and vice versa;
- f. Words importing a particular gender include all genders;
- g. The term "including" means including but without limitation.

## 3. SCOPE OF AGREEMENT:

The TMU will provide Master of Business Administration (MBA) a Master's degree in Business Administration.

In their MBA programme, the TMU has expressed desire to include the modules delivered by EPCH as mentioned in **Annexure-I** of this Agreement provides the modules to be delivered by EPCH.

The schedule of Programme for various Modules/Courses will be jointly decided and agreed by the parties. The schedule will be structured in such a way that the entire module/course will be finished in the provided timelines. In the event of any change in the agreed schedule by EPCH will inform the TMU about such change due to non-



availability of trainer due to illness, any emergency, etc., or for any other purpose and the TMU will try to schedule on some other day and time as agreed by the parties. Provided that, EPCH will send the trainers on the schedule date and time to the best of its endeavor and complete the modules/courses as per the schedule decided by the parties.

#### 4. ROLES AND RESPONSIBILITY OF EPCH

- a. The Contents of the Modules will be prepared by EPCH for the modules to be delivered by EPCH in consultation with TMU and same will be approved through TMU academic body, before start of academic session. It would provide a study material to each student enrolled for course (Industry Academia Connect), without any additional cost to TMU & the students.
- b. EPCH will provide trainers/facilitators to the TMU for the purpose of imparting lectures and training on such agreed modules mentioned in the Curriculum in Annexure-I which will fulfill the norms as defined by the government from time to time & seek prior approval of the trainers/facilitators from TMU. EPCH will provide qualified, knowledgeable, experienced, professional trainers/facilitators to train the students.
- c. TMU, TMIMT & EPCH will obtain written feedback of the students about the module contents; trainers/facilitators and training imparted to them and shall endeavor to take action as per the feedback provided by the students.
- d. EPCH shall ensure that the trainer/facilitators undertake to perform the services with the highest standard of professional and ethical competency and integrity.
- e. Regular assessment/evaluation of the students will be done by TMU as per its ordinance. However, EPCH can conduct assessment of all enrolled students of the module delivered by them.
- f. EPCH will provide internship/summer training, job training / placement starting from the month of September onwards after completion of industrial input classes by EPCH facilitators. However, EPCH do not guarantee for any stipend.
- g. Industrial Visits/OJT/Focus on rigorous workplace skills training/100% pre placement Assistance/Add-on workshops on latest industry trend/Live Projects/Soft skills Sessions/SCM games and simulation/Guest lecture sessions by industry experts/Training methodology 40:60 (theory vs. practical exposure)/Course curriculum designed & endorsed by industry experts and academia at its and tie up companies for the students who are enrolled for this course. However, EPCH does not guarantee for lodging, boarding, travelling arrangements and it has to be borne by the students. The concerned companies will provide letter/certificate to such candidates who will successfully complete their internship/OJT.
- h. EPCH will endeavor to provide 100% Pre-placement assistance to the students who are enrolled under this course. The assessment / evaluation of the students



will be done by TMU as per its ordinance. However, EPCH can conduct assessment of all enrolled students of the module delivered by them.

- i. EPCH will be solely responsible for the Content, Training Materials provided by them.

