



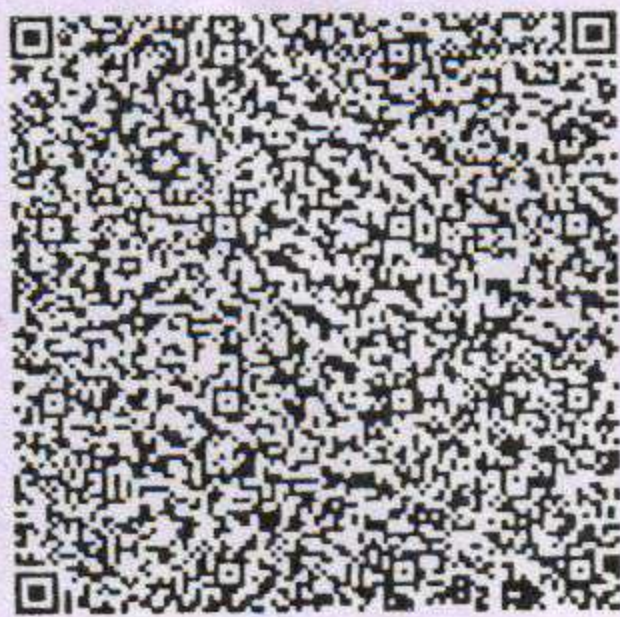
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL99617569914862R
Certificate Issued Date	: 07-Jun-2019 09:09 AM
Account Reference	: IMPACC (IV)/ dl721003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL72100304964952242438R
Purchased by	: IL AND FS SKILLS DEV CORPORATION LIMITED
Description of Document	: Article Others
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: IL AND FS SKILLS DEV CORPORATION LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: IL AND FS SKILLS DEV CORPORATION LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Sir,

Sending the copy of MoU
for your expert advise
and on its contents. Please
do the vetting of this draft.

[Signature]
24/06/19

Please write or type below this line

AGREEMENT

[Signature] (A/C)

This Agreement (hereinafter referred to as an "Agreement") is being executed on this 20th day May 2019 at Delhi

BETWEEN

IL&FS Skills Development Corporation Limited, a company incorporated under the Companies Act, 1956 and having its registered office at D-114, Okhla Industrial Area, Phase-I, New Delhi – 110020 hereinafter referred to as "**IL&FS Skills**" (which expression shall include its subsidiaries, associates, affiliates, and legal assigns and successors;) of the **FIRST PART**

[Signature]

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



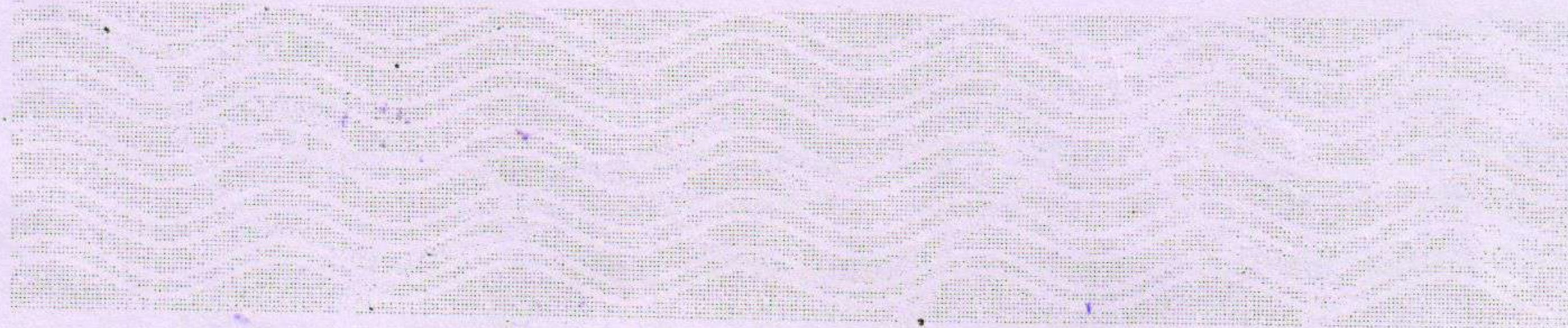
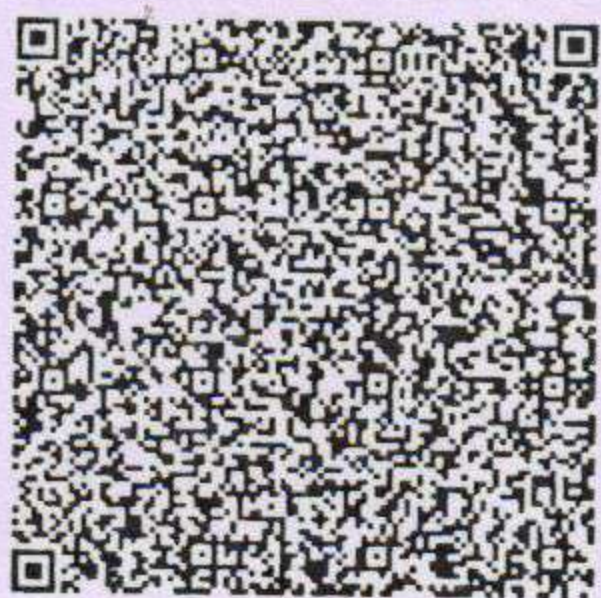
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Stamp Duty Paid By	: IL AND FS SKILLS DEV CORPORATION LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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AND

