

दंड आन्ध्र प्रदेश ANDHRA PRADESH

Dt. 16/05/2023

Ann's College for Women, Gorantla, Guntur.

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BR 214816

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#### MEMORANDUM OF AGREEMENT

#### BETWEEN

Andhra Pradesh State Skill Development Corporation (First Party)

#### AND

St. Ann's College for Women (SECOND PARTY)

This Memorandum of Agreement (MoA) is entered into on 24<sup>th</sup> day of May, 2023. The Andhra Pradesh State Skill Development Corporation, represented by the Pratap Kumar Kar, Chief Finance Officer, APSSDC having its registered office at NTR Administrative Block, 2<sup>nd</sup> floor, above arrival clock, Pandit Nehru RTC Bus Stand, Vijayawada - 520002 (here in after referred to as "APSSDC" or First Party), which expression shall unless repugnant to this context or meaning thereof includes its successor in office, legal representatives and permitted assigns, of the One Part.

And

The Second Party, Ann's College for Women, registered under the Andhra Pradesh Societies Registration Act, 1929, having its registered office at DRT, 1<sup>st</sup> floor, Pandit Nehru RTC Bus Stand, Vijayawada - 520002, (here in after referred to as "Ann's College for Women" or Second Party), which expression shall unless repugnant to this context or meaning thereof includes its successor in office, legal representatives and permitted assigns, of the One Part.

## WHEREAS

- (a) The Government of Andhra Pradesh has a vision to be among the three best states in India by 2022 and to achieve the status of a developed state by 2029. To spearhead the skilling activities at the state level, a separate Department of Skill Development, Entrepreneurship and Innovation has been set up along with its implementing arm - Andhra Pradesh State Skill Development Corporation (APSSDC), the first party, as the forefront of all skilling initiatives in the State. Thus, the Corporation is in the business of promoting skill development and entrepreneurship among different segments in the State of Andhra Pradesh. In its endeavors to enhance the Employability Skills of Under Graduate and Post Graduate course perusing students, the first party intended to establish Employability Skills Centres (ESCs) and progressive UG/ PG colleges/ Autonomous institutions / Govt Colleges / University Campus PG colleges. . In this direction, through this MOA, APSSDC intends to associate with St.Anns's College For Women to train different segments of students and Job seeking youth in systematic enhancement of Employability Skills towards gainful employment for students / Job seekers ;
- (b) The Second Party having been into Educational services through its College by name St.Anns's College For Women submitted a proposal to the first party upon understanding the requirements and functions of proposed Employability Skill Centres (ESCs). As the second party has intention and requirements as per criterion and agreed to provide services to the first party on the terms and conditions as set forth in this MoA.
- (c) In pursuance thereof, the parties have agreed to enter into this Agreement.

### **A. PURPOSE:**

The purpose of this MoA is to clarify and sort out the roles and responsibilities of both parties in establishing and managing Employability Skill Centres (ESCs) for UG/ PG studying candidates in Various Degree/PG Colleges/University Campuses to enhance employability of students.

### **ROLES AND RESPONSIBILITIES:**

#### **B. FIRST PARTY**

Responsibilities of APSSDC,

It shall be the responsibility of the first party to provide the following to the second party

B.2. Shall Organize Training Programs for all Under Graduate and Post Graduate students. The programs would be of nature, common core (for all students), and modular (elective in nature) and Community specific modules;

B.3. Shall appoint required manpower to manage and coordinate Trainings in ESCs;

B.3 Shall be installing requisite IT infrastructure as listed in Schedule - 1 in the Employability Skills centers (ESCs) in the earmarked rooms by The second party;

B.4. The First Party shall prepare Operational Guidelines for ESC to be followed by both the parties;

B.5. The First Party will take care of insurance, regular maintenance and consumables items pertaining to Hardware provided.

B.6 The First Party shall have right on any undefined business and activity that falls under purview of this MOA.

## C. SECOND PARTY

C.1 Shall provide the building space in terms of Two (2) Computer Labs and One (1) E-Class room with a minimum seating capacity of 50 each room space at the College premises to the First Party for Establishing the Employability Skill Center allocated to the Second Party. The second party shall ensure adequate furniture and electrical fixtures in the class rooms and labs;

C2. Shall be responsible for ensuring proper physical security of the IT & other electronic items as per schedule-1. Towards security, the second party shall do necessary arrangements and ensure the security for the items;

C.3. Shall facilitate trainings for different segments namely students within campus, students from other colleges and job seeking youth and the college shall allow its students to attend programs, take assessments and interviews as per schedule communicated by first party;

C.4 Shall provide separate Toilets to the boys and girls, who undergone training at the Employability Skill Center;

C5. Shall put necessary efforts and ensure maximum participation of students belonging to Scheduled Caste (SC) and Scheduled Tribe (ST) Categories in the college.

C6. Shall appoint a Centre Coordinator as Single point of contact person (SPOC) for all admin and programme related activities with the Second Party at the Employability Skill Center for smooth running of the ESC.

C7. Shall actively participate in the ESC Programs, communicate feedback from the college and students, suggesting for betterment of the ESC programs towards maximizing reach;

C8. Shall arrange for common facilities of housekeeping, security electrical supply, Drinking and Usage water to the Toilets for the Employability Skill Center students;

C9. Shall mark the daily attendance in the suggested mode (manual or bio metric or iris scan or so) by the SPOC of Second Party in coordination with ESC Coordinator.

C.10 Shall facilitating in collecting the registration fee as communicated by the First Party, from the candidates provided by the Second Party.

