

Agreement for Block Center

“Sarv Rojgar Yojna, Har Ghar Rojgar, Rojgar Hamari Pehchan” (PATHWAY FOUNDATION)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) signed thisday of, 2019 between **M/s Pathway Foundation**, having office at B-23, Sector-2, Noida, Uttar Pradesh- 201301, **hereafter known as Party 1st** .

AND

M/s, having office at, **hereinafter known as Party 2nd**.

Following agreements have been mutually agreed upon by above mentioned two parties (First Party and Second Party) which are legally binding on both parties as noted above.

1. A variety of Industry Specific Skill Development and Deployment Projects The “Sarv Rojgar Pehchan” Application will be executed by M/S.(Second Party) for the purpose of providing the training and placement With all facilities to the students, training to the all staff members would be provided under Foundation training programs.
2. The said Pathway Foundation Industry specific training programme shall be conducted at the premises of Ms **Party 2nd** premises with suitable size hall with necessary office space, classroom facility , Internet connection and recommendations of supporting staff.
3. The 2nd Party would put up the signage/board/Advertisement Material of Party 1st on display inside & outside of the Premises as per Pathway Foundation Norms.
4. That Party 2nd shall extend their resources to Party 1st and utilize their contacts and expertise to promote these training programs through its database network, PR, etc. Party

- 2nd may recommend the necessary person to do counseling to prospective persons to convert into taking admission and promotions.
5. The “SARV ROJGAR YOJNA” would be conducted online model of Pathway Foundation scheme wherein the staff would deliver the training session centrally and the Employee at different hub-centers would participate/attend the sessions. The **1stParty**(Pathway Foundation) shall conduct the course with required Trainers and other training resources. The working capital for Trainers salaries and other study materials is to be borne by **1stParty**. The e-Learning technology support would be provided by the **1st party** to the enrolled Employee/learners.
 6. The **2nd party** shall be paid to the first party (Pathway Foundation) as Franchise fees 50,000/- refundable on the successfully completed of the projects minimum period of one year min. target 360 students per batch per year otherwise not and Trust will be given 2,000/- per students to the concern center after successfully deployment to industries for successfully run this projects and Salary and selections of staff will be provided by the party 1st (Pathway).
 7. The **Party 2nd** shall facilitate the training session by way of providing the facilitators in the class that would guide/help the Trainers taking the sessions effectively. They would have reasonable understanding of Projects being covered. The **party 2nd** will not get/hire such employee directly and would be responsible for payment to such **facilitators**.
 8. The party 2nd shall be provide necessary infrastructure like Classrooms/Labs with facilities like, Computer systems, Furniture’s, white board, Internet connectivity, projector, Water Cooler and other facility washroom, parking as per Pathway Foundation Norms.
 9. The party 1st shall evaluate and manage the staff performance and suitably grade the staff at the end of the every month as per Pathway Foundation Norms. They would award the certificate to successful Employee by Pathway Foundation.
 10. The Party 2nd shall collect the fees in the form of DD/Cheque/ Cash and other charges and share the fee with First Party. The Party 2nd would receive the total of 100 percent of total fee collected every days or daily basis from their employees and handover to the first party by next day by Account Transfer. In case, the students pays the fee in cash at the center of party 2nd , the amount would be handed over to party 1st Pathway Account.
 11. From time-to-time there may be revision in fees structure and other norms made by Pathway Foundation which shall be decided by party 1st .

12. In the Interest of Employee/Participants and professional ethics, both the above Parties would have to complete the Projects/training workshops that have been accepted from the clients/Employee as per the above clauses, even in case of any areas of disagreements/ issues between the two parties.
13. If there is any other requirement for the successful running of the Projects, the same shall be mutually discussed and shared for the effective solution.
14. That this MOU keeps both Party 1st and Party 2nd independent and individual in all aspects and does not share each other's liabilities and expenses.
15. This MOU between parties is valid for a period of one year from the date of signing. The time period can be extended with mutual consent as per Pathway Foundation Norms. This project will be for three years minimum and can be extended.
16. This MOU can be terminated by either party in case there is no viable progress in implementing the proposals by giving notice till complete of the particular projects / training and Deployments.
17. The Party 2nd MOU will be terminated immediately if any centers found any misconduct or illegal offenses i.e. collecting extra fees either from students or employees. In this case security money not be refundable.
18. The MOU is limited to implementation of decided programme alone and will not encroach on the independence of each party in all matters.
19. That in case of any dispute, first arbitration route will be followed failing which, Delhi /Noida Courts will have full and final jurisdiction.

<p>Mr. (Party 2nd)</p>	<p>(Mr. Varun Kumar) Pathway Foundation “Sarv Rojgar Pehchan” B-23, Sector-2, Noida-201301 (Party 1st)</p>
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Witness 1

Witness 2

Annexure 1.

Role and Responsibility of Block level training centers:

- **Total shared amount will be 50% (INR 5000/-) given to the Block centers of total students Fees 10,000/-**
- **Mobilization for students admissions**
- **Recommendation of centers staff selection.**
- **Conducting training at centers, assuring completion of training, timing, quality of training, feedback etc.**
- **Assessments conducting for training centers**
- **Advertising for admission and placement**
- **Media coverage's and monitoring to the district office**
- **Reporting (hard copy send to the district office and softcopy send via email or Google drive.**
- **Staff and students attendance**
- **Branding and advertising**
- **Fees will be transferred in “Pathway Foundation” accounts.**

1. Specific activities under this MOU will be identified through consultation between the two parties but not the any others

2.