#### 5. ROLES AND RESPONSIBILITY OF TMU & TMIMT

- a. TMU shall provide and maintain proper infrastructure to the trainers/facilitators of EPCH for conducting and imparting training to the students. TMU shall be liable to maintain well equipped library, training room, computer room, sufficient number of computers with internet facility, study material, modules, etc.
- b. TMU shall ensure the entire process of admission, as mentioned in **Annexure II** of this Agreement. TMU will be responsible to provide Id cards, code of conduct, guidelines, procedure, policies, rules, bye-laws to the students who are enrolled under this course.
- c. TMIMT will issue receipt to the students upon receipt of payment of fees and required documents and based upon the receipt of the required fee and clearance from TMIMT, TMU shall provide them admission. TMIMT shall be responsible and liable for collection of fees.
- d. The batch will contain maximum of 60 students.
- e. TMIMT shall provide and maintain proper infrastructure to the trainers of EPCH for conducting and imparting training to the students. TMU shall be liable to maintain well equipped library, training room, computer room, sufficient number of computers with internet facility, study material, modules, etc.
- f. TMU & TMIMT will make necessary arrangement for boarding & lodging of EPCH trainers during their stay in the University for delivery of modules, examination time, conducting training and for any other related purpose on payment basis as per University rules from time to time.
- g. TMU & TMIMT shall be responsible for doing and performing all acts, roles, responsibilities and obligations whether administrative; supervisory otherwise, which is required to do under normal circumstances for such courses conducted by them.
- h. Will share the performance of each student who is enrolled under this course on their regular assessment.
- i. TMIMT will pay the charges for course development and training fee as mentioned in **Annexure II**. **These charges would be payable on actual recovery basis from the students enrolled in this course.**
- j. TMU will share the performance of each student who are enrolled under this programme with EPCH on their regular assessment and send the performance reports to EPCH within seven (7) days from the date of declaration of results of such assessments, similarly all information of the assessment by EPCH will be shared with TMU.



- k. TMU and EPCH will clearly communicate to the students that the programme provided herein does not guarantee any placement but EPCH will facilitate in the placements of the enrolled students. In the event of any issue, complaint received in this regard both the parties will resolve the issues.
- l. TMIMT will charge fee to the students for this programme as approved by the competent authority from time to time.

#### 6. REPRESENTATION AND WARRANTIES PROVIDED BY EPCH

- a. Has necessary and sufficient trainer/s to provide the training under this Agreement.
- b. Is capable and permitted under the existing laws, rules and regulations as applicable and have authority to enter into such arrangement and is not barred under any law and under any contractual relationship with anyone;
- c. Shall abide and comply with all the applicable laws and any amendments thereto;
- d. Shall promptly assist TMU in resolving all queries, complaints and claims made by its students, regulators or any other person in regard to and/or in respect of and/or arising out of the modules provided herein by EPCH;
- e. Shall provide teaching calendar with the names & profile of trainers well in advance & will seek approval in advance.
- f. Has not provided any false information.
- g. Will not do any such act or represent in a manner which will bring disrepute to TMU and spoil, hamper, damage the image, reputation of TMU and vice versa.

#### 7. REPRESENTATION AND WARRANTIES PROVIDED BY TMU & TMIMT

- a. TMU will award degrees as notified by University Grant Commission (UGC) from time to time.
- b. TMU has adequate resources, system, and infrastructure requirement in place, faculty member and staff for the purpose of this Agreement and ensure that work will not be affected in any manner. TMU will provide boarding and lodging facilities to the Trainers and cost of food will be borne by EPCH.
- c. TMU has authority and permission to conduct such educational course and collect fees and is not barred under any law, rules and regulation applicable to them.



- d. TMU has permission, approval to conduct the examination and to do assessment.
- e. TMU has necessary registration, permission, authority, government approval to run and issue valid and recognized degrees and certificates to the students.
- f. Shall abide and comply with all the applicable laws, government orders, bye laws, rules and regulation, etc. and any amendments thereto.
- g. Is capable and permitted under the existing laws, rules, regulation, government orders as applicable and have authority to enter into such arrangement and is not barred under any contractual relationship with anyone.
- h. Has not provided any false information or suppressed any material information.
- i. All rules and regulations at TMU will be applicable to students enrolled under this program.
- j. Will not do any such act or represent in a manner which will bring disrepute to EPCH and spoil, hamper, damage the image, reputation of EPCH and vice versa.

#### 8. Payment and Consideration

- a. TMIMT agrees to pay to EPCH for this arrangement as per the **Annexure II** annexed with this Agreement in the manner provided in the said Annexure.