The Teerthanker Mahaveer University is a society, registered under the Society Act 1958, having its registered office at NH 24, Delhi Road, Moradabad – 244001 (UP) hereinafter referred to as “**TMU**” (which expression shall include its subsidiaries, associates, affiliates, and legal assigns and successors ;) of the **SECOND PART**.

IL&FS Skills and TMU shall hereinafter be together referred to as “**Parties**” and individually as “**Party**” as the context may require.

Signature

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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at “www.shcilestamp.com”. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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3. In case of any discrepancy please inform the Competent Authority.

WHEREAS

- (A) IL&FS Skills, is engaged in the business of establishing, managing and operating facilities / skill schools for capacity building and skill development of unskilled and semi-skilled youth in various trades / sectors of industry including textile, construction, leather and leather products, automotive and auto components and logistics, general engineering and service sector etc.;
 - (B) IL&FS Skills has been set up by IL&FS Education and Technologies Services Ltd. (IL&FS Education) and National Skill Development Corporation (NSDC) with the object of developing unskilled and semi-skilled labour force into productive and skilled labour and to establish, manage, run and support institutes and polytechnics for achieving this objective in various parts of the country.
 - (C) NSDC* has been set up under Ministry of Finance, Government of India to promote Public Private Partnership (PPP) models in skill development. 18 Central Government Ministries and State Government have been taken up Scheme for Placement Linked Skill Development Programme. Ministry of Human Resource Development (HRD) has launched NVEQF (National Vocational Educational Qualification Framework) and Community College Scheme to integrate vocational skills into main stream of education. All India Council of Technical Education (AICTE) has introduced Bachelor Degree in Vocational Education (B-Voc). All these measures expected to enhance the employability of Indian youth and meet the shortage of skilled manpower for the sunrise knowledge.
- IL&FS Skills has established knowledge partnership with sector specific international and national institutions and industry associations to ensure the training programme are relevant to the job project. Since placement is the pre-requisite for commencement of training, agreement has been executed with the leading industry for placement of trained candidates. Technical competency has been created by designing multi-media content for 26 different programmes. A scientifically designed Training of Trainer (ToT) has been institutionalized. The contribution in skill development has been recognized as one of the best practices within and outside the country.
- (D) IL&FS Skills is setting up the IL&FS Institute of Skills (IIS) across the country which would provide Skills training based on the skill demand of that particular region. It also focuses on some of the high growth sectors on an all India basis and eventually seeks to provide skilled manpower for the global markets. The IL&FS Institute of Skills have demand led training approach, developed through multi stakeholder partnerships, have quality infrastructure and ensure quality in the training process by using technology innovatively;



