



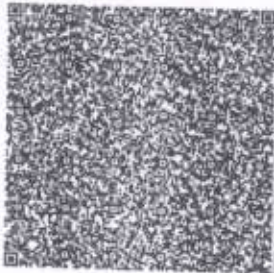
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# INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

## e-Stamp

Certificate No.	: IN-DL62280671914086P
Certificate Issued Date	: 11-Dec-2017 01:30 PM
Account Reference	: IMPACC (IV)/ dl971603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL97160327467104634779P
Purchased by	: FOUNDATION OF MODERN STUDIES AND SOCIAL WELFARE
Description of Document	: Article 58 Memorandum of Settlement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MAULANA AZAD EDUCATION FOUNDATION
Second Party	: FOUNDATION OF MODERN STUDIES AND SOCIAL WELFARE
Stamp Duty Paid By	: FOUNDATION OF MODERN STUDIES AND SOCIAL WELFARE
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

Memorandum of Understanding (MoU) executed on 11 December, 2017

Between

Maulana Azad Education Foundation (MAEF)

&

M/s Foundation of Modern Studies and Social Welfare

Secretary & CEO  
Maulana Azad Education Foundation

(For MAEF)

Statutory Alert:

Gen Secretary  
Foundation of Modern Studies  
And Social Welfare

This Memorandum of Understanding is executed at New Delhi on 19<sup>th</sup> day of December, Two Thousand and Seventeen (herein after called MoU), between

**Maulana Azad Education Foundation (MAEF)**, under aegis of Ministry of Minority Affairs, New Delhi, represented by **Sh. Rizwanur Rahman**, CEO & Secretary, MAEF hereinafter called the First Party, which term and expression shall mean and include, unless repugnant to the context, its successors, assignees, administrators of the **First Party (authorized to sign the MoU as per delegation)**.


And

**M/s. Foundation of Modern Studies and Social Welfare** represented by **Sh. Amaresh Nath, Secretary**, which term and expression shall mean and include, unless repugnant to the context, its successors, assignees, administrators of the Second Party. **M/s Foundation of Modern Studies and Social Welfare** is registered as Society under Societies Registration Act 1860 having its Registered Office at E - 2A, GF, **Nawada Housing Complex, Near BOB, Dwaraka Mor, Uttam Nagar, New Delhi - 110059** hereinafter referred to as "**Project Implementing Agency or PIA**" (which expression shall unless repugnant to the context or meaning thereof includes its successor and assignees).

1. All the parties mentioned above shall be jointly referred to as "Parties" under this MoU.
2. Purpose of MoU-
  - 2.1. Gharib Nawaz Skill Development Training for Minorities scheme of MAEF has been allocated for Minority Communities, which requires a specific focus with tailor-made institutional arrangements to work as delivery mechanism for providing top quality skills training as per the demand of the market. It will provide a unique opportunity to students who have dropped out to avail the benefit of quality training in market determined skills, at the door-steps on voluntary basis, which would further accelerate the process of their gainful integration with the workforce of the entire country.
  - 2.2. This MoU establishes a framework for execution of "**Gharib Nawaz Skill Development Training for Minorities**" scheme under the MAEF as per its Guidelines, (as may be amended from time to time). It sets out the role and responsibilities of each of the parties for achievement of common objectives of Gharib Nawaz Skill Development Training for Minorities scheme of MAEF.
  - 2.3. All parties hereby affirm that they shall work towards the implementation of the project MoU in letter and spirit, and with highest professional ethics.

