

**Format of Agreement  
(on Rs. 100/- stamp paper)**

This Agreement is entered into on this ..... day of ....., between: **National Institute of Electronics and Information Technology (NIELIT) Haridwar**, located at 2nd Floor, Government Polytechnic Building, Plot No. 6C, Sector-11, SIDCUL, Haridwar, Uttarakhand - 249403 (referred to as the "FIRST PARTY," including its successors and assignees), represented by its Director on the ONE PART;

AND

The <.....Training Partner.....> (hereinafter referred to as **SECOND PARTY** which expression shall include its successors and assignees) and represented by authorized signatory Mr .....XXX, Head /Director on the **OTHER PART**;

**WHEREAS**, the FIRST PARTY intends to conduct various training programs and has sought support for facilitation, including mobilization of candidates, conduct of training, and provision of infrastructure; and the SECOND PARTY has expressed its willingness to provide such support.

**AND WHEREAS**, the FIRST PARTY, after due evaluation of the capacity and capability of the SECOND PARTY, has agreed to award the said facilitation support to the SECOND PARTY.

**AND WHEREAS**, both the FIRST PARTY and the SECOND PARTY have mutually agreed to collaborate for the implementation of training programs in selected courses through centres located across different parts of the State.

**Now it is hereby agreed by and between the two parties hereto as follows:**

**1. SCOPE:**

The SECOND PARTY shall conduct and/or facilitate NSQF and Non-NSQF training programs, including candidate mobilization and infrastructure support, for courses mutually agreed upon. The SECOND PARTY shall ensure availability of required infrastructure and operational support at its centres.

**2. OBLIGATIONS OF SECOND PARTY**

The SECOND PARTY shall support the FIRST PARTY in two modes, i.e., (i) Facilitation of Training Programmes or (ii) Facilitation cum Conduct of Training Programmes, as per programme requirements and guidelines of the FIRST PARTY.

**A. Facilitation of Training Programmes:**

**The SECOND PARTY shall:**

- Undertake candidate mobilization through awareness drives, outreach programmes, and engagement with local institutions such as schools, colleges, CSCs, SHGs, and NGOs.
- Provide liaison support with State Government Departments, District/Block

Administration, and local bodies for smooth implementation of programmes.

- Facilitate candidate registration, documentation, and data collection, including support for Aadhaar/biometric processes where required.
- Coordinate with local industries/employers for industry interaction, on-the-job exposure, and placement opportunities.
- Organize counselling sessions, orientation programmes, and stakeholder meetings.
- Assist in local-level planning, scheduling, and monitoring of programme activities.
- Provide feedback on local skill demand and candidate requirements to improve programme effectiveness.

#### **B. Facilitation cum Conduct of Training Programmes:**

**In addition to facilitation, the SECOND PARTY shall:**

- Provide fully equipped infrastructure, including classrooms, computer labs, power backup, internet connectivity, and required equipment for the training as and when required.
- Ensure availability of relevant hardware/software, licensed tools, and digital platforms as per course requirements.
- Engage qualified faculty and arrange domain experts/resource persons.
- Deliver training in offline/online/blended mode as per prescribed curriculum, schedule, and quality standards.
- Conduct practical sessions, assignments, projects, and continuous assessments, ensuring effective learning outcomes.
- Support examinations, assessments, and certification processes, including use of LMS and online systems.
- Maintain attendance, performance records, and training progress data in prescribed formats/systems.