- (E) TeerthankerMahaveer University (TMU) is a Jain Minority State Private University established by Act No. 30 of 2008 of the Government of Uttar Pradesh and has been approved by University Grants Commission (UGC) under Section 2(f) of UGC Act, 1956. The university is located on National Highway-24 and is barely 144 Kms from National Capital, New Delhi. The University stand committed to the ideals of Lord Mahaveer i.e. Right Philosophy, Right Knowledge, and Right Conduct in all its operations and aspires to be recognized as an ultimate destination for world-class education. The university offers wide range of programs having high employability potential through its fifteen on campus colleges and seven independent teaching departments. The university has made extensive collaborative arrangements with leading national and international institutions to ensure quality. The University is committed to taking initiatives in Skill Development. The partnership between IL&FS Skills and TMU could support enhance the employability skills for large number of youth inside and outside the University campus.
- (F) The TMU is interested to partner with the IL&FS Skills in the initiative of placement linked skill development programme by way of providing building Infrastructure, and jointly develop and offer University Certified Skills Development programs.
- (G) The Parties desire to structure a relationship and enter into this Agreement so as to offer customized, client-specific training programs relating to the Industry, for which both the Parties shall deploy their core competencies.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

(1) DEFINITIONS AND INTERPRETATIONS

In this Agreement, in addition to the words and expressions above, unless there is something in the subject or context inconsistent therewith, the following expressions shall have the following meanings.

- i. **Agreement** means this Agreement together with any amendments or modifications hereto attached provided that such amendments and modifications have been executed in accordance with the procedures specified in this Agreement.
- ii. **Approvals** means Government of India's or State Government's or any statutory body(s) permission, consents, validations, confirmations, licenses and other authorization required to be obtained in order to implement the provisions of this Agreement, including all permissions/authorization from the Reserve Bank of India.
- iii. **Applicable Law** means the various statutes, delegated legislation (rules, regulations, bye-laws), notifications, binding orders of governmental or statutory authorities, as and to the extent the same is applicable to the Parties and the



substratum of this Agreement.

- iv. **Associate** means, in relation to a Party, any corporate entity or Person controlled, directly or indirectly, by that Party, or any corporate entity or Person under common control with that Party. 'Control' for the purpose of this definition shall mean the beneficial ownership directly or indirectly of more than 50% of the voting securities of such entity/Person or controlling the majority of the composition of the Board of Directors or power to direct the management or policies of such entity/Person by contract or otherwise.
- v. **"Fees"** means the training fees, hostel charges and other receipts that may be collected from the Trainees but shall not include any taxes payable on this receipts
- vi. **Industry** means the industrial sector and / or services sector, including organized as well as unorganized businesses
- vii. **Infrastructure** means premises provided by the TMU as detailed in Schedule II of this Agreement for conducting Training Programme
- viii. **IL&FS Institute of Skills (IIS)** means one stop vocational training institution providing training in different skills on need basis (for e.g. Textiles, Leather, Services, Engineering , Construction Sector, Banking and Finance , Soft Skills, etc.).
- ix. **Multi-Media Training Content** means an interactive movie like instructional material installed in the K-Yan and used by the Trainers for training beneficiaries under this Agreement
- x. **Other Facilitating Support** means arranging community sensitization, industry engagement, providing machinery, equipments, lab etc. by the TMU as required under the Training Programme
- xi. **Person** means and includes any Company, association or persons, body of individuals, whether incorporated or not.
- xii. **Revenue** means the training fees, course fees and other receipts that may be collected from the Trainees or otherwise net off taxes or any statutory dues
- xiii. **Successful Completion** by a Trainee means the Trainee has attended the Training Programme as per the norms set by IL&FS Skills, passed all the qualifying tests and has been assessed successful by the assessing agency / Person appointed by IL&FS Skills for this purpose
- xiv. **Training Programme** means a programme, organized by the IL&FS Skills to train Trainees in accordance with the terms of this Agreement. The training program could be under any of State and / or Central Government funded schemes, Corporate Social Responsibility (CSR) funding and Self – Paid by the candidates.
- xv. **Trainees** means individuals selected for the Training Programmes and imparted training by IL&FS Skills in terms hereof.

