



MEMORANDUM OF UNDERSTANDING

For

Conducting employability enhancement programs and organizing job fairs for the students of DEPARTMENT OF PM&IR , PATNA UNIVERSITY, PATNA.

BETWEEN

DEPARTMENT OF PM&IR, PATNA UNIVERSITY, PATNA

AND

NAANDI FOUNDATION & MAHINDRA PRIDE CLASS ROOM





MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter referred to as "**MoU**") is executed at Patna on the 31st Day of the January Month of the year 2019 by and between:

POST GRADUATE DEPARTMENT OF PERSONNEL MANAGEMENT AND INDUSTRIAL RELATIONS (PM & IR) PATNA UNIVERSITY represented by the Head of the Department, POST GRADUATE DEPARTMENT OF PERSONNEL MANAGEMENT AND INDUSTRIAL RELATIONS (PM & IR) PATNA UNIVERSITY, Darbhanga House, Ashok Rajpath, Patna as the First Party

AND

Naandi Foundation, a Public Charitable Trust incorporated under the Indian Trusts Act, having its registered office at 502, Trendset Towers, Road No 2, Banjara Hills, Hyderabad – 500 034, Telangana, India represented by Shri. Raj Iyer, Chief Youth Employment Officer, through its authorized signatory (hereinafter referred to as "**Naandi**" which expression shall mean and include its heirs, successors, executors, administrators, authorized representatives and permitted assigns) as **SECOND PARTY.**

(Both Parties are hereinafter jointly referred to as "Parties" and individually as a "Party")

WHEREAS, the PG DEPARTMENT OF PERSONNEL MANAGEMENT AND INDUSTRIAL RELATIONS (PM & IR) PATNA UNIVERSITY, is an academic department of one of the leading and oldest Universities in India and imparting education in U.G., P.G., Certificate and Research programs in various disciplines.

WHEREAS, Naandi Foundation is an apolitical, autonomous Public Charitable Trust and a not for profit organisation having registration under section 12AA of income tax act, 1961 is tax exempt and is recognised by tax authorities as an organisation established for 'charitable purpose'

WHEREAS Naandi is working with an objective of people centred development through its charitable activities in whole of India, without distinction of caste, creed or religion, etc

WHEREAS Naandi engaged, inter alia, in improving the livelihoods of the underprivileged communities through its various social initiatives, developmental programs, in various states of India. Naandi's activities include, education to underprivileged children with a specific focus on girl child education, improving livelihoods of small and marginal farmers through its farming practices, employable training and skill development programs to underprivileged youth, provision of safe drinking water to communities, etc

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WHEREAS Naandi, in furtherance of its objectives and as a part of its skill development program to underprivileged youth, wish to build and enhance the employability skill set of the students of PG DEPARTMENT OF PERSONNEL MANAGEMENT AND INDUSTRIAL RELATIONS (PM & IR) PATNA UNIVERSITY, PATNA, BIHAR.

WHEREAS, PG DEPARTMENT OF PERSONNEL MANAGEMENT AND INDUSTRIAL RELATIONS (PM & IR) PATNA UNIVERSITY, is desirous of engaging Naandi Foundation in employability skill building programs and organizing job fairs for its students.

WHEREAS both the parties having recognised each other's intention of supporting the students, studying in PG DEPARTMENT OF PERSONNEL MANAGEMENT AND INDUSTRIAL RELATIONS (PM & IR) PATNA UNIVERSITY, its Constituent Colleges and Institutes to work together in the space of employability skill development initiative.

WHEREAS both the parties have decided to reduce the mutually agreed terms and conditions into writing

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO ASUNDER:

I: The employability skill development program (Mahindra Pride Classroom)

- 1.1 The programs shall be carried out in and for the students of PG DEPARTMENT OF PERSONNEL MANAGEMENT AND INDUSTRIAL RELATIONS (PM & IR) PATNA UNIVERSITY, its Constituent Colleges and Institutes. A list of such colleges/institutes is given on the official website of PG DEPARTMENT OF PERSONNEL MANAGEMENT AND INDUSTRIAL RELATIONS (PM & IR) PATNA UNIVERSITY and periodically published in the Annual report of the University.
- 1.2 The beneficiaries/students shall be the final year students or as specified by the Competent Authority of the PG DEPARTMENT OF PERSONNEL MANAGEMENT AND INDUSTRIAL RELATIONS (PM & IR) PATNA UNIVERSITY.
- 1.3 The skilling program shall be for duration of 40 hours or as the case may be decided mutually by the parties.
- 1.4 The program shall include Soft-Skills, Communication Skills, Life Skill and Interview preparations for the beneficiaries under employability skill development program. The beneficiaries may be trained in any other skill set, as mutually decided by both the parties, that improves their employable skill and livelihoods.

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1.5 The first party or the respective college/institute/university shall select the beneficiaries/students for the said program.

II: Obligations of the First Party

- 1.1 Ensure that the necessary infrastructures like well-equipped class rooms are made available where the program shall be implemented.
- 1.2. Ensure that each of the selected department/ colleges/ Institutes identify one resource person from their faculty to co-ordinate between the beneficiaries/students, the Institute management and the second party. Contact details of such identified resources shall be shared with the rest of the team.
- 1.3 The Placement Officer, PG DEPARTMENT OF PERSONNEL MANAGEMENT AND INDUSTRIAL RELATIONS (PM & IR) PATNA UNIVERSITY or any representative as authorized by the Competent Authority, will be the SPOC (single point of contact) for execution/implementation of the said programs/job fairs.

