MEMORANDUM OF UNDERSTANDING

FOR

ESTABLISHING A PRADHAN MANTRI KAUSHAL KENDRA

BETWEEN

EXPRESS INDUSTRY COUNCIL OF INDIA

AND

OSWAL SHIKSHAN AND RAHAT SANGH SANCHALIT SHREE HALARI VISA OSWAL COLLEGE COMMERCE





Memorandum of Understanding

This Memorandum of Understanding ("Memorandum") is entered into on this 02 day of March 2019 ("Execution Date"):

BY AND BETWEEN:

EXPRESS INDUSTRY COUNCIL OF INDIA, a not for profit company, under Section 25 of the Companies Act, 1956 and having its office at 501, Crystal Centre, Raheja Vihar, Chandivali Farm Road, Andheri (E) Mumbai, Maharashtra - 400072 (hereinafter referred to as "EICI", which expression shall be deemed to mean and include its successors and permitted assigns) of the ONE PART;

AND

OSWAL SHIKSHAN AND RAHAT SANGH SANCHALIT SHREE HALARI VISA OSWAL COLLEGE COMMERCE, an educational institute, registered under the Bombay Public Trusts Act, 1950 (Registration Number: E-219) and having its office at Anjurphata, Near Bhiwandi Railway Station, Bhiwandi, Mumbai, Maharashtra - 421305 (hereinafter referred to as "Institution", which expression shall be deemed to mean and include its successors and permitted assigns) of the OTHER PART.

"Parties" shall mean collectively EICI and the Institution and "Party" means each of EICI and the Institution individually. Capitalised terms shall have the meanings set out herein.

WHEREAS:

- A. EICI is an apex industry association representing leading international and domestic express companies in India.
- B. The Institution is engaged in educational activities and is affiliated to Mumbai University.
- C. Considering the need for skilled trained personnel to meet the growing demands of the express industry, EICI intends to establish a Pradhan Mantri Kaushal Kendra ("PMKK") to provide entry level skill to persons looking for employment with the express industry and allied industries.
- D. In setting up the PMKK, EICI is required, under the Guidelines for Setting up of Pradhan Mantri Kaushal Kendra, 2017 ("PMKK Guidelines") to have adequate training infrastructure





as well as other support and assistance as required from time to time. For this reason, EICI seeks a strategic partnership with the Institution for providing infrastructure, support and assistance as further detailed in this Memorandum.

E. The Parties have, in consideration for the mutual rights and obligations set out herein, agreed to enter into this Memorandum for the purposes of recording the terms and conditions upon which such partnership shall be undertaken.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. PRADHAN MANTRI KAUSHAL KENDRA

- 1.1 The Parties intend to cooperate for executing skill development and employability initiatives in the express industry. In furtherance of this objective, the Parties hereby agree to establish the PMKK, a skill development and training centre with a special focus on training individuals for the express industry and allied industries in India.
- 1.2 The Parties will implement the training courses allotted by NSDC for the PMKK to be provided by the PMKK for training candidates: The course categories shall be as per specifications laid down by the Logistics Sector Skill Council ("LSSC") under the National Occupational Standards ("NOS"). The Parties may, from time to time, add to, or modify the course categories, upon mutual agreement.
- 1.3 The duration of training for each course will be as prescribed under the PMKK Guidelines and by the National Skill Development Corporation ("NSDC").
- 1.4 The Parties may, from time to time, explore the possibility of utilising the infrastructure and facilities, or other premises as the Parties may decide, for provision of training and support pursuant to other skill development and training initiatives promoted by the Central Government, State Governments or other allied Government departments.

2. TERRITORY

2.1 The PMKK will be established in the district of Thane, Maharashtra. However, training will be provided with a view to securing employment for trainees across India.

3. PMKK SPECIFICATIONS

3.1 <u>Location</u>: The location of the PMKK shall be identified by the Parties prior to the Execution Date in compliance with the requirements under the PMKK Guidelines. Any location identified shall be subject to inspection and approval by the NSDC.

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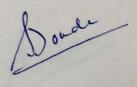




Infrastructure: The facilities and infrastructure of the PMKK, including, among other things, equipment, and classrooms, shall be in compliance with the infrastructural norms 3.2 prescribed under the PMKK Guidelines.