  
**Secretary & CEO**  
**Maulana Azad Education Foundation**

(For MAEF)

  
(For PIA)

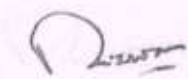
**Whereas**

**Trade/ Job Role and Training Cost**

1. In order to implement the Gharib Nawaz Skill Development Training for Minorities of MAEF in **Delhi - 600 Trainees and Sikkim - 500 trainees**, MAEF agrees to provide financial assistance by way of extending the cost of providing skill development training to be released in installments for implementation of the said scheme. The training cost per candidate will be sanctioned as per the Common Norms Notification issued by the Ministry of Skill Development & Entrepreneurship, from time to time. This covers all direct/ indirect costs related to the training programme mobilization, orientation, training for skills & specific training for Entrepreneurship Development Programmes, IT, Soft Skills, placement, post placement tracking etc. are amongst the other specified taxes as may be applicable. The stipend of **Rs.1500/- per month per trainee for maximum three months** will be transferred to the beneficiaries bank accounts directly from MAEF and post placement support will also be given to all placed candidates for **2 months** after placement, **@Rs.2000/- (Rupees Two Thousand Only)** per month by MAEF. The post placement support amount will also be transferred to the beneficiary's bank account directly by MAEF. **Foundation of Modern Studies and Social Welfare** has been designated as Project Implementation Agency subject to the terms and conditions hereunder:

A. The Gharib Nawaz Skill Development Training for Minorities scheme would be organized in **Delhi - 600 Trainees and Sikkim - 500 trainees** by setting up the Skill Training Centre, so that the target group can be imparted Skill Development training,

B. **Foundation of Modern Studies and Social Welfare** as a part of its commitment towards Gharib Nawaz Skill Development programme for persons belonging to Minority communities, has agreed to implement for **1100 trainees belonging to Minority Communities** at the total cost of **Rs.2,53,12,500.00/- (Rupees Two Crore Fifty Three Lakh Twelve Thousand Five Hundred Only)** covering all direct/ indirect costs related to the training programme mobilization, orientation, training for skills & specific training for Entrepreneurship Development Programmes, IT/ Soft Skills related with employment, trades, certification, placement, post placement tracking etc. are amongst the other specified taxes as may be applicable. The details of training cost for **1100** are as under -



(For MAEF)  
Secretary & CEO  
Maulana Azad Education Foundation



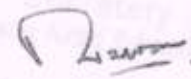
(For PIA)  
Gen. Secretary  
Foundation of Modern Studies  
And Social Welfare

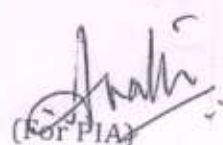
### Trade/ Job Role and Training Cost

S. No.	State(s)	Sector(s)	Job Role/ Trade	QP Code & NSQF Level	Cost Category as per Common Norms	Training Duration (In Hrs.)	Training Cost per trainees per Hour (In Rs.)	Total Training Cost per Trainee (In Rs.)	No. of Trainees	Total Train Cost (INR)
1	Delhi	IT&ITeS	Web Designing & Publication Assistant	ICT 707, Level 3	II	1,000	36.30	36,300.00	350	1,27,05,000
2	Delhi	IT&ITeS	Domestic Data entry Operator	SSC/Q2212, Level 4	II	400	36.30	14,520.00	250	36,30,000.00
3	Sikkim	IT&ITeS	DTP and Print Publishing Assistant	ICT 702, Level - 3	II	500	39.90	19,950.00	250	49,87,500.00
4	Sikkim	IT&ITeS	Domestic Data entry Operator	SSC/Q2212, Level 4	II	400	39.90	15,960.00	250	39,90,000.00
<b>Total</b>									<b>1,100</b>	<b>2,53,12,500.00</b>

\*Additional Support for Special Areas - Training in Special Areas: Over and above the Base Cost, an additional amount equal to 10% of the Base Cost should be permitted for Skill Development programmes conducted in the North Eastern States, Jammu & Kashmir, Himachal Pradesh, Uttarakhand, Andaman & Nicobar Islands, Lakshadweep and districts affected by Left Wing Extremism (LWE) as identified by the M/O Home Affairs for the Integrated Action Plan (hereinafter referred to as "Special Areas"). (Clause 5.1 - Common Norms).

