

Agreement for District Center cum monitoring offices

Sarv Rojgar Yojna,

(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 First Party** .

AND

M/s, having office at, **hereinafter known as Second Party**

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 Yojna 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 **Second Party** 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 First Party on display inside & outside of the Premises as per Pathway Foundation Norms.

4. The 2nd Party will be all monitoring of overall block level training centers in the terms of infrastructure set ups, qualitative training, syllabus covered, assessments, advertisements, staff attendance and salary report, fees collection and deposition to the trust on time to time and follow Annexure 1.
5. That Second Party shall extend their resources to First Party and utilize their contacts and expertise to promote these training programs through its database network, PR, etc. Second Party may recommend the necessary person to do counseling to prospective persons to convert into taking admission and promotions.
6. 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 **First Party** (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 **First Party** . The e-Learning technology support would be provided by the **First Party** to the enrolled Employee/learners.
7. The **Second Party** shall be paid to the first party (Pathway Foundation) as Franchise fees 2,00,000/- refundable on the successfully completed of the projects minimum period of one year (At least 7200 Admission in a year) otherwise not, and Trust will be given 300/- per students of all students of all blocks level centers and concern self-center after successfully deployment to industries for successfully run this projects and Salary and selections of staff will be provided by the First Party (Pathway). The second party will be responsible for opening the block centers with all terms and conditions of Pathway Foundation.
8. The **Second Party** 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 **Second Party** will not get/hire such employee directly and would be responsible for payment to such **facilitators**.
9. The Second Party 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.

10. The First Party 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.
11. The Second Party shall collect the fees in the form of DD/Cheque/ Cash and other charges and share the fee with First Party. The Second Party 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 Second Party , the amount would be handed over to First Party Pathway Account.
12. From time-to-time there may be revision in fees structure and other norms made by Pathway Foundation which shall be decided by First Party.
13. 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.
14. 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.
15. That this MOU keeps both First Party and Second Party independent and individual in all aspects and does not share each other's liabilities and expenses.
16. 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.
17. 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.
18. The Second Party 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.
19. The MOU is limited to implementation of decided programme alone and will not encroach on the independence of each party in all matters.

20. That in case of any dispute, first arbitration route will be followed failing which, Delhi /Noida Courts will have full and final jurisdiction.

Mr. (Second Party)	(Mr. Varun Kumar) Pathway Foundation B-23, Sector-2, Noida-201301 (First Party)
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Witness 1

Witness 2

Annexure 1.

Role and Responsibility of District training centers:

- **Total shared amount will be 3% (INR 300/-) given to the District centers of total students Fees INR 10,000/-**
- **Whole monitoring of all block level training centers i.e. completion of training, timing, quality of education, feedback etc.**
- **District center all expenses of their office will be bared by second party.**
- **Marketing for admission and expanses bared by district center**
- **Placement Assistance and facilities will be provided by district level**
- **Assessments conducting for training centers**
- **Advertising for admission and placement expanses by district center**
- **Media coverage's and monitoring for ethics**
- **Reporting**
- **Mobilization for students admissions**
- **Recommendation of centers staff selection.**
- **Conducting training at centers, assuring completion of training, timing, quality of training, feedback etc.**
- **Reporting (hard copy send to the state office and softcopy send via email or Google drive.)**
- **Staff and students attendance**
- **Branding and advertising**
- **Fees will be transferred in “Pathway Foundation” accounts.**