ROLE OF PARTIES 4.

- EICI shall be responsible for the following: 4.1
 - The branding of the PMKK, which shall meet the minimum standards prescribed under the Branding Guidelines issued by NSDC, to the satisfaction of the NSDC; (a)
 - The overall control and management of the PMKK; (b)
 - Training of faculty, in accordance with the PMKK Guidelines, Ministry of Skill (c) Development and Entrepreneurship ("MSDE") norms and any other applicable
 - Course content development, in cooperation with Logistics Sector Skill Council (d) ("LSSC")/NSDC and aligned to the National Skill Qualification Framework;
 - Job training and job placement for successful candidates; and (e)
 - Provision of certain equipment for use at the PMKK, including, among other (f) things, scanners and computers, as EICI may deem necessary.
- The Institution shall be responsible for the following: 4.2
 - Mobilization of candidates; (a)
 - Identification and creation of necessary infrastructure as prescribed by the PMKK (b) Guidelines and other applicable norms issued by the MSDE, including classrooms which accommodate around 30 students, lab facility, reception and administration blocks, among others;
 - Identification of suitable trainers, who meet the minimum academic qualifications (c) and minimum experience prescribed by the SSC;
 - Execution of training to students of the PMKK; and (d)
 - Certification of students of the PMKK in cooperation with the LSSC/recognised (e) bodies of NSDC or MSDE, aligned to the particular course and job role.



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Each Party agrees, undertakes and covenants to the other Party that it shall take all 4.3 necessary steps to ensure that the terms of this Memorandum are complied with, to the extent they are not contrary with the provisions of the PMKK Guidelines and applicable laws. Further, each Party undertakes to comply with its obligations under this Memorandum and do all such other acts and things necessary or desirable to comply with the PMKK Guidelines and applicable laws in all respects, at all times.

5. REVENUE SHARE

- Revenue generated at the PMKK shall be based on the performance of the PMKK. The 5.1 NSDC shall, on a periodic basis as agreed, disburse payments to EICI. Details of expected number of students and PMKK performance metrics are provided in Annexure 1. It is clarified that the students/ trainees shall not be liable to pay any fees to the PMKK or to either Party in lieu of the training received.
- EICI and the Institution shall share revenue generated from the PMKK in the manner as 5.2 specified in Annexure 2.
- EICI shall, within 15 (fifteen) days of receipt of payments from NSDC, make payments to 5.3 the Institution as per the revenue share arrangement in Clause 5.2 above.

6. MANAGEMENT AND OPERATIONS

- 6.1 The Parties shall constitute an operations committee ("Operations Committee") which shall oversee the PMKK's activities and manage operations on a daily basis.
- The president of the Operations Committee shall be nominated by EICI. 6.2

REPRESENTATIONS AND WARRANTIES 7.

- Each Party represents and warrants to the other Party as follows: 7.1
 - They are duly organized and validly existing as per applicable law; (a)
 - They have the power to execute and deliver this Memorandum and to perform (b) their obligations under this Memorandum and have taken all actions necessary to authorise such execution and delivery and the performance of such obligations;
 - The execution and delivery of, and the performance of by the Parties, of their obligations under this Memorandum does not require the consent of any third party, or if required, such consent has been duly obtained and is valid and subsisting;

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- (d) The execution and delivery of this Memorandum by the Parties and the performance by the Parties, of their obligations under this Memorandum do not violate or conflict with any applicable law, or any order or judgment of any court or other Government authority applicable to them or any of their assets or any contractual restriction binding on or affecting them or any of their assets;
- (e) All authorisations of and all notices or filings with any Government authority that are necessary to enable them to enter into and perform their obligations under this Memorandum have been obtained or made and are in full force and effect; and
- (f) This Memorandum constitutes its legal, valid and binding obligations enforceable against the Parties in accordance with its terms.

8. INDEMNIFICATION

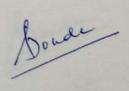
8.1 Each Party ("Indemnifying Party") agrees to indemnify, defend and hold harmless, the other Party and each of its members, respective directors, officers, advisors, agents, employees and affiliates (each, an "Indemnified Party") from and against any and all damages, losses and expenses suffered or incurred by the Indemnified Party in connection with or arising out of any act or omission under this Agreement that is attributable to the Indemnifying Party or its representatives.