- C. The funds for the implementation of the program shall be released by the MAEF, based on the milestones defined in MAEF guidelines/ LOI/MOU, which is an integral part of the MOU, and has to be followed in totality.
- D. The project shall be known as "Gharib Nawaz Skill Development Training for Minorities".
- E. Now, therefore, parties in order to pursue the common objectives, have agreed to impart **Skill Development trainings in following trades** primarily leading to employment for the candidates belonging to minorities in **Delhi - 600 Trainees and Sikkim - 500 trainees** as sanctioned by MAEF;
- F. The parties have mutually agreed to pool their resources together for the benefit of persons belonging to Minorities to equip the trainees for placing all of them in Wage employment / Self-employment on the basis of the requirements of the local market conditions. The parties mutually agreed to terms and conditions recorded hereunder.

  
 (For MAEF)  
 Secretary &  
 Maulana Azad Education Foundation

  
 (For PIA)  
 Gen Secretary  
 Foundation of Modern Studies  
 And Societies

## 1. OBLIGATIONS OF THE PARTIES

1.1 **Foundation of Modern Studies and Social Welfare** agrees to implement the programme, and shall:-

- a. Ensure the compliance of all the terms & conditions as stipulated under the **Letter of Intent (LOI)** issued by MAEF, which is an integral part of this MOU. A copy of the same is enclosed as **annexure - I**. The detailed & precise guidelines for implementation of the Gharib Nawaz Skill Development Training for Minorities are further defined in the **annexure - II**, enclosed herewith. The guidelines / Common Norms issued by Ministry of Skill Development & Entrepreneurship, from time to time have to be followed carefully in letter and spirit, as it provides the main operational framework, binding on all the PIAs.
- b. The PIA will commence the skill development training programme within **60 days** from the date of signing of the MoU.
- c. Ensure at all times to manage, maintain, plan and carry out the operations in accordance with the sound, technical and financial practices and under the supervision of experienced and competent staff in adequate number, and with active participation of beneficiaries. **Foundation of Modern Studies and Social Welfare** shall furnish details of project implementation structure (Personnel & Systems) to be put in place by them to MAEF immediately on signing of the MOU.
- d. Identify and mobilize the number of beneficiaries to be trained as per the eligibility defined by the concerned job role in line with National Standard Qualification Framework (NSQF).
- e. Furnish the details to MAEF of any and all such information and reports including physical & financial progress reports on the use of the Grant funds as well as on the implementation of the Programme, as per the prescribed time schedule, or as and when sought, as mentioned in MAEF LOI, which as mentioned above is also an integral part of the MOU.
- f. Of its own accord, promptly, inform MAEF of any and all modifications of the Articles of Association and of other regulations applicable to it, within 30 days from such changes of any and all changes in its management and of any and all circumstances that are likely to preclude or seriously jeopardize the accomplishment of the purpose of this Agreement.
- g. Submit to MAEF physical and financial periodic progress reports and upon completion of the project but not later than one (1) month from the closing of the accounting year, its status reports, all financial statements and the pertinent Utilization Certificates of the funds released.
- h. Enable and allow MAEF and / or their representatives at any time to inspect any or all books and records pertinent to the grant funds and its utilization as well as any and all audit and accountants' reports of its own department and external auditors and shall furnish to MAEF any and all such information as MAEF may require from time to time. Allow and facilitate inspection **Foundation of Modern Studies and Social Welfare** financial Statements and records and visit of the sites of the programme implementation by



Secretary & CEO  
Maulana Azad Education Foundation

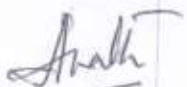
(For MAEF)

  
(For PIA)  
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representatives of MAEF, on request of the latter, at any time, to verify the proper use of financial contribution.