(2) INTERPRETATION

This Agreement will be interpreted, based on the following principles:

- (a) All interpretation shall secure and implement the primary object of this Agreement set out in Clause 1
- (b) This Agreement reflects the complete understanding as on the date of its execution



amongst the Parties for the Services to be rendered by the TMU and IL&FS Skills.

- (c) Where any act, matter or thing is required by this Agreement to be performed or carried out on a certain day and that day is not a business day then that act, matter or thing shall be carried out or performed on the next following business day
- (d) Headings are for convenience only and shall not affect the interpretation of a Clause
- (e) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings
- (f) Words importing the singular shall include plural and vice versa
- (g) Words denoting individual shall include corporations and vice versa
- (h) *Words denoting any gender shall include all genders

(3) OBJECTIVE

The Parties shall exert their commercially reasonable efforts to perform their obligations and responsibilities under this Agreement in a timely and efficient manner and in accordance with the timelines agreed upon between them. Each Party agrees to collaborate with the other Party by informing and to provide reasonable assistance, access and information to the other Party where reasonably required to enable such other Party to perform its roles and obligations. The Parties *will work together closely right from the concept to commissioning and operation of the Institute.*

(4) RESPONSIBILITIES OF IL&FS SKILLS

Under this Agreement, IL&FS Skills shall undertake the following responsibilities at its sole cost and expense:

- (i) Identification and selection of trainees
- (ii) Advertising of the Training Programme and mobilisation of candidates for the Training Program.
- (iii) Prepare and finalize the content, course and training schedule for the Training Program.
- (iv) Investment in plant and machinery, refurbishment of the building training aids etc , if required to equip the labs for the courses to be run at TMU campus
- (v) Actual conduct of training, facilitation of assessment and certification by third party agency like SSC, University or Industry Association
- (vi) Assist Trainees in finding suitable jobs and facilitate the Trainees to relocate to the places where they are offered employment.

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- (vii) Providing study material, uniform and toolkit to Trainees, as required for the purpose of the Training Program
- (viii) Setup a Skills Training Centre at TMU campus; the center would be used for:
 - (a) Certificate and Diploma level placement skill linked training programs
 - (b) Developing and offering artisan training program for identified local crafts
 - (c) Offering Courses under NVQEF / NSQF with on job trainings in relevant industry and / or other courses as per industry demand
 - (d) Developing innovative models for skill development of Self Employment
- (ix) IL&FS Skills would jointly develop models of remote program or blended delivery through distance learning and/or use of technology
- (x) IL&FS Skills would develop a community college under AICTE regulations after due approval.

(5) RESPONSIBILITIES OF TMU

- (a) Providing suitable ready to use infrastructure like electricity, water supply etc. on actual reimbursement basis.

(6) FINANCIAL CONSIDERATION

- (1) IL&FS Skills shall pay to TMU in the following manner for Self Paid Programs :
 20 % revenue share of the fee for the enrolled students batch wise in self paid program. If any student does not happen to pay full fee. In that case TMU management wants one on one discussion. The database of the students shall be shared by IL&FS Skills with the TMU on quarterly basis in a transparent and mutually agreed manner. Invoices of payment against fee would be raised by TMU on a quarterly basis based on the database shared by IL&FS Skills, who in turn would release due payment to TMU within thirty (30) days of receipt of invoice.
- (2) IL&FS Skills shall pay to TMU in the following manner for Government Programs and other Govt Schemes :
 20% of the Fees of training completed student's batch wise .The database of the trainees shall be shared by IL&FS Skills with the TMU on quarterly basis in a transparent and mutually agreed manner. Invoices of payment against realized fee would be raised by TMU on a quarterly basis based on the data provided by IL&FS Skills, who in turn would release due payment to TMU within thirty (30) days of receipt of invoice.

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(7) AUDIT AND COMPLIANCE

The TMU shall cooperate with IL&FS Skills and provide all assistance to enable auditors of IL&FS Skills and /or First Party, agency appointed by First Party, and accrediting agencies of the Project, and / or financing agencies of the concerned Project, if applicable, to view the facility or conduct inspection of Training Program, records and/or the premises provided by the TMU for the training.