#### 9. Term and Termination

- a. The term of this Agreement has commenced on 05<sup>th</sup> March, 2020 (hereinafter referred to as "Commencement Date") and shall be valid for 3 (Three) Batches from the date of Commencement Date (hereinafter referred to as the "Term") unless otherwise terminated in accordance with the provisions contained herein. This Agreement may be renewed with the mutual consent of the parties and reduced in writing signed by or behalf of the parties.
- b. Either Party may terminate this Agreement without assigning a reason prior to the commencement of new session (Admissions of new students in new academic year).
- c. In the event either party has committed a breach of any of the covenants, representations, warranties or other terms and conditions of this Agreement or has defaulted in the performance of any of its obligation under this Agreement (provided that the non-breaching/non-defaulting party has first given the other party written notice of the grounds supporting the breach or default and the breaching/defaulting party has not cured or has not commenced to cure in a reasonable manner and with all due speed, the breach of default within one (1) week of receipt of such notice) the breaching/defaulting party shall be held in default and the non-breaching party shall be entitled to terminate this Agreement



and shall have all the remedies as specified in this Agreement and applicable laws.

- d. In the event of termination or expiration of this Agreement for whatsoever reason, both parties shall immediately cease to have rights (if any) to use any of the logo, trade name in connection of the arrangement or any other rights granted under this Agreement, shall immediately return all course content, training material, reports, information, data, marketing, promotional and advertising material and any other material, information and belongings of the other party. However, both parties will ensure that students enrolled shall continue to study and complete the program as per agreed procedure and both parties will fulfill their obligations.
- e. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect coming into force or the continuance in force of any provisions hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

#### 10. Dispute Resolution

This Agreement shall be governed by and constructed in accordance with the laws of India.

The Parties shall attempt to amicably settle all disputes arising out of this Agreement and the obligations hereunder ("Dispute"). Either Party may give written notice of a dispute to the other Party within (10) days of the occurrence of the event which gives rise to such Dispute or the date such event.

Any dispute in connection with this Agreement shall be referred to the designated officials of both the parties for mutual discussions and resolution.

A Five (5) member committee will be constituted to resolve the issue with two (02) members of EPCH (Committee members from EPCH will be as