- i. Maintain records in accordance with appropriate and accepted accounting practices reflecting its operation and utilization of grant.
  - j. Open and maintain a separate bank account of the project for implementing the Programme.
  - k. **Foundation of Modern Studies and Social Welfare** will maintain separate books of accounts for this project for the purpose of auditing.
  - l. Get the expenditure incurred from the grant audited by the External or Statutory Auditors of **Foundation of Modern Studies and Social Welfare** in accordance with the appropriate and consistently applied auditing principles in India. Such Auditors will furnish to MAEF at the end of each financial year a certificate to the effect that the accounts have been audited and the grant has been spent on the objects for which it was meant, save as otherwise provided in this agreement. Any unspent balance and accrued interest from there should be reported to MAEF & utilized only for the project.
  - m. Submit detailed report of the work undertaken and completed under the project to MAEF at regular intervals, along with details of the training programmes, trainees and their placements, as the case may be.
  - n. Furnish to MAEF such other information as may be required from time to time.
  - o. The PIA will utilize the training cost only for the intended purpose regarding implementation of the GNSDTM of MAEF, no diversion in this regard would be permitted/allowed.
  - p. Third party assessment will be conducted after completion of the training programme and provide the beneficiaries with a Certificate, on completion of their training, preferably authenticated jointly by Sector Skill Council / DGT/NCVT or any other concerned apex association / body of the industry or any other agency specified by MAEF jointly with it.
  - q. Provide the trainees for placing all of them in self-employment ventures / employment on the basis of the requirements of the local market conditions with primary focus on self-employment and place the data on their own website as well as MAEF website in the format mutually agreed upon by the **Foundation of Modern Studies and Social Welfare** and MAEF and also devise a mechanism to track at least for one year from the date of placement of the beneficiaries and maintain the relevant data base for a minimum period of two years on its website.
  - r. **Foundation of Modern Studies and Social Welfare** should submit the physical & financial progress report of the project in the prescribed format.
  - s. PIA will commence the training programme within three months from the date of signing of the MoU.
- 1.2 MAEF agrees to undertake the followings:
- a. On the request/proposal for release of funds sought by **Foundation of Modern Studies and Social Welfare** MAEF on the basis of the milestones/ pre-requisites defined by MAEF and PIAs are expected to follow it completely in letter and spirit. MAEF would consider

  
Secretary & CEO  
Maulana Azad Education Foundation  
(For MAEF)

  
(For PIA)  
Gen Secretary

- release of funds after due verification and certification of funds requisition letter and / or utilization certificates along with other necessary documents as described in the obligations part of the **Foundation of Modern Studies and Social Welfare & LOI enclosed.**
- b. Design monitoring and sampling model / procedures / format / template for assessment which will be designed, developed and shared between the parties and will form an integral part of this Agreement.
  - c. Verify the financial documents & details of accomplishing the physical targets submitted by **Foundation of Modern Studies and Social Welfare undertake** a random assessment of the employment and placement performance based on the completion reports and also ensure to keep a track by PIA for at least one year of the beneficiaries provided with placement.
  - d. MAEF will monitor the project from time to time though online CCTV cameras, tele-calling and physical inspection of the training centers of PIA by Officials of MAEF.
  - e. MAEF will review the progress of the project periodically and if observed that the performance/programme is not satisfactory, based on the status report submitted after field inspection, it may at once seek refund of unspent balance of the grant and interest earned in the Account from **Foundation of Modern Studies and Social Welfare** MAEF may also take action against the PIA by stoppage of further disbursement, forfeiture, and recovery with interest, blacklisting, and any other logical action as per the law.

## ARTICLE - II


### 2. DETAILS OF THE PROGRAMME

**2.1 . Foundation of Modern Studies and Social Welfare will** be responsible for identification of potential activities, the beneficiaries, the facilitators, trainers who will be imparting training and monitoring the programme, etc. **Foundation of Modern Studies and Social Welfare will** conduct the training programmes as specified in the proposal in various courses developed by them in line with the NSQF norms, and the training content should also be approved by the concerned body.

