

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding is signed on the -----, -----, in the year - 2014 (Two Thousand and Fourteen) at Patna, between **Bihar Board of Open Schooling & Examination**, an autonomous organization of the Department of Education, Government of Bihar and registered Society under the Bihar Registration Act, 1860, (**hereinafter called 'BBOSE' or the First Party**) having its registered office presently at Chanakya National Law University Campus, Mithapur, Patna - 800001 (Bihar).

and

.....,

a Non-Government Organization, registered vide Reg. no..... under having its office at, P.S.-....., P.O.-....., District- Pin Code -; as a Training Provider, hereinafter referred to as the Second Party and henceforth, collectively both referred to as "Parties" to this Memorandum of Understanding.

1. Whereas, BBOSE, considered to be "The First Party" to the training programme is the Nodal Agency of Government of Bihar, with mandate to "Reach the Unreached" in terms of **Skill Development and Vocational Education** along with School Level Education, in Bihar, through Open & Distance Learning mode. As such, it is striving to provide relevant and high quality training programmes to achieve this mandate.
2. Whereas, "The Second Party" to the training programme, is a NGO engaged in the work of providing training for Skill Development & Vocational Training, shall ensure to provide quality skills training to the students of **Hunar-IV** in allotted areas in the State of Bihar to the Second Party by the First Party.
3. The Programme for which this MOU is being signed and whereas is to be known as "Skill Development and Vocational Training for Girl students under the Project Hunar-IV" launched by the Government of Bihar and implemented through BBOSE.
4. This Memorandum of Understanding would remain valid till final completion of the Training Course and distribution of Certificates regarding successful completion of training by the trainees. It may be extended for specified period by mutual consent of the two Parties.
5. Whereas, the Training Provider the Second Party is desirous of undertaking a joint project for the implementation of training programme under the direction & supervision of BBOSE, the aforesaid two parties to this Memorandum of Understanding, having the intention of both being legally bound, solemnly accept the following terms and conditions.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS :-

5. Scope of work -

The scope of work shall be to provide Skill Development & Vocational Training to the girl students of allotted districts of Bihar.

5.1 The Second Party will provide and identify the training centre(s).

- 5.2 The Second Party will identify, train and deploy a pool of trainers to deliver the training programme.
- 5.3 The training programme will be conducted on each working day. The project is supposed to be completed in 6 months or 1 year, as specified by BBOSE for each course followed by the Public Examination and certification by BBOSE.
- 5.4 The Second Party will decide norms and eligibility criteria for selection of trainers as per the requirement delineated by BBOSE, and maintain transparency in their selection process. Second Party shall keep the First Party informed of the same.
- 5.5 The trainers have to be oriented through master trainers on the guidelines and syllabus provided by BBOSE before they actually start executing/conducting the programme. Information about this should always be given to the First Party.
- 5.6 As per BBOSE guidelines, actual execution and conduct of the training would involve covering all aspects of curriculum - teaching/learning and sharing of resources for training of the trainees, as per syllabus provided by the First Party.
- 5.7 Each training provider will be required to keep, for each training centre, one 3G (preferably Airtel) Android mobile with GPS sensor with processor of 1.2GHz dual core, and camera of 5 mega pixel (preferably Samsung or Micromax). This mobile phone should be used by the Second Party to send daily attendance, through visual as well as digital means, of each training class. Manual attendance record should also be maintained in the Register by the Second Party in the format provided by the First Party.
- 5.8 For the days, the attendance is not uploaded by the Second Party, the training will be treated as not done and the Second Party shall be liable to forfeit the proportionate training payment for that day.
- 5.9 The Second Party should locate its Training Center(s) at a convenient place so that no candidate has to travel for a long distance. As such the Training Centres should preferably be within a radius of 3 kms of the trainee's residence.
6. Obligations of the First Party : The following shall be the obligations of the First Party -
 - 6.1 To provide the list of Trainees,
 - 6.2 To provide necessary study material for Trainees.
 - 6.3 To provide photo Identity Cards for the Trainees.
 - 6.4 To monitor Training providers from time to time to ensure quality training.
 - 6.5 To seek assistance of the Second Party in preparation of Tutor Marked Assignment (TMA), if required, and also for its distribution to learners and its evaluation.
 - 6.6 To provide timely clarifications and issue guidelines for improving training programme in the form of Academic/Administrative Inputs and any other necessary information to the Training Provider.
 - 6.7 To keep close watch on the execution of training programme, monitoring shall be maintained by the First Party to ensure timely and proper training. To inspect the training anytime to assess - (a) quality of training, (b) availability of trainers in the Centre as per schedule.
 - 6.8 On the basis of inspection, lapses/irregularities/deviation from prescribed norms, if detected, during the said inspection, appropriate administrative/legal

action may be initiated by the First Party against the Second Party. Administrative action may include imposition of monetary penalty, equal to or more than, one day's training cost. The services of Second Party may even be terminated, if found necessary.