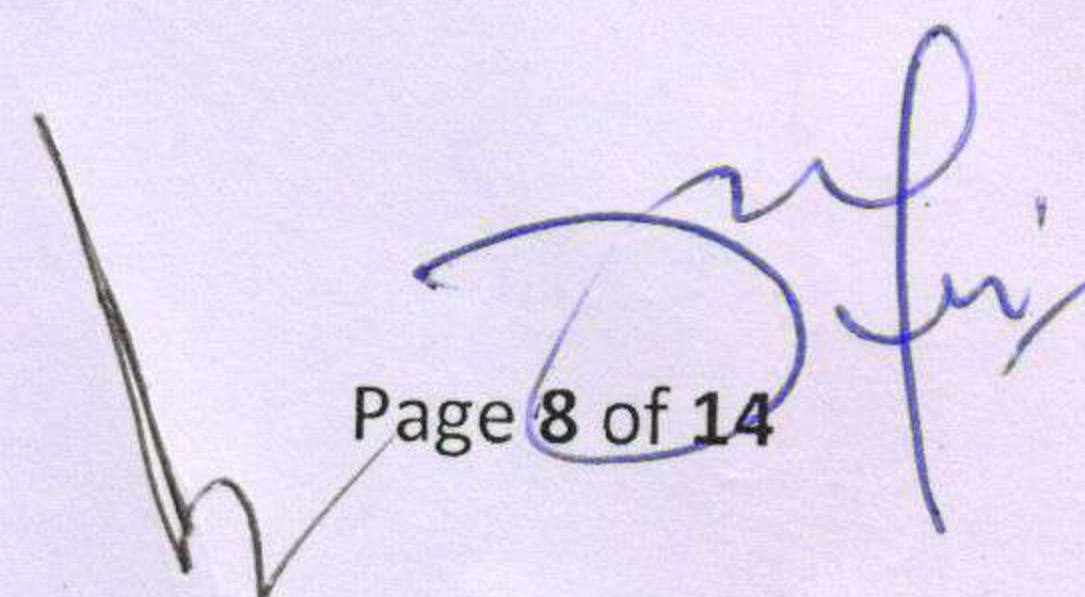
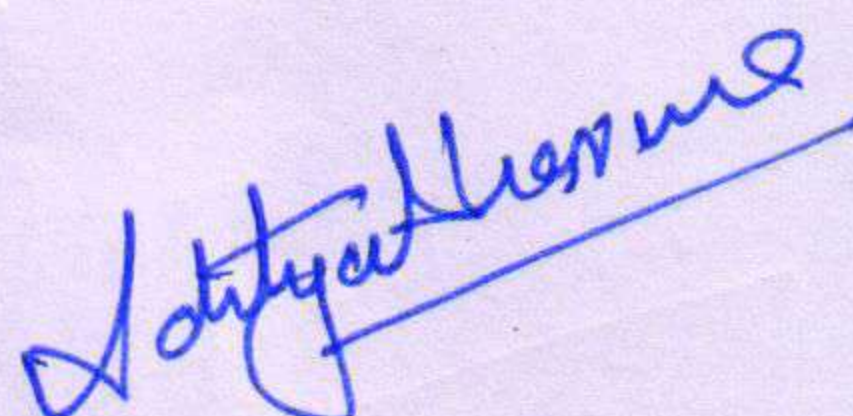
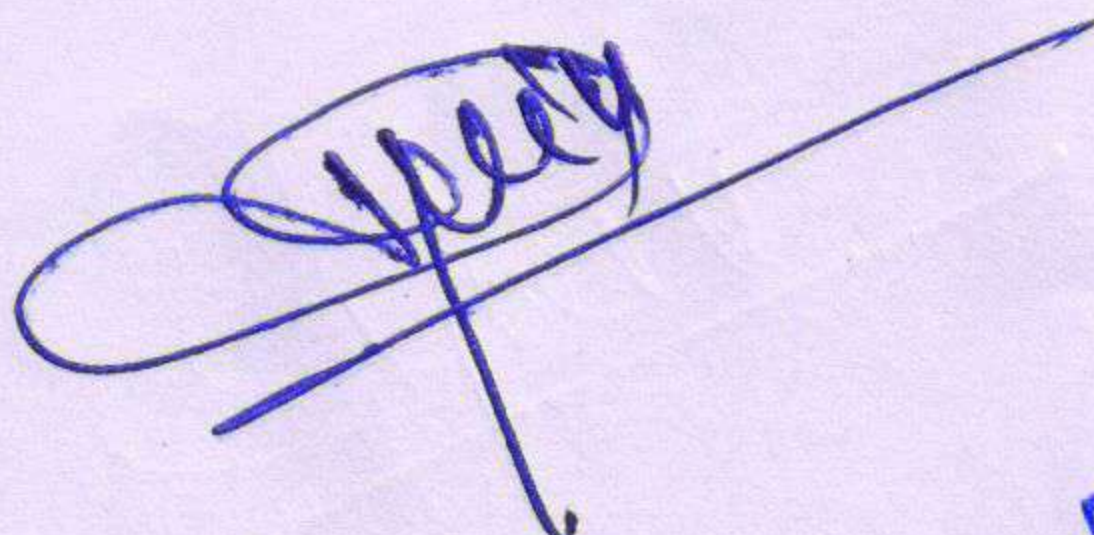
1. Vertical Head,
2. Program coordinator,

Two members (2) from TMU (Committee members from TMU will be as

1. Principal – TMIMT
2. Program Coordinator
3. Faculty TMIMT

If no settlement can be reached through mutual discussions and negotiations, then such matter shall be finally settled by Honorable Vice Chancellor of TMU whose decision will be final & binding on both the parties

Parties agree that no matter will be taken to court under any circumstances.





#### 11. Waiver

No waiver by any one party of the other party's obligation under this Agreement shall be deemed effective unless made by the party in writing. Nor shall any waiver by any one party in respect of any breach be deemed to constitute a waiver of or consent to any other or subsequent breach by the other party of its obligation.

#### 12. Amendments

No addition, modification or amendment to any of the provisions of this Agreement shall be valid and binding unless made by a written instruments signed by a duly authorized representative of each of the parties.

#### 13. Force Majeure

Neither party hereto shall be liable for any failure to perform its obligations hereunder to the extent that performance has been delayed, hindered or prevented by any circumstances beyond the reasonable control of that Party including without prejudice to the generality of the foregoing, any act of God, war, riot, civil commotion, fire, explosion, flood, adverse weather, epidemic or other natural physical disaster, strike, lock-out or other form of industrial action or any form or governmental or supernatural authority, intervention. Provided, however, that the party so affected informs the other party in writing as soon as possible, detailing the circumstances under which it is unable to fulfill its obligations under this Agreement and also stating as to when it would be able to recommence its performance under this Agreement.