### 2.2 Key Activities of Foundation of Modern Studies and Social Welfare :-

The PIA would undertake all the activities for organizing the GNSDTM in an efficient manner including conducting survey of activities and business activities undertaken by Minorities in the area. The detailed guidelines are as given in **annexure - II, which is an integral part of the MOU.** The PIA would be required to conduct market assessment study, curriculum and training, identification of trainers and faculty, Training of Trainers, establishment & management of centers, identification of potential beneficiaries for training, Aptitude assessment, Intensive training, Personality and skill development, the job training / apprenticeship, Placement, promote self-employment ventures for the trainees, in all possible manners, Establishing and empowering the Tracking cell / alumni associations and Facilitate the sustainability model.

### 2.3 FINANCIAL OUTLAY

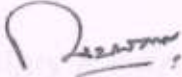
  
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Maulana Azad Education Foundation  
(For MAEF)

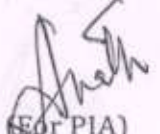
  
(For PIA)  
Gen. Secretary  
Foundation of Modern Studies and Social Welfare

The total amount for implementing the project under the scheme is **Rs.2,53,12,500.00/- (Rupees Two Crore Fifty Three Lakh Twelve Thousand Five Hundred Only)** for **training of 1100 candidates**, which is funded by MAEF. The funds will be released in 3 installments as per the Common Norms Notification issued by MSDE from time to time.

The following schedule would be followed for the releasing of Installments by MAEF with the approval of competent authority -

- i. 1<sup>st</sup> Installment:** The 1<sup>st</sup> installment 30% of the total project cost will be released after the approval of the project and entering into a Memorandum of Understanding (MOU) between parties i.e. MAEF& PIA and also on the compliance on the following points -
  - a. PIA will also execute a Bond on Non-Judicial Stamp Paper of Rs.20 in favour of the Secretary, MAEF to the effect that it will abide by terms and conditions attached to the grant and the scheme that revised from time to time and that in case of its failure to abide by the same, it will refund to the MAEF the total Grant-in-aid sanctioned to it for the purpose with interest accrued thereon and shall be liable for criminal action as per law.
  - b. Recommendation of inspecting authorities of MAEF for organizing the GharibNawaz Skill Development Training Programme after carrying out field inspection.
  - c. Submission of Performance Bank Guarantee for 10% of the total project cost sanctioned by MAEF under the said scheme.
  - d. The PIA is also required to submit the List of beneficiaries as per LOI batch wise in the MIS format prescribed by MAEF.
  - e. The PIA will submit the NSQF aligned course curriculum for the sanctioned trades.
- ii. 2<sup>nd</sup> Installment:** The 2<sup>nd</sup> installment of 50% of total project cost will be released subject to the compliance with the following conditions:
  - I. Utilization of 60% of the 1st installment supported by an audited utilization certificate and weekly off site and monthly on-site inspection of PIA accounts by the Technical Support Agency. This checking is to ensure that weekly and monthly targets are being met.
  - II. The second tranche of 50 % will be calculated on the basis of total cumulative 80% payment for candidates actually certified.
  - III. Recommendation of mid-terms field inspection report.
  - IV. On successful certification of the total sanctioned trainees.
  - V. Submission of year-wise audit reports for the preceding years of the project as soon as due.
- iii. 3<sup>rd</sup> Installment (Final installment):** The 3<sup>rd</sup> installment of 20% of the total project cost will be released upon:
  - I. The project completion report as prescribed by the MAEF.

  
(For MAEF)  
Secretary & CEO  
Maulana Azad Education Foundation

  
(For PIA)  
Gen Secretary  
Foundation of Modern Studies  
And Social Welfare



- II. The audited utilization certificate is submitted.
- III. Deliverables as required in the projects are met and is verified by the Technical Support Agency through random physical verification of MIS data both physical and financial.
- IV. Details of employment, wage employment/self-employment in prescribed format with minimum of 70% placement (Minimum 50% in organized sector) out of total trained trainees under the scheme within three months of completion of training in case of fresh entrants.