9. GOVERNING LAW AND DISPUTE RESOLUTION

- 9.1 This Memorandum shall be governed by and construed in accordance with the laws of India. Subject to Clause 9.2 below, the courts in Mumbai will have jurisdiction over any dispute arising from this Memorandum.
- 9.2 All disputes arising out of this Memorandum, its breach, termination, implementation, interpretation or any matter connected therewith which the Parties cannot amicably resolve by themselves, will be exclusively settled by arbitration, held at Mumbai, in English language, under the provisions of the Indian Arbitration and Conciliation Act, 1996. The decision of the arbitrator will be final and binding on the Parties.

10. CONFIDENTIALITY

10.1 Each Party shall (and shall procure that its agents, employees, directors and advisors) shall keep all information relating to the other Parties and the contents of this Memorandum (collectively, referred to as the "Information") confidential, provided that nothing in this Memorandum shall restrict any Party from disclosing any Information (i) under applicable laws, or (ii) as may be required to fulfil the provisions of this Memorandum, and / or (iii) to its advisors (including financial, tax and legal advisors) and / or other third parties in



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connection with evaluating or entering into or furthering the objectives under this Memorandum.

11. MISCELLANEOUS

11.1 Successors and Assigns

Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, permitted assigns, assigns, heirs, executors and administrators of the Parties.

11.2 Severability

If any provision of this Memorandum is held to be illegal, invalid, or unenforceable under any present or future applicable law - (a) such provision or part thereof shall be fully severable; and (b) the remaining provisions of this Memorandum shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance herefrom, to the extent permissible under the applicable law. Without prejudice to the foregoing, the Parties hereto shall mutually agree to alternate legally valid and enforceable provisions, as similar to, in terms and effect, such illegal, invalid or unenforceable provisions, as may be possible

11.3 Term

Unless extended in writing by the Parties, the terms agreed under this Memorandum shall be valid for a period of 2 (two) years from the Execution Date ("Term"); provided however that the provisions of Clause 9 (Governing Law and Dispute Resolution), Clause 10 (Confidentiality) and Clause 11 (Miscellaneous), shall continue to survive the expiry of the Term. This Memorandum may be extended by the mutual agreement of both Parties for such period as the Parties may deem fit.

11.4 Amendments

This Memorandum may not be amended, modified or supplemented except by a written instrument executed by each of the Parties.

11.5 Binding Nature

The Parties agree that all terms of this Memorandum are binding provisions and are enforceable against the Parties.

[FOLLOWING THIS PAGE IS THE EXECUTION PAGE]







IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS MEMORANDUM TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY YEAR AUTHORISED REPRESENTATIVES AND AS OF THE DAY HEREINABOVE WRITTEN

Signed and delivered for and on behalf of EXPRESS COUNCIL OF INDIA

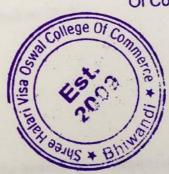
Signed and delivered for and on behalf of OSWAL SHIKSHAN AND RAHAT SHREE SANCHALIT SANGH HALARI VISA OSWAL COLLEGE COMMERCE

VIJAY KUMAR

Title: CHIEF OPERATING OFFICE

By: DR. (MRS.) SNEHAL S. DONDE PRINCIPAL Title:

Shree Halari Visa Oswal College Of Commerce, Bhiwandi.



Annexure 1 Expected Students and PMKK Performance Metrics

The expected PMKK capacity and revenue per student will be based on the following: 1.

(a)	Number of batches expected in a year:	8
(b)	Number of students in each batch:	300
(c)	No of students in each class	30
(d)	Number of average hours to be trained based on course:	As per the mandated hours prescribed for respective job roles by LSC
(e)	Approx. revenue/hour/student (INR)	As per the common cost norms prescribed by MSDE for respective job

- The Parties acknowledge that these metrics are indicative and not conclusive. NSDC will 2. disburse payments based on actual number of candidates mobilised, trained and certified.
- The Parties shall make best efforts to improve infrastructure and optimise student capacity 3. in the PMKK.