- 6.9 The work order shall be given by the First Party for specific area(s) and may be extended to other area(s) within same or other area(s) during the validity of this Agreement. Additional work orders will be issued to the Second Party based on the performance of the Second Party, which will be measured in terms of quality of training and availability of resources to be assessed by the First Party, from time to time.
- 6.10 The First Party reserves the right to increase/decrease the number of trainees within area(s) and may add/allot another NGO within the area(s) to complete the training programme within specified time, for which the Second Party will have no ground to object, or, discontinue the training programme.
7. **Obligations of the Second Party :** The following shall be the obligations of the Second Party -
- 7.1 To provide training on the course allocated to the trainee(s) as per guidelines provided by the First Party.
- 7.2 The Second Party shall deploy the trainers and other required resource personnel, procedure in place before the start of the training.
- 7.3 Distribute required number of Form(s) and Instruction Sheet(s) as received from BBOSE to all trainees or those as advised by BBOSE.
- 7.4 Distribute Identity Cards to girls as received from BBOSE.
- 7.5 Ensure timely delivery of study materials and training modules free of cost to all learners as received from BBOSE.
- 7.6 Organizing additional classes, wherever necessary, during the training period.
- 7.7 Making available all required information to BBOSE within stipulated time.
- 7.8 Conducting Unit Test(s) and their evaluation, developed by BBOSE.
- 7.9 Provide detailed database of all trainers under the training programme.
- 7.10 Appoint and pay all employees related to this project, or, invite outside faculty on its own. BBOSE shall have no legal, financial or any other responsibility towards them.
- 7.11 Strictly follow the course syllabus for the specific programme supplied by BBOSE.
- 7.12 Transmit daily attendance of trainees to BBOSE, in the mode and manner as details in para 5.7 above.
8. **Training**
- 8.1 The Second Party shall ensure that trainings are conducted compulsorily for the stipulated time as per the guidelines of BBOSE.
- 8.2 It shall be mandatory for the Second Party to facilitate effective theory and practical training hours required for the particular course/programme.
- 8.3 Shall employ quality trainers to train, counsel and mentor the trainees.
- 8.4 Shall co-operate with the First Party in conducting the Examination.

9. Attendance

- 9.1 The Second Party shall maintain physical attendance registers for both trainers and trainees.
- 9.2 Maintain records of the trainees with relevant database and their regular attendance and share them with BBOSE timely.

10. Certification

BBOSE will conduct examination and issue certificates to all learners on successful completion of the respective training programmes as certified by the training provider.

11. Delays:

The Second Party shall proactively do all the timely coordination with the First Party to ensure timely completion of its allotted Course.

12. REPORTING OBLIGATION

The Second Party shall submit to the First Party reports and documents as may be required and specified and at such frequency as decided by the First Party.

13. SETTLEMENT OF DISPUTES

Both the parties shall use their best efforts to settle amicably disputes arising out of or in connection with this MOU, or, interpretation thereof. If any dispute arises, the decision of the CEO, BBOSE will be final and acceptable to both parties. As to matters between the parties, arising pursuant to this MOU, which cannot be settled amicably, either party may require that the dispute be referred to for resolution to any formal mechanism, which may include, but are not restricted to, conciliation, mediated by a third party acceptable to both. All Arbitration proceedings shall be held at the office of CEO, BBOSE at Patna, Bihar.

14. Financial Mechanism of the Training Programme -

14.1

- (a) BBOSE will keep 20% of the entire amount allocated to NGO, as incurred for its administrative expenses and the remaining 80% payment will be paid to the Training provider in three instalments as 40%, 25% and 15% as detailed below -
- (b) 1st Instalment of 40% will be released within one month after start of the training.
- (c) 2nd instalment of 25% will be released after the completion of 75% progress of the training and submission of progress report, thereof,
- (d) 3rd