The cost structure includes the following inputs:

- a. Market analysis and need identification studies for delivering appropriate training, self-employment and placement assistance.
- b. Workforce market identification studies, road shows for identification and selection of eligible beneficiaries for appropriate skill development, with primary focus on promoting self-employment ventures.
- c. Capacity building training programmes for faculty/ programme staff/ industry mentors, etc.
- d. Delivering training to the target group beneficiaries with focus on enterprises being owned/operated/managed by minority communities in selected trade/vocations.
- e. Monitoring industry /institute interface in both self-employment and tracking of beneficiaries.
- f. Administrative and operational expenses of the training programme during the project period.
- g. Establishing an MIS to facilitate exchange of information among all the parties and maintaining the website of the project.
- h. The certification will be done jointly by MAEF& Sector Skill Council/NCVT/ similar reputed agencies. The cost of third party assessment and certification will be as per the common norms notification issued by MSDE.
- i. The PIA will open a separate bank account for the funds released under the project and any interest accrued on the amount deposited in bank for this project will be used for project works only subject to the total sanctioned cost not been exceeded. No cost escalation will be permitted for the project. Any escalation in cost would be borne by the **Foundation of Modern Studies and Social Welfare** the project implementation period is up to 24 months from the date of signing of the MoU.
- j. The PIA shall maintain a separate account in a nationalized/ scheduled bank in respect of this grant. All receipts and payment involving Rs. 500 above of the grantee institution must be through cheques/ PFMS/ electronics transfer only. The grantee institution area required to submit at the time of seeking grant for continuation of the project, a copy of the bank passbook indicating all transactions made in connection with running of the sanction project. The accounts will remain open for inspection by representatives/ officers from the MAEF at any time. The PIA shall have the accounts of the grant-in-aid audited accounts, together with Utilization Certificate in GFR 19A), to the MAEF latest by first week of June month every year.

#### 2.4 PROGRAMME MONITORING

  
Secretary & CEO  
Maupe MAEF Education Foundation

  
(For PIA)

The MAEF will coordinate & monitor the implementation of the project on a periodic basis when its guidance is felt required, for the proper implementation of programme. The parties will hold regular review meetings, to ensure smooth implementation of the programme. The **Foundation of Modern Studies and Social Welfare** is to update all the information regarding the project on MAEF website and furnishes the information through online on training and placement of trainees and immediately inform its address to MAEF.

The PIA would be required to upload the daily attendance of the trainees / trainers in the system file format generated by the Biometric Attendance Machines. The PIA would cover the training programme by CCTV and provide the live CCTV footage to be placed on the MAEF website. The detailed guidelines are given in the Annexure - II "**Standard Operating Procedures**" enclosed.

### 2.5 CHANGES IN PROGRAMME DESIGN

After signing of MOU no changes in the programme design shall be allowed. However in case of exigency in the interest of the programme MAEF may allow changes in the Programme design with prior approval only. The PIA shall inform MAEF thereof explaining the need for such changes immediately, stating the reasons, the planned measures and the consequences of the changes. Execution of such measures may commence only on the basis of revised planning, and upon MAEF's approval. **Foundation of Modern Studies and Social Welfare** shall furnish to MAEF the implementation schedule for the entire project deliverables. The plan of action and the time lines therein, would form an integral part of this agreement.

## ARTICLE - III

### 3. PROCEDURE FOR DISBURSEMENT

- 3.1 The Payment of the grant amount will be released in the name of **Foundation of Modern Studies and Social Welfare** as per the schedule and pre-requisite defined in the guidelines/ MoU/ LOI
- 3.2 MAEF shall disburse the grant to **Foundation of Modern Studies and Social Welfare** to a separate bank account to be maintained for the project and any interest accrued on the amount deposited in the bank will be used for project works only.
- 3.3 MAEF reserves the right to Suspend/ Stop disbursements in case of:
- Breach by **Foundation of Modern Studies and Social Welfare** in complying with the terms and conditions of this agreement, including those outlined in Annexure-I, II. The non-utilization of amount for the purpose for which it has been granted and / or diverting the amount for any other purpose or project other than the project requirement with compliance to article-II clause-2.3.
  - Extraordinary circumstances arising which in the opinion of the MAEF are likely to preclude or seriously jeopardize the implementation, the operation, or the purpose and the decisions taken by MAEF are final.