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Annexure 2 Revenue Share

Revenue generated in the PMKK by way of NSDC disbursements shall be shared between EICI and the Institution in the following manner:

The revenue once realised from NSDC would be shared as follows:

- (a) On Mobilisation of candidates for training 30% to Institution; and
- (b) On training and certification of candidates 40% to Institution.

Note: As per NSDC policy on amount paid for mobilisation of candidates, there would be deductions for candidates who have not cleared the assessment.









MEMORANDUM OF UNDERSTANDING

Between

Bhiwandi Nizampur City Municipal Corporation (BNCMC), Bhiwandi, herein refer to as First party having its office at Juna ST Road, Old SP Stand, New Building, Opp. Rajiv Gandhi Flyover, Bhiwandi, Maharashtra 421302, represented by Mr. Manohar Hire, Commissioner

And

Oswal Shikshan & Rahat Sangh Sanchalit Shree Halari Visa Oswal College of Commerce, Bhiwandi, herein refer to as Second party, Near Bhiwandi road Railway Station, Anjurphata, Bhiwandi- 421305, represented by Dr. (Mrs.) Snehal Donde, Principal

This Memorandum of Understanding signed on 17/06/2019 sets for the terms and understanding between the Bhiwandi Nizampur City Municipal Corporation (BNCMC) and Shree Halari Visa Oswal College of Commerce (SHVOCC), Bhiwandi, to conduct various activities with regards to the field of (i) Education (ii) Water conservation and river rejuvenation (iii) Adoption of shelter home and (iv) maintaining health and hygiene.

The mode of implementing the joint initiatives shall be as given below:

A. Education:

- Dr. Snehal Donde, Principal of SHVOCC and an ardent educationist shall be inducted on Education Advisory Committee to help and advice BNCMC affiliated schools for up gradation and improvement in its education.
- BNCMC and SHVOCC shall conduct teacher's development programme in collaboration with expertise of SHVOCC and organizing expenses by BNCMC.
- B. Water Conservation and River Rejuvenation.
 - 1. Expertise of College Principal Snehal Donde shall be taken for overall tool making and guidance for survey work. Expertise fees shall be paid to her.



- 2. Sample survey to be conducted by college students and analysis via third party (Non-Governmental agency) to be carried out so as to ensure unbiased data collection and analysis. The amount towards this will be paid according by BNCMC.
- 3. BNCMC is ready to provide commutation charges snacks, stationery for survey tool and all kinds of printing charges to SHVOCC.
- 4. For survey report presentation in Conferences and publication in journal amount shall be paid by Bhiwandi Nizampur City Municipal Corporation to college. Acknowledgement of BNCMC shall be there in all publications.

C. Adoption of Shelter home:

- 1. Azmi Nagar, Shelter home that is under National Urban Livelihood Mission Department of the Bhiwandi Nizampur City Municipal Corporation shall be adopted by Shree Halari Oswal College of Commerce, Bhiwandi and its students shall work voluntarily for its smooth functioning.
- 2. BNCMC shall provide certificate for successful conduct of such activity.
- 3. Snacks and commutation expenses will be borne by BNCMC

D. Health and Sanitation:

- 1. College will help for ground level reach to maximize public participation in Swachh Bharat Abhiyaan as part of Information Education Communication (IEC) of people for sustainable health & sanitation.
 - 2. College shall carry out survey of 1000 families. Based on this survey, corporation and college will formulate a scheme to carry out overall IEC activities and maximize public participation in dry and wet waste segregation and total sustainable sanitation.
 - 3. Snacks, stationery, commutation and printing charges shall be borne by BNCMC.
 - 4. Mrs. Vandana Gulve, Deputy Commissioner for Health & Sanitation from Bhiwandi Nizampur City Municipal Corporation and College Principal Snehal Donde will coordinate for the MoU and a joint report will be produced.

Both the parties agree to collaborate for 5 years for the upliftment and progress of the Bhiwandi city.