#### 14. Notice

All notice required to be given by the parties under this Agreement, will be given in writing and be sufficiently served, if delivered personally, or by courier or by registered post or by e-mail, to the address mentioned herein below or such other address as party may intimate in writing from time to time.

##### Notice to Export Promotion Council For Handicrafts

"EPCH HOUSE", Pocket-6 & 7, Sector 'C', L.S.C.,  
Vasant Kunj, New Delhi-110070  
Email: ed@epch.com

##### Notice to University:

TMU, Delhi Road, Moradabad-(U.P.)  
09837933666  
05912487444  
Email: jt.registrar.governance@tmu.ac.in

##### Notice to TMIMT:

TMU, Delhi Road, Moradabad-(U.P.)  
09837933666  
05912487444  
Email: dy.dir.accounts@tmu.ac.in



### 15. Variations

The parties agree that this Agreement may be amended from time to time by a written instrument duly signed by the parties to this Agreement.

### 16. Severability

If one or more of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. Such provisions shall be reformed only to the extent to make it enforceable.

### 17. Assignment

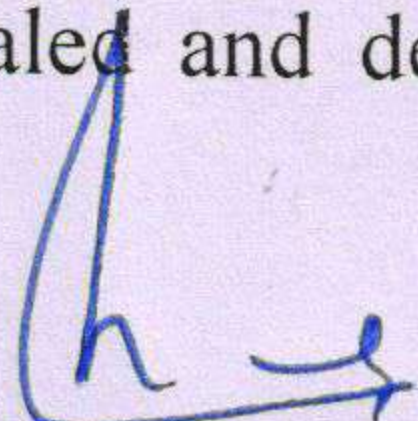
This Agreement or any rights assigned to each party under this Agreement shall not be assigned or transferred to others without prior written consent of other party and any attempt to so assign or transfer this Agreement without such consent shall be null and void and constitute a material default hereunder.

### 18. Execution of this Agreement

This Agreement may be executed in two counterparts, each of which when so executed and delivered shall be deemed an original and which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF the hands of the duly authorized representatives of the parties are set the day and year first herein above written.

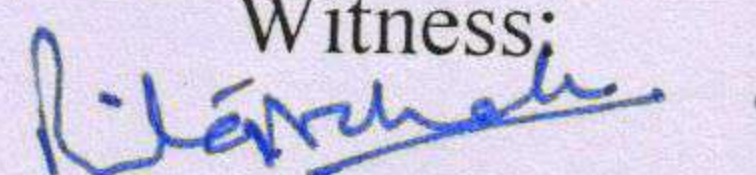
Signed, sealed and delivered by and on behalf of EPCH by the hands of its authorized signatory



Name: Mr. R.K. Verma

Designation: Executive Director – EPCH

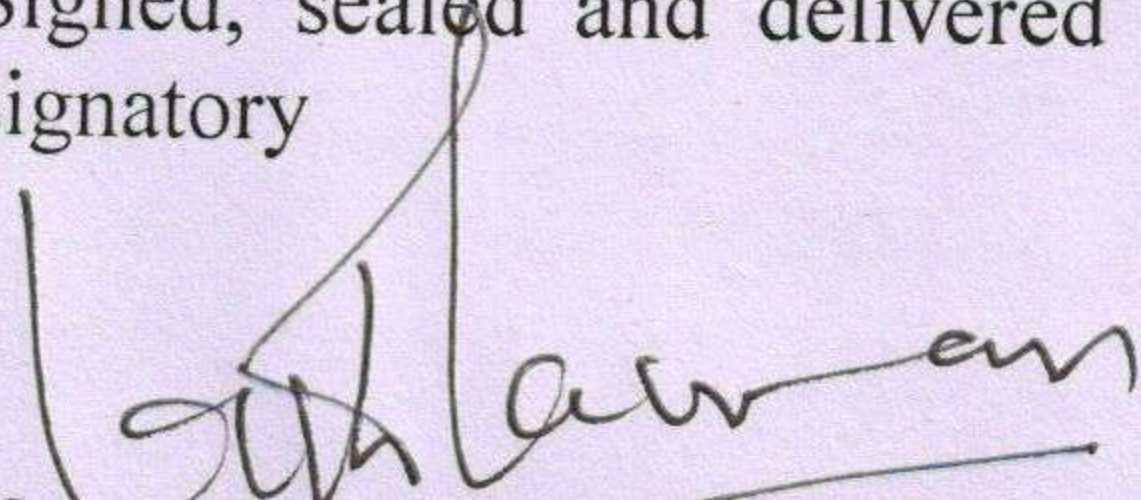
Witness:



Name: Mrs. Rita Nahata

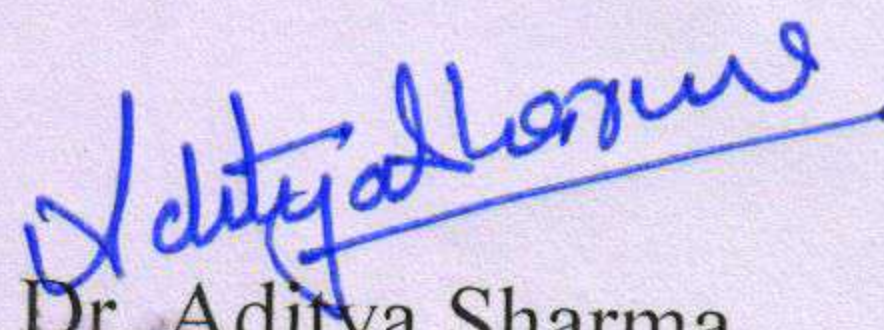
Designation: Dean

Signed, sealed and delivered by and on behalf of TMU by the hands of its authorized signatory



Name: Dr. Vivek Raman

Designation: Registrar



Name: Dr. Aditya Sharma

Designation: Joint Registrar (G)

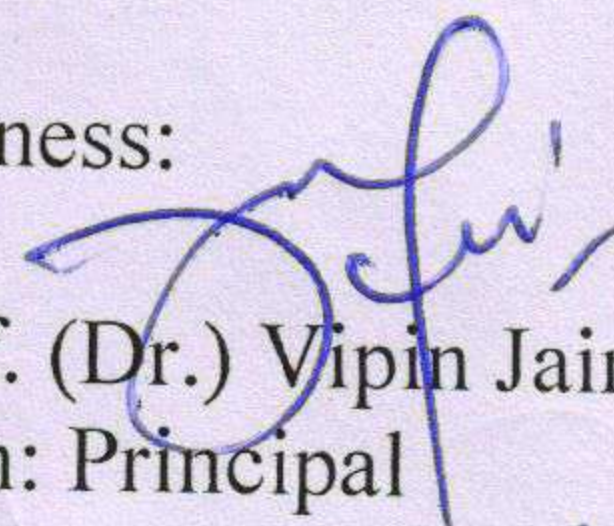
Signed, sealed and delivered by and on behalf of TMU by the hands of its authorized signatory



Name:

Designation: Secretary, TMIMT Society

Witness:



Name: Prof. (Dr.) Vipin Jain

Designation: Principal



### Annexure I

TMU will teach Semester-1 and Semester-2, EPCH will teach and Evaluate Semester-3 and Semester-4

## MBA Curriculum – Handicrafts Exports Management

### MBA (Handicrafts Exports Management) Semester I

S. N	Category	Course Code	Course	Course Owner	Periods			Credit	Evaluation Scheme		
					L	T	P		Internal	External	Total
1	CC-1	MBACC101	Management Concepts & Practices	TMU	3	0	0	3	40	60	100
2	CC-2	MBACC102	Accounting for Managers	TMU	3	0	0	3	40	60	100
3	CC-3	MBACC103	Business Environment	TMU	3	0	0	3	40	60	100
4	CC-4	MBACC104	Organizational Behaviour	TMU	3	0	0	3	40	60	100
5	AECC-1	MBAAE101	Business Communication	TMU	2	0	0	2	40	60	100
6	SEC-1	MBASE101	Computer Fundamentals & Information Systems	TMU	3	0	0	3	40	60	100
7	GEC-1		Generic Elective Courses: Elective -1	TMU	3	0	0	3	40	60	100
8	GEC-2		Elective -2	TMU	3	0	0	3	40	60	100
9	CSC-1	MBACS101	Human Values & Professional Ethics	TMU	2	0	0	2	40	60	100
Total					25	0	0	25	360	540	900