C11 Shall follow Operational Guidelines of ESCs in maintaining activities in ESCs.

#### **D Responsibilities of Both Parties**

The Both Parties agree that:

D.1 The Parties shall diligently perform their respective obligation under the Arrangement as per the procedure set forth above.

D.2 Neither Party shall share any Confidential Information with any other party. The sharing of such database by each other will be on trust that it will not be used by either Party for providing any kind of information to any third party.

D.3 The Parties agree to use the Confidential Information only for the purposes of this Arrangement and only as permitted herein under this MoA.

D.4. The ESC shall exclusively be used for in program to be assigned by the First Party to Second Party.

**E: Ownership of assets:** the ownership of the IT infrastructure/assets will lies with APSSDC whereas the second party, would be the custodian of the installed assets.

**F. Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the APSSDC and Second party, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings

#### **G. Termination of the MOA:**

a) **Termination for Default:** The first party may, without prejudice to any other remedy for breach of Agreement, by a written notice of default of at least 30 days sent to the second party, terminate the Agreement in whole or in part (provided a cure period of not less than 30 days is given to the second party to rectify the breach)

(a) The agreement may be terminated if it is discovered at any stage that the second party has been furnishing false claims or providing misleading information with respect to enrolment of trainees, conduct of training or other aspects related to programme.



necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

- h) The first party will reserve the right to cancel the MOA and take back all installed and transferred items as per schedule 1 in the circumstances of the second party's non-cooperation to organize ESC programs to its fullest potential.
- i) The First party shall reserve the decision rights on the scheduled items on completion of tenure of the agreement.

#### **F. Representations and Warranties by the Parties**

In addition to the above the Parties hereto represent and warrants to other Parties as under:

- a) That it is duly organized and validly existing under the laws of the jurisdiction in which incorporated and has the necessary corporate power and authority under Applicable Laws to carry on its business and or perform its functions.
- b) That this MoA
  - I. is within its powers and has been duly authorized by it; and
  - II. does not conflict in any material respect with any law or regulation or its constitutional documents or any document binding on it and that it has obtained all necessary consents for the performance by it under this MoA.
- c) That all information set forth in this MoA is true and correct and is not misleading in letter and spirit.

#### **G. PERIOD OF VALIDITY:**

This MoA shall become effective from the date hereof and shall be in force for a period of **three years**, unless terminated by mutual consent of the parties.

Each Party shall, however, have the right to terminate this MoA without assigning any reasons by giving prior written notice of 90 (Ninety) days through its authorized signatory. Without prejudice to the above, each Party may terminate this MoA by giving 45 (Forty Five) days notice in the event of breach of any of the terms of this MoA by any of the other Parties, however, such party shall serve a prior notice of its intention to terminate this MoA to the other parties and such event of breach should have remained un resolved/ un rectified within the said notice period of 45 days or such extended period as may be mutually agreed to.

#### **H. NOTICES:**

Unless otherwise provided herein, all notices or other communications under or in connection with this MoA shall be in English, will be issued in writing and shall be signed by the authorized representative of the issuing / serving Party and may be sent by personal delivery or post or courier or facsimile to the address / facsimile number given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when it is received, or sent by post, three days after being

deposited in the post and if sent by courier, two days after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number)

**J. COMMUNICATIONS AND PUBLICITY.**

The Parties shall consult and agree on all and any intended communications, publications, presentations and documentations relating to this Arrangement/ MoA (jointly the "Communication(s)") in advance prior to the intended release. If a MoA cannot be reached, a Party shall have the right to disclaim endorsement and/or dissociate itself from that Communication(s). No party shall use logo/trade mark etc. of each of the parties without obtaining its prior written concurrence to that effect.

**J. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

**MODIFICATION:** Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed, and dated by all parties, prior to any changes being performed but all rights reserved by First Party can change any point of time needed.

**INFORMATION OWNERSHIP:** All information provided by First Party shall only be utilized for conducting training and placement assistance and First Party holds no ownership over the content prepared by Second party. First Party will in no way share or distribute any information received with other public or private agencies, organizations, and individuals\

**PARTICIPATION IN SIMILAR ACTIVITIES:** This instrument in no way restricts First Party from participating in similar activities with other public or private agencies, organizations, and individuals.

**NON-FUND OBLIGATING DOCUMENT:** This instrument is neither a fiscal nor a funds obligation document

**ESTABLISHMENT OF RESPONSIBILITY:** This MoA is not intended to, and not create any right benefit or trust responsibility substantive or procedural, enforceable at law, by a party against First Party or Second Party.

**COMMENCEMENT/EXPIRATION DATE:** This instrument is executed as of the date of last signature and is effective up to 3 years after end of service and will automatically expire unless extended.

ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

01.10.2023

St. Ann's College for Women, Gorantla, Guntur.

Padma  
BR 2143/17

KILARU PADMA

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Korlapadu, GUNTUR-52

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AUTHORIZED REPRESENTATIVES: By signing below, the individuals signed in this document as representatives of First Party Second Party are authorized to act in their respective areas for matters related to this MoA.

The parties hereto have executed this agreement as of the last written date below

FIRST PARTY

SECOND PARTY

I do agree for the above Memorandum of agreement as only girls are allowed in our college and we don't allow Boys in our college.

Dr. B. Padma R.

Date: 14/10/23

Principal & Correspondent

St. Ann's College for Women

GORANTLA, Guntur-522 034

Date: 01/10/2023

[Signature]

APB88DC