Contact Information:

Mr. Manohar Hire





Representing - Bhiwandi Nizampur City Municipal Corporation

Address- Juna ST Road, Old SP Stand, New Building, Opp. Rajiv Gandhi Flyover, Bhiwandi, Maharashtra 421302

E-mail-

Dr. (Mrs.) Snehal S. Donde

Representing- Oswal Shikshan & Rahat Sangh Sanchalit Shree Halari Visa Oswal College of Commerce, Bhiwandi

Position-Principal

Address- Oswal Shikshan & Rahat Sangh Sanchalit Shree Halari Visa Oswal College of Commerce, Bhiwandi, Near Bhiwandi road Railway Station, Anjurphata, Bhiwandi-421305

E-mail- principalshvocc09@gmail.com

MoU signed by:

Date:

Cri

Mr. Manohar Hire

Commissioner, Bhiwandi Nizampur City Municipal Corporation

(First Party)

Dr. (Mrs.) Spehal S. Donde, PIDRIHMESI) SNEHALISI DONDE Colleg Pal Not Padrce Shree Hatarin Mispan Qual College Of Commerce, Bhiwandi.



MEMORANDUM OF UNDERSTANDING

Between

Shree Krishna Education Cultural Trust(SKECT), Mumbai,SKECT Women Water Warriorsestablished in 2010 and pioneering in Maharastra, West Bengal, Tripura in water conservation and literacy programmes, herein refer to as First party having its office at Plot no 556, Kher Section, Ambernath E. Maharashtra 421, represented by Mr. Anant Ghosh. Chairman

And

OswalShikshan&Rahat Sangh SanchalitMansi Bharat Gada Degree College of Commerce, Bhiwandi, established in 2009 and imparting undergraduate education in Bhiwnadi, herein refer to as Second party, having College Near Bhiwandi road Railway Station, Anjurphata, Bhiwandi-421305, represented by Dr. (Mrs.) Snehal Donde, Principal

This Memorandum of Understanding signed on _2nd Jan, 2019 sets for the terms and understanding between the Shree Krishna Education Cultural Trust (SKECT) Mumbai, SKECT Women water Warriors and Mansi Bharat Gada Degree College of Commerce (MBGDCC) , Bhiwandi,to conduct various activities in the field of (i) Education and (ii) Water conservation and river rejuvenation

The mode of implementing the joint initiatives shall be as given below:

A. Education:

- SKECTbeing pioneers in education quality initiatives shall advice MBGDCCand Bhiwandi corporation affiliated schools in collaboration for quality up-gradation and improvement of education in Bhiwandi region.
- 2. MBGDCC and SKECT shall conduct teacher's development programme in collaboration improving the quality of teachers in Bhiwandi region in schools and higher education.
- 3. Education collaboration shall facilitate NAAC with regards to project-based learning initiatives by connecting with community.
 - B. Water Conservation and River Rejuvenation.
 - Expertise of SKECT expert shall be taken for overall tool making and guidance for Swachta and Socio-economic Survey by involvement of the NSS Volunteers.

2. Water and soil Sample survey to be conducted by college students and analysis via third party (Non-Governmental agency) to be carried out so as to ensure unbiased data collection and analysis for portable water availability in Bhiwandi

Both the parties agree to collaborate for 5 years for resolving the water issues and the quality of education for the upliftment and progress of the Bhiwandi region in Thane District.

Contact Information:

Mr. Anant Ghosh

Representing -SKECT Women Water Warriors

Position- Executive Chairman

Address- Plot no. 556, Kher Section, Ambernath E

Contact no. 9960358920

Dr. (Mrs.) Snehal S. Donde

Representing- OswalShikshan&Rahat Sangh SanchalitMansi Bharat Gada Degree College of Commerce, Bhiwandi

Position-Principal

Address- OswalShikshan&Rahat Sangh SanchalitMansi Bharat Gada DegreeCollege of Commerce, Bhiwandi, Near Bhiwandi road Railway Station, Anjurphata, Bhiwandi-421305

E-mail- principalshvocc09@gmail.com

MoU signed by:

Date:

Mr Anant Ghosh Shri Krishna Edil Ve Channan Gultural Trust

SKECT Women Water Warriors

(First Party) **Authorised Signatory**

Dr. (Mrs.) Shehal S. Donde,

Mansi Bharat Gada Degree College Mansi Bharat Gada Degree College Of Commerce



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Memorandum of Understanding

Between

Institute of Chartered Accountants of India (ICAI), Kalyan Dombivli branch, herein refer to as Client having its office at Unit No. 3, first floor, Sharad complex, near Archies Gallaery. Oak Baug, Station road, Kalyan (west) 421301, represented by Mr Shekhar Patwardhan. And Chairman