III: Activities of the Second Party (Naandi):

- 1.1. Prepare content that will be most effective in training the beneficiaries/students.
- 1.2 Provide the first party a detailed Course Schedule containing curriculum and day wise lesson plans of courses to be conducted
- 1.3 Ensure that well-trained trainers are identified for each department/college/institute to ensure overall success of the Project.
- 1.4 Ensure for necessary audio-visual equipments and consumables, like, stationeries (if any) etc.
- 1.5 Monitor the program by conducting periodic assessments to ensure that the trainers do a quality job.
- 1.6 At periodic intervals, give a narrative report to the first party with the challenges met, opinion about the program, suggestions for improvement and feedback from the trainees. Similarly, parameter-based impact evaluation report shall be prepared by second party and submitted to first party periodically on completion of trainings for all students. A consolidated impact report shall be submitted on evaluating impact at project intervention level.
- 1.7 To make necessary arrangements (if any) for scaling up the programs to be run simultaneously at various centers/ departments/ colleges and institutes of UoA.

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$1.8\ \mbox{SPOC}$ along with the key officials of the Foundation to be shared.

IV. TERM:

The MoU will be effective for the Academic Year 2018-19 and 2019-20. The MOU may be extended on mutually agreed terms for a further period of one year or for such other period **V. Fee:**

The Program shall be free of cost. Naandi shall not charge any fees on whatsoever account/name either from the students or PG DEPARTMENT OF PERSONNEL MANAGEMENT AND INDUSTRIAL RELATIONS (PM & IR) PATNA UNIVERSITY or its affiliated institutions, for conducting the aforesaid program.

VI. Certification:

Certificates shall be awarded by Naandi to the students on successful completion of the training and clearing of the assessment held post completion of the program.

VII. Standard Operating Procedures (SOP) for organizing job fairs. (Attached as an annexure)

VIII. General Terms

Amendments to the MoU:

No amendment or modification of this MoU shall be valid, unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modifications/changes shall be effective from the date on which they are made/ executed, unless otherwise agreed to.

Compliance with laws, statutes, rules and regulations of Government / local authority:

Both the parties shall comply with all laws, statutes and rules & regulations of Central and State Governments or Local authorities that may be applicable from time to time as required under this MoU.

Termination:

PG DEPARTMENT OF PERSONNEL MANAGEMENT AND INDUSTRIAL RELATIONS (PM & IR) PATNA UNIVERSITY shall have the right to terminate the MoU, after issuing a show cause to Naandi, in case the Second Party fails to fulfil their obligations as mentioned in the MoU, or violates any of the clause mentioned in the MoU.

Assignment

0/2/19 Key

Naandi shall not be entitled to assign any of its rights, benefits or obligations under this MoU without written consent of PG DEPARTMENT OF PERSONNEL MANAGEMENT AND INDUSTRIAL RELATIONS (PM & IR) PATNA UNIVERSITY.

Relationship

Nothing contained in this MoU will be construed as creating any agency, partnership, joint enterprise or other similar relationship between the parties. Neither party will have authority to contract for or bind the other in any manner whatsoever. This MoU confers no rights upon either party except those expressly granted herein, and does not confer any right upon either party to make any representation or commitment on behalf of the other.

Confidentiality:

The parties shall severally take care to ensure that the information provided by the other party remains confidential and further agreed not to use the Confidential Information for any purpose other than the purpose for which it is intended. The parties shall not disclose any Confidential Information to anyone other than the employees of either organization who need to know the Confidential Information.

(Please note the copy of the MoU will be a public document and will be uploaded on the website of the University)

IN WITNESS WHEREOF this MoU has been executed by the duly authorized representative of each Party on the day, month and year first above written.

For PG DEPARTMENT OF PERSONNEL

MANAGEMENT AND INDUSTRIAL

RELATIONS (PM & IR) PATNA UNIVERSITY

NAME: Dr. Sunita Roy

Designation: HEAD OF PMIR DEPARTMENT,

PATNA UNIVERSITY

For NAANDI FOUNDATION

Name: Mr. Atul Kumar Pandey

Designation: Admin & Soft Skill Trainer

Naandi Foundation

head

Department of Personnel Management and Industrial Relations Patna University Patria The parties shall severally take care to ensure that the information provided by the other party remains confidential and further agree not to use the Confidential Information for any purpose other than the purpose for which it is intended. The parties shall not disclose any Confidential Information to anyone other than the employees of either organization who need to know the Confidential Information.

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For DEPARTMENT OF PM&IR, PATNA UNIVERSITY, PATNA

Secretary 01.02.19 (Signature)

NAME: Dr. Sunita Roy

Designation: HEAD OF PM & IR DEPARTMENT

PATNA UNIVERSITY

For NAANDI FOUNDATION & MAHINDRA PRIDE CLASS ROOM

Atul Kumova Pandey

(Signature)

Name: Mr. Atul Kumar Pandey

Designation: Admin & soft skill trainer

Department of Personnel Management and Industrial Relations

Patra University Patra