#### **C. General Obligations:**

- Shall ensure quality of training, discipline, and satisfactory performance, failing which the contract may be terminated with one month notice without liability.
- Shall ensure participation of faculty in Master Training/ToT and allow inspection by FIRST PARTY as required.
- Shall bear remuneration of trainers/faculty from its share as per applicable norms.
- Shall carry out publicity and awareness activities and provide placement assistance through industry tie-ups.
- Shall submit reports, MIS, and required data, and appoint a Nodal Coordinator for effective coordination.
- Shall apply for any of the following within one month of signing this agreement or before start of the training for each Centre separately where SECOND PARTY wants to conduct training programs under the ambit of this agreement:
  - Accreditation for O/A/B/C Level from NIELIT

- Facilitation for Digital Literacy Courses (ACC/BCC/CCC/CCCP/ECC) from NIELIT
- Accreditation for any one (or more) NSQF aligned courses from NIELIT

### **3. OBLIGATIONS OF FIRST PARTY**

The FIRST PARTY shall provide overall governance, standardization, monitoring, and control of the programmes, as detailed below:

#### **A. With respect to Facilitation of Training Programmes:**

- Shall issue guidelines and framework for mobilization, registration, and outreach activities.
- Shall coordinate with State Government Departments and stakeholders for smooth implementation.
- Shall define and monitor registration processes, documentation standards, and data management systems.
- Shall facilitate industry linkage frameworks and placement guidelines.
- Shall conduct the training programme.

#### **B. With respect to Facilitation cum Conduct of Training Programmes :**

- Shall prescribe standard curriculum, syllabus, duration, and delivery guidelines, which shall be mandatorily followed by SECOND PARTY.
- Shall provide standardized e-content, LMS access, assignments, and assessment tools.
- Shall impart Master Training/ToT to faculty of SECOND PARTY.
- Shall monitor and supervise training delivery, including attendance, course progress, and quality, through LMS, inspections, or other mechanisms.
- Shall regulate and verify candidate registration, documentation, and eligibility, and maintain centralized database.
- Shall design and manage the entire examination, assessment, and certification process.
- Shall have authority to approve/deploy faculty and take corrective actions in case of deviation.

#### **C. General Obligations:**

- May ensure quality assurance and periodic review of training programmes.
- May update curriculum and programme structure as per industry requirements.
- May coordinate selection and allocation of candidates to training centres.

### **4. Payment Terms and Conditions:**

- a) The payment shall be made upon the successful completion of the training program and submission of the invoice along with all required supporting documents by SECOND PARTY to FIRST PARTY.
- b) The SECOND PARTY shall be entitled for payment from the FIRST PARTY based on the mode of engagement, as defined below:

- **With respect to Facilitation of Training Programmes:** 25% of the training fee share.
  - **With respect to Facilitation cum Conduct of Training Programmes** :75% of the training fee share
- c) IN case the Second Party raises an invoice with GST the corresponding GST amount will also be reimburse by the First Party if applicable.
  - d) TDS, as applicable shall be deducted as per Govt. norms.
  - e) In case of sponsored programs:
    - i. If payment is received by the FIRST PARTY from the end user in advance: FIRST PARTY may release the amount to the SECOND PARTY in following phases:
      - 50% of advance or 50% of training fee share, whichever is lower, at the start to mobilize the training, and
      - 30% of advance or 30% of training fee share, whichever is lower, after completion of the training program, and
      - The remaining 20% of training fee share after successful certification of the candidates and receipt of the full amount from the sponsoring agency/department, whichever is later.
    - ii. If payment is received by the FIRST PARTY from the end user after the completion of training: FIRST PARTY may release the training fee share to the SECOND PARTY after successful certification of the candidates and receipt of the full amount from the sponsoring agency/department, whichever is later.
  - f) In case of release of the advance to SECOND PARTY as mentioned in point ‘e’ above, a bank guarantee or FD of 5% of advance amount shall be submitted by SECOND PARTY to FIRST PARTY before release of advance. The validity of BG shall be for a period of 30 days beyond the expected date of completion of the training or as per mutual consent of both the parties. In case no bank guarantee is submitted by the second party, the applicable 5% of advance amount shall be deducted by the first party & release the balance amount to the second party.
  - g) In projects with specific requirements, the payment terms mentioned in point ‘e’ & ‘f’ above may be amended depending upon the nature of the project/training on mutual consent of both the parties.