# MBA (Handicrafts Exports Management)

## Semester II

S. N	Category	Course Code	Course	Course Owner	Periods			Credit	Evaluation Scheme		
					L	T	P		Internal	External	Total
1	CC-5	MBACC201	Marketing Management	TMU	3	0	0	3	40	60	100
2	CC-6	MBACC202	Financial Management	TMU	3	0	0	3	40	60	100
3	CC-7	MBACC203	Human Resource Management	TMU	3	0	0	3	40	60	100
4	CC-8	MBACC204	Production and Operations Management	TMU	3	0	0	3	40	60	100
5	AECC-2	MBAAE201	Managerial Communication	TMU	2	0	0	2	40	60	100
6	SEC-2	MBASE201	Business Research Methods	TMU	3	0	0	3	40	60	100
7	GEC-3		Generic Elective Courses:	Elective -3	3	0	0	3	40	60	100
8	GEC-4			Elective -4	3	0	0	3	40	60	100
9	Viva-Voce	MBAVV251	Comprehensive Viva	TMU	0	0	0	6	50	50	100
Total					23	0	0	29	370	530	900



# MBA (Handicrafts Exports Management)

## Semester III

S. N	Category	Course Code	Subject	Course Owner	Periods			Credit	Evaluation Scheme		
					L	T	P		Internal	External	Total
1	DSC-1	MBASF301	Overview of Handicrafts	CHEMS/EPC H	4	0	2	5	40	60	100
2	DSC-2	MBASF302	Handicrafts Exports Marketing	CHEMS/EPC H	5	0	0	5	40	60	100
3	DSC-3	MBASF303	Handicrafts Exports Finance and Banking	CHEMS/EPC H	5	0	0	5	40	60	100
4	DSC-4	MBASF304	Export Procedures Documentation Packaging and Shipping	CHEMS/EPC H	3	0	0	3	40	60	100
5	DSC-5	MBASF305	Design Trend and Forecast	CHEMS/EPC H	4	0	2	5	40	60	100
6	DSC-6	MBASF306	Production and Supply Chain Management	CHEMS/EPC H	4	0	2	5	40	60	100
7	DSC-7	MBASF307	Management of Buying Behaviours and Modalities	CHEMS/EPC H	4	0	0	4	40	60	100
8	OJT-I	MBASF321	On the Job Training –I	CHEMS/EPC H	0	0	0	4	20	80	100
		Total			29	0	6	36	300	500	800



# MBA (Handicrafts Exports Management)

## Semester IV

S.N	Category	Course Code	Subject	Course Owner	Periods			Credit	Evaluation Scheme		
					L	T	P		Internal	External	Total
8	OJT-II	MBASF421	On the Job Training -II	CHEMS/EPCH	0	0	0	15	20	80	100
		Total			0	0	0	15	20	80	100

Note:-

L – Lecture  
1L=1 Hour  
T- Tutorial  
1T= 1 Hour  
P- Practical  
1P= 1 Hour  
C-Credits  
1C = 1 Hour of Theory Paper  
1C = 2 Hour of Practical / Tutorial

## Annexure II

Sr. No.	Details of Fee	EPCH
1	For whole Program	Rs.65000/- inclusive of all taxes

Fee installment will be paid to EPCH as per following table:-

1 <sup>st</sup> Installment	End of 2 <sup>nd</sup> Semester and starting of Summer training	1 <sup>st</sup> June of the year	Rs.21600/-
2 <sup>nd</sup> Installment	End of 3 <sup>rd</sup> Semester	30 <sup>th</sup> November	Rs.21600/-
3 <sup>rd</sup> & final Installment	End of 4 <sup>th</sup> Semester	30 <sup>th</sup> April	Rs.21800/-