(8) NOT TO UNDERTAKE COMPETING BUSINESS:

- a) During the effectiveness of this Agreement and till expiry of twelve months thereafter, the TMU, shall not directly or indirectly, carry on or be engaged or interested in any business competing with the business of IL&FS Skills in relation to skill development and / or vocational training and shall not solicit, the customer, who is or has been at any time a customer of IL&FS Skills for the purpose of offering to that Person the services similar to or competing with the business in the States wherein the Training Programme shall be carried out as per the terms of this Agreement.
- b) The TMU shall not apply for any registration, accreditation or certification of the Training Programmes, carried under and in accordance with the provisions of this Agreement, under any of the Government Scheme or any other Project/ programme without prior permission of IL&FS Skills.

(9) INTELLECTUAL PROPERTY RIGHTS

- (i) The TMU disclaims any right to or interest in IL&FS Skills trademark/s and copyrights relating to the methods, the programs, courseware, operation manuals, information, material and services made available by IL&FS Skills hereunder and the goodwill derived there from and further agrees not to divulge or disclose information, procedures, technical and other information and programs made available by IL&FS Skills confidential or proprietary to IL&FS Skills..

(10) CONFIDENTIALITY

- (i) TMU shall not either during the tenure of this arrangement or after completion of services, disclose any proprietary or confidential or classified information relating to the project/activities/tasks/ business/operations of IL&FS Skills or its group companies without consent of the IL&FS Skills or its group companies.

(11) INDEMNIFICATION:

IL&FS Skills shall be under no legal obligation to indemnify or hold harmless, any third party, for any damage such third party might suffer, which may be related to the services provided by the TMU under this Agreement. TMU hereby declares and irrevocably undertakes that it shall defend, hold harmless and indemnify the IL&FS Skills against all loss, damage or claims or other lawsuits or proceedings that may arise out of breach of any of its obligations under this Agreement, including those

arising out of any accident that occur during or in relation to the services and assume full responsibility for the payment of indemnification, penalties, attorneys' fees, legal costs and other charges.

(12) MODIFICATION:

- a) This Agreement may be modified, through a written document signed by duly authorized representatives of both Parties.
- b) In the event the TMU is required to withdraw its support for any reason beyond its control, the TMU shall provide at least 90 days prior written notice in that regard to IL&FS Skills and obtain its prior approval before withdrawal of support. The TMU shall continue its activities during the above notice period in such a manner, which shall not prejudicially affect the interest of IL&FS Skills.

(13) DISPUTE RESOLUTION:

- (a) All disputes arising out of or in connection with this Agreement shall be finally settled by arbitration to be conducted as per the Arbitration and Conciliation Act, 1996 and rules made thereunder. The place of the arbitration shall be Moradabad. The language of the arbitration shall be English. The arbitration proceedings shall be conducted by a sole arbitrator to be mutually appointed by the Parties.
- (b) This Agreement shall be governed by the laws of India. The Parties hereby irrevocably submit to the exclusive jurisdiction of courts at Moradabad only.

(14) FORCE MAJEURE

The Parties hereto agree that a Force Majeure Event shall mean any unforeseeable act or event that prevents the affected Party from performing its obligations under this Agreement or complying with any conditions required by the other Party under this Agreement and such act or event is beyond the reasonable control and not because of any fault of the affected Party. Neither Party hereto shall be considered in breach hereof or in default if it fails to perform or observe any or all of the terms of this Agreement resulting directly or indirectly, from any Force Majeure Event such as, but not limited to, acts of God, Civil or Military authority, acts of Government, acts of Public Enemy, war, riots, explosion, earthquake, flood, storm, lightning strike, etc. In such a case the affected Party shall notify the other Party of the occurrence of such Force Majeure Event and should as a consequence, the performance under this Agreement be prevented for a period longer than 30 days, then the other Party shall have the right to terminate this Agreement.



