

And

Shia Post Graduate College College is an associated college of University of Lucknow based in Lucknow, Khadra, Daliganj, Sitapur Road, Lucknow, 226020, Uttar Pradesh herein after mentioned as "**Second Party**".

About the MSME-TDC (PPDC), Agra

MSME-TDC, Process & Product Development Centre (PPDC) Agra is a pioneer institute for providing the Long; Medium & Short Term Training Programmes to the educated unemployed youth of the societies as well as design the various duration training programmes for employed persons of reputed organisations for enhance their skill / re-skill development through their well-equipped & furnished network of Field Establishment i.e. Extension Centres functioning across the various locations i.e. Rajasthan – (Jaipur, Udaipur, Nagaur); Kerala – (Thiruvalla, Attingal, Ettumanoor); Tamil Nadu – (Coimbatore, Madurai); Gujarat – (Rajkot); Jammu & Kashmir – (Srinagar) etc.

About the Shia PG College, Lucknow

Shia College is one of the premier institutions spreading the light of learning and knowledge to a large number of students under the management and control of the Board of Trustees of Shia College and Allied Institutions. The infrastructure of the Teaching Faculties of the College consists of Post-Graduate classes in Science, Commerce and Arts, Degree classes in the Faculties of Science, Arts, Law and Commerce, an Arabic College imparting Moral Education, Advanced Theology, Theological Research and an Intermediate College with teaching facilities in Arts, Science and Commerce.



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PRIMARY OBJECTIVES

1. To enhance skills of students/aspirants through internship and vocational training.
2. To be quality skill enhancement partner and projects/system integrator for corporate and government agencies.
3. Working closely with industry for establishing the curriculum as per its requirements and also with academia in order to enhance the quality of education in the country.
4. Playing an effective role in the ongoing Govt. initiative on "Skill Development Mission" with a view to contribute to the overall target of skilling/upskilling 500 million people in India.

SCOPE OF COOPERATION

Role of First Party:

1. The First Party agrees to conduct various skill development, vocational & job-oriented training programs on the campus of the Second Party and use their classroom, lecture halls/auditorium for managing training programs.
2. The First Party agrees to provide certification for all the joint training courses that may be organised with the Second Party which will be under the Direct Supervision of the First Party only after receiving the complete details of the trainees from the Second Party and completing the Evaluation / Assessment Criteria.
3. The First Party will design the course curriculum for the courses to be conducted therein and to be finalized jointly with the Second Party. The First Party will maintain high standards and update the course contents to bring new development in the training/ subject field as and when required for training and for transfer of know-how.



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4. That the Selection of appropriate training programmes, arranging resource persons for training, course design, co-ordination, conduct and evaluation of trainings will be done jointly by both the parties.
5. That the provision of resource materials – teaching notes, course material and relevant software required for the program delivery by First Party or Second Party as the case may be shall be decided based on the nature of training that is mutually convenient to both, on case to case basis.
6. That it is further agreed that Expenditures on honorarium payments to external faculty/ resource persons and all other incidental expenses like publicity, and stationery items will be incurred by the First Party itself for the training programmes jointly organised by both the parties.
7. The First Party will not bear any cost towards maintenance / break down / damage of equipment at the Second Party.

Role of Second Party:

1. The Second Party agrees to provide their classrooms, lecture halls / auditoriums, and lab facilities with a Public Addressing System suitable for delivering training courses for each batch, thereby creating a conducive learning environment.
2. That it has been agreed that the Second Party will facilitate the registration of participants and provide the list of participants who have signed up for the courses along with the relevant documents before commencing the programme.
3. That it has been agreed that whereas appropriate course fee per participants will be fixed jointly by both the parties. Participants will either do NEFT or bank deposit, the course fee directly into the First Party's bank account.
4. That it is further agreed that the Second party will not accept any cash payment from participants and will collect only scanned copy of deposit slip on behalf of First Party from participants in the name of First Party.




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5. That it has been agreed that the Second Party will only use the pre-approved template provided by the First Party for the purposes of marketing the programme in all forums, including Electronic Media, Print Media, and Social Media Platforms, or any other mode of advertisement.
6. The Second Party will nominate the Coordinating/ Liaison Officer for communication and coordination with the First Party.
7. That is mutually decided that Classes will be conducted during working hours or evening hours (post 4pm), Monday to Friday, and if required during the weekends or weekdays, as mutually agreed between the parties herein.

GENREAL PROVISIONS

- I. **Validity of Agreement:** This MOU shall be valid for a period of 11 months commencing from the date of signing of this MOU and which can be further extended by mutual consent of both the parties in writing.
- II. **Resolution of dispute:** Any dispute between the parties arising in connection with the performance of this MoU shall be resolved amicably between the parties through a process of negotiation by the representatives of both the parties.
- III. **Termination:** Withdrawal / cancellation / discontinuation of MOU shall be by way of serving prior notice of one month either party. Such notice shall not have adverse effect on duration / completion of course, in which the trainees have already been admitted.
- IV. **Severability:** The construction, interpretation and enforcement of the MoU shall be governed by the present judicial laws available. Should any portion of this MoU be judicially determined to be illegal or unenforceable, the remainder of the MoU shall continue in full force and effect, and either party may re-negotiate the terms affected by the severance.




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- V. **Limitation:** No rights or limitation shall arise or be assumed between the Parties as a result of the terms of this MoU.
- VI. **Amendments:** Each party may request changes to this MoU. Any revisions which are mutually agreed upon by the parties to this MoU shall be incorporated in a written instrument. The amended agreement shall take effect when executed and signed by all parties of this MoU.
- VII. **Use of Name, Logo or Official Emblem:** Both parties mutually agree not to use, publish, distribute, display or reproduce the name, logo and/or official emblem of either party in any manner, context or format (including references on or links to websites, in press releases, or in other public announcements) without the prior written approval of the concerned party.
- VIII. **Miscellaneous:** It is expressly agreed that First Party and Second Party are acting under this MoU as independent entities, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding through their duly authorized representatives have executed the same on the days and dates set out above, and certify that they have read, understood, and agreed to the terms and conditions of this Memorandum of Understanding as set forth herein



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For and on behalf of MSME-TDC (PPDC)

For and on behalf of Shia PG College

Signature [Signature]

Signature [Signature]

Name: Mr. Sachin Rajpal

Name: Dr. Syed Shabir Raza Bazi

Designation: Principal Director

Designation: Principal

Seal: 

Seal: Principal
Shia Post Graduate College
Lucknow (U.P.) India-20

Witnesses: (Name & Address)

Witnesses: (Name & Address)

1. [Signature]
(Rajan Yadav)
Field Officer (C & M)
MSME Technology Development Centre
Process & Product Development Centre
Foundry Nagar Agra-282006
2. [Signature]

1. [Signature]
Dr. Anjum Akbar
2. [Signature]
Dr. Kirti Prakash Tiwari

[Signature]
28/07/2022 FFC - Lucknow

Date: _____

Date: _____