## **5. IPR Clause**

Any and all intellectual property created solely in relation to or arising out of this MoU, by NIELIT Haridwar during the validity of MoU, or prior to the MoU, or after the termination of MoU shall be under the sole and exclusive ownership of NIELIT Haridwar. Ownership of any and all intellectual property created /developed through collaborations under this MoU will be determined between parties through mutual consultation and recorded in writing as an addendum/ amendment/ agreement separately on a case-to-case basis prior to starting of work.

## **6. Tenure /Renewal of the Agreement**

This agreement shall come into force when duly signed by the representatives of both the parties and shall be valid for a period of **Two Years** from the date of such signing. On the expiry of Two years, parties hereto shall be entitled to renew by mutual consent on such terms as may be then agreed upon. If not renewed, **SECOND PARTY** shall be entitled to stop conducting/facilitating the training program for the candidates. Before such action, both the parties shall ensure that the Courses already started are fully completed, examination conducted, and certificates issued.

## **7. Breach of Terms of this Agreement**

If either party commits breach of any of the terms of this agreement, the other party may bring the fact of breach to the notice of the former and the former shall immediately take steps to rectify the breach and in case the PARTY fails to do so and the breach continues for a period of 1 Month, the aggrieved party may treat this agreement as repudiated by the other party and forthwith serve a notice of termination and the aggrieved party will have the right to claim from the other party the damages in respect of losses already sustained by the PARTY for the unexpired period of the agreement on account of such termination of the agreement. The agreement will automatically be terminated within 1 month after the receipt of such notice, subject to the liability and arbitration clause.

In case of any such termination of this agreement, in the middle of a Course, which has already been started, both the parties should take sufficient steps so as to complete the Course, already started. Termination of the agreement should be implemented in such a way that the future of the students/trainees is not affected by the termination. In case of such termination of the agreement, both the parties shall ensure that the Courses already started are fully completed, examination conducted, and certificates issued.

## **8. Termination of contract**

The contract is liable to be terminated by either side on one month's notice.

If the **SECOND PARTY** (a) abandons the contract or has failed to proceed with the work or does not adhere to the committed schedules or technological requirements due to negligence or the progress on any particular item or items is slow (b) has failed to execute the work in accordance with the terms and conditions of the contract, (c) is persistently or frequently neglecting to carry out their obligation under the contract, then **FIRST PARTY** shall be competent to terminate the contract unilaterally at its discretion at any time without notice and without paying any compensation or any other amounts and to proceed with the balance of the work through any other agencies and the **SECOND PARTY** is liable to compensate **FIRST PARTY** for losses incurred by it in such cases.

## 9. Jurisdiction

This Agreement shall be governed by the Laws of Indian Union in force. Both the parties here in agree that all disputes between them shall be subject to the jurisdiction of courts in Haridwar district.

## 10. Arbitration or Mediation

Any dispute arising between the parties if not resolved between them shall be referred after mutual consent of both the parties to an arbitrator or mediator. The selection of the arbitrator shall be decided by the above parties mutually.

In case of termination of this agreement, in the middle of a Course, which has already been started, both the parties should take sufficient steps so as to complete the Course, already started. Termination of the agreement should be implemented in such a way that the future of the students/trainees is not affected by the termination. In case of such termination of the agreement, both the parties shall ensure that the Courses already started are fully completed, examination conducted, and certificates issued.

## 11. Modifications

The modifications in the Agreement can be done with the mutual consent of both the parties but strictly in line with the scheme guidelines.

The application, submitted documents by **SECOND PARTY to FIRST PARTY** also form part and parcel of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in duplicate on the day and the year first above written.

### AGREED:

<p><b>For and on Behalf of FIRST PARTY</b></p> <p>(Signature &amp; Stamp of Authorized Signatory of NIELIT-HARIDWAR)</p> <p>Name:</p> <p>Designation:</p>	<p><b>For and on Behalf of SECOND PARTY</b></p> <p>(Signature &amp; Stamp of Authorized Signatory of ..... )</p> <p>Name:</p> <p>Designation:</p>
<p><b>Witness 1:</b></p>	<p><b>Witness 2:</b></p>

Signature: Name & Designation:	Signature: Name & Designation:
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