Oswal Shiksnan & Rahat Sangh Sanchalit Shree Halari Visa Oswal College of Commerce, Bhiwandi, near Bhiwandi Road Railway Station, Anjurphata, Bhiwandi Dist- Thane. 421305, represented by Dr. Mrs. Snehal Donde, Principal

This Memorandum of Understanding (MOU) signed on 03/05/2017 sets for the terms and understading between the ICAI Kalyan-Dombivli branch, Kalyan and the Shree Halari Visa Oswal College of Commerce - Bhiwandi. To conduct CA orientation programme.

Background:

Room With Projector) to carry out its Orientation Course for students who are doing CA. Their representative Mr Shekhar Patwardhan approached Dr. Snehal Donde of Oswal Shikshan & Rahat Sangh Sanchalit Shree Halari Visa Oswal College of Commerce proposal of CA orientation with a request to conduct the aforesaid programme at the Shree Halari Visa Oswal College of Commerce. After discussing the modalities, both parties agreed as below:

Purpose

This MOU is signed for the purpose of conducting the CA orientation programme for new recruit CA candidates, for ICAI Kalyan- Dombivli branch.

Responsibility

- Oswal Shikshan & Rahat Sangh Sanchalit Shree Halari Visa Oswal College of Commerce shall be responsible for
 - a. Providing the class room with Computer and Projector, coordinator and peon to conduct the orientation programme. The Class Room Capacity shall be 50 students
 - Coordinating the Faculties to teach in the orientation programme as needed by ICAI Kalyan Dombivli branch, on cost basis.
 - c. Coordinating the orientation programme that includes monitoring of attendance and helping ICAI Kalyan Dombivli branch in scheduling the sessions etc.
 - d. Providing one time tea every day to all the candidates attending the orientation programme for all the programme conduction days.
- 2. The ICAI Kalyan Dombivli branch shall be responsible for
 - a. Appointing faculty for conducting the sessions as a part of the orientation programme and paying them at the pre decided rates.
 - b. Compensating Oswal Shikshan & Rahat Sangh Sanchalit Shree Halari Visa Oswal College of Commerce for using the facilities and coordination work as mentioned above with a sum of Rs 32000/- (Rupees thirty two thousand Only) for conduction one cycle of orientation programme of 15 days duration with 6 hrs per day classes and it includes the remuneration to coordinator, peon and payment for one time tea supplied to participants every day during the programme but excludes remuneration to faculty as required.

Duration

This MOU shall become effective upon signature by the authorized officials from both sides and will remain in effect until modified or terminated by andy one of the parties by matual consent.

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Contact Information

Mr Shekhar Patwardhan

Representing - ICAI Kalyan Dombivli branch

Position- Chairman

Address- Unit No. 3 first floor, Sharad complex, near Archies Gallaery,

Oak Baug, Station road, Kalyan(west) 421301.

Mobile No- 8291718321/888614381

E-mail- kalyan-dombivali@icai.org

Dr. Mrs. Snehal Donde

Representing - Oswal Shikshan & Rahat Sangh Sanchalit

Shree Halari Visa Oswal College of Commerce

Position-Principal

Address- Oswal Shikshan & Rahat Sangh Sanchalit

Shree Halari Visa Oswal College of Commerce,

Near Bhiwandi Road Railway Station, Anjurphata, Bhiwandi

Dist-Thane, 421305

Mobile No. 98190898651/02822278115

E-Mail- principalshvocc09@gmail.com

J. D. Potwardban

Signature

Date: - 03 | 05 | 2017

Mr. Shekhar Patwardhan

Institute of Chartered Accountants of India (ICAI)

Chairman- Kalyan Dombivli Branch

(Party 1)

Dr. Mrs. Snehal Donde

Date:- 03 05 2017 -

Oswal Shikshan & Rahat Sangh Sanchalit

Shree Halari Visa Oswal College of Commerce

Principal

(Party 2)