(15) TERM AND TERMINATION:

This arrangement is valid unless terminated. Any of the party, may terminate this arrangement by giving 30 days notice in advance. Upon termination TMU shall handover all assets provided by IL&FS Skills or its group companies and handover all registers, documents and supporting papers related to the conduct of training programme. Upon termination all active batches and projects will be completed and will not have affect of termination till batches and projects closed

(16) EFFECTIVE

This Agreement is effective from 1st April 2018 and valid till 31st March 2020

(17) SEVERABILITY

If any of provision of this or the application in any particular circumstance is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision hereof. This Agreement shall, in such circumstances, be deemed modified to the extent necessary to render enforceable the provisions hereof to the fullest extent permitted by law.

(18) NOTICE

All notices required or permitted by, or made pursuant to, this Agreement shall be in writing and shall be sent by facsimile or by registered, first class airmail, return receipt requested and postage prepaid, to the following addresses addressed to the representatives of the Parties signing this Agreement.

If to IL&FS Skills:

Name:-

IL&FS Skills Development Corporation Limited
2nd Floor, NTBCL Building, Toll Plaza, DND Flyway

Noida:- 201301

Uttar Pradesh

Phone : 0120-2459200;

Fax : 0120-2459201

If to TMU

Name Teerthanker Mahaveer University


Address NH 24, Delhi Road, Moradabad – 244001 (UP)

Contact details

All such notices shall be deemed to have been received as follows:

- (a) if by facsimile, twenty-four (24) hours after transmission, and
- (b) if by registered, first class airmail, upon receipt of acknowledgement of delivery.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR
RESPECTIVE HANDS ON THE DAY MONTH & YEAR FIRST ABOVE WRITTEN**

For IL&FS Skills Development Corporation Ltd.	For Teerthanker Mahaveer University
	

Witnesses:

(1)

(2)

SCHEDULE-I (REVENUE SHARE)

FINANCIAL CONSIDERATION

IL&FS Skills shall pay to the TMU -

(1) IL&FS Skills shall pay to TMU in the following manner for Self Paid Programs :

20 % revenue share of the fee for the enrolled students batch wise in self paid program. If any candidate does not happen to pay full fee. In that case TMU management wants one on one discussion. The database of the students shall be shared by IL&FS Skills with the TMU on quarterly basis in a transparent and mutually agreed manner. Invoices of payment against fee would be raised by TMU on a quarterly basis based on the database shared by IL&FS Skills, who in turn would release due payment to TMU within thirty (30) days of receipt of invoice.

(2) IL&FS Skills shall pay to TMU in the following manner for Government Programs and other Govt Schemes :

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SCHEDULE-II

LIST OF PLANT & MACHINERY/EQUIPMENT/AIDS FOR TRAINING AS PROVIDED BY IL&FS Skills

IL&FS Skills shall provide the following plant & machinery/equipment/training aids ("Assets") to conduct the program:

K-Yan (1 per classroom), which combines the functions of a multimedia computer, DVD/VCD/CD Player, CD writer, LCD projector, Internet surfing, video conferencing and a visual audio studio system in a single compact unit.

Any other plant and machinery as per the needs of and the centre.

While the Assets if supplied by IL&FS Skills shall be the property of IL&FS Skills, TMU shall be responsible for its safe custody, routine maintenance and return thereof in good condition, subject to normal wear and tear, upon termination of this contract.

TMU shall ensure the good condition of assets (machines, training and resource material, hardware and software) provided by IL&FS Skills for the Training Programmes, and ensure that such assets shall remain free of encumbrance to any bank from which the TMU may have or would avail finance for its business.

Insurance, annual maintenance contract for the Assets if supplied by IL&FS Skills /K-Yan and supporting infrastructure if supplied by IL&FS Skills as per the requirement shall be the responsibility of IL&FS Skills.

INFRASTRUCTURE PROVIDED BY THE TMU:

The TMU shall provide training venue comprising of about 10000 sq. ft. having providing facilities like furniture, fixture e.t.c. for broadband internet connectivity in the training venue as per the requirements of the IL&FS Skills

Other Facilitating Support attached, if any.