  
Secretary & CEO  
Maulana Azad Education Foundation  
(For MAEF)

  
(For PIA)

3.4 If any of the situations specified in Articles 3.3 (a) or (b) have occurred and has not been rectified / remedied to the satisfaction of MAEF within the period prescribed by MAEF, which shall, however, be at least 30 days, MAEF may take following actions -


- a. In the case specified in Articles 3.3 (a) demand for the immediate repayment of all disbursed amount to the extent of non-fulfillment/non-achievement in compliance with the terms and conditions of this MoU which may depend on facts and circumstances as the case may be;
- b. In the case specified in Article 3.3 (b) demand the immediate repayment of such amounts as **Foundation of Modern Studies and Social Welfare** is unable to prove that the disbursed funds to have been used for the stipulated purpose.
- c. In the event **Foundation of Modern Studies and Social Welfare** does not fulfill the targets for training and placement after receipt of funds from MAEF, **Foundation of Modern Studies and Social Welfare** shall refund the grant-in-aid received from MAEF along with interest at the prescribed rate proportionate to the extent targets have not been fulfilled. The first part shall recover the same as per law.

#### ARTICLE - IV

#### 4. PROGRAMME IMPLEMENTATION

- 4.1 **Foundation of Modern Studies and Social Welfare** shall be the Programme implementing Agency. The implementation of the special programme of GNSDTM shall be done by PIA as per the agreed terms and conditions.
- 4.2 **Foundation of Modern Studies and Social Welfare** shall provide wage employment/self-employment support to maximum number of beneficiaries trained by them. Only those candidates, who refuse to take up self-employment avenues after completion of training, may be given placement support by the PIA.
- 4.3 The time table, cost and financing schedule required for the proper conduct and implementation of the programme shall be prepared by **Foundation of Modern Studies and Social Welfare** as per the norms of respective Sector Skill Council/NCVT and submitted to MAEF. Such schedule is required to show, the deadlines and amounts, the intended chronological interrelation of the individual programme measures and the resulting financial requirements.
- 4.4 If any modifications are required necessary, MAEF shall be consulted, upon and after whose approval those measures are implemented.
- 4.5 There would be a Project Management Unit (PMU) for reviewing the progress made and to strengthen the programme.
- 4.6 The PMU will meet as & when convened by the Convener cum member to **review the progress in implementation**. The Member will prepare the minutes of these meetings and advice the concerned for deemed appropriate actions.
- 4.7 **Foundation of Modern Studies and Social Welfare** shall document the project progress /implementation using suitable audio, visual, print aids giving the status of the beneficiaries before and after the project. It would maintain record of interventions initiated and the project achievements.
- 4.8 **Foundation of Modern Studies and Social Welfare** shall submit progress reports to MAEF regarding physical and financial progress of the project every week.

  
Secretary & CEO  
(For MAEF)  
Maulana Abul Kalam Education Foundation

  
(For PIA)  
Joint Secretary  
Foundation of Modern Studies  
And Social Welfare

- 4.9 Foundation of Modern Studies and Social Welfare** on utilization of specific funds and achievement of physical targets shall send fund requisition letter to the MAEF with the requisite documents after due verification /certification.
- a. Fund utilization certificates in the prescribed format.
  - b. Audit report consisting of balance sheet, income -expenditure statement and payment & Receipt statement.
  - c. Physical performance report in the format prescribed herein.
  - d. Any other formats that may be prescribed under Letter of Intent issued by MAEF or in the MoU.
  - e. MAEF shall consider the request of the PIA as per the payment terms & conditions as specified in clause no. 2.3

#### **ARTICLE - V**

##### **5. CONFIDENTIALITY**

- 5.1** All parties acknowledge the confidentiality of information that may exchange among the parties from time to time, under this MoU. All parties agree not to disclose the same to any outside party, unless such information is:
- (i) Part of the public domain at the time of disclosure or.
  - (ii) Require to be closed in accordance with the applicable law so of the country.

#### **ARTICLE - VI**

##### **6. Arbitration and Application Laws -**

- 6.1** The parties hereby agree that any controversy, claim or dispute arising in connection with this MoU, and which cannot be resolved amicably shall be referred to the Steering Committee of MAEF, whose decision shall be final and binding on all parties.
- 6.2** In case an aggrieved party seeks judicial remedy, and where MAEF is the First Deponent, the petition shall be filed in jurisdiction of Delhi High Court only.

#### **ARTICLE - VII**

##### **7. Force Majeure -**

- 7.1** No failure or omission by any of the parties to perform any of the terms and conditions under this MoU shall give rise to any claim against such party or be deemed breach of this MoU if such failure or omission arises from an act of God, war or military operations, national or local emergency, natural disasters (fire, lightning, flood, earthquake or such similar disasters), or any other reason which lies outside the control of the Parties.

#### **ARTICLE - VIII**

##### **8. Validity of the MoU -**



Secretary & CEO  
(For MAEF)  
Maulana Azad Education Foundation



(For PIA)

Ran Saran

8.1 This MoU shall come into force on <sup>14th</sup> December, 2017 and shall be valid for the Twenty Four Months (24 Months) from the date of signing of MoU or till completion of the project for 1100 trainees in terms of classroom training, practical training, assessment, certification, placement and post placement tracking for minimum 12 months from the date of placement and receiving the Project Completion Certificate from MAEF, whichever is earlier.

#### ARTICLE - IX

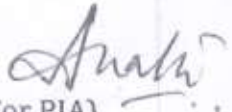
##### 9. DISPUTE RESOLUTION

- 9.1 The PIA should not indulge into any activity which leads to dispute / litigation involving MAEF. If such activity is conducted by the PIA, MAEF should not be responsible for it and will be free to take appropriate action against the PIA as deemed fit.
- 9.2 In case of any disagreement or dispute between the parties, attempt shall be made to resolve the dispute through consultations between the parties at New Delhi. After exhausting all such attempts, decision of CEO & Secretary, MAEF will be final.
- 9.3 The decision regarding breach of any clause under this agreement by the Second Party shall be discussed and arrived at after mutual consent and in case any breach has been committed by the Second Party of any of the terms and conditions of this Agreement/ sanction letter/ guidelines, such decisions taken by the First Party shall be conclusive, final and binding on the Second Party and they shall not question the same in any court, tribunal, etc.
- 9.4 Any disputes arising of this agreement which cannot be amicably settled shall be referred to the sole Arbitrator to be appointed by the CEO & Secretary MAEF and the Arbitration would be governed with the provisions of the Indian Arbitration & Conciliation Act 1996. The place of Arbitration shall be New Delhi.
- 9.5 That the Delhi Courts will have the sole and exclusive Jurisdiction to decide the issue of any dispute between the parties hereto.
- 9.6 Any notice required to be given under this agreement shall be served on the party at their respective addresses given below by hand delivery or by registered post.

1. Maulana Azad Education Foundation (MAEF), Maulana Azad Campus, Chelmsford Road, New Delhi - 110055.
2. M/s. Foundation of Modern Studies and Social Welfare, Address - E - 2A, GF, Nawada Housing Complex, Near BOB, Dwaraka Mor, Uttam Nagar, New Delhi - 110059.

  
Secretary & CEO  
Maulana Azad Education Foundation

(For MAEF)

  
(For PIA)  
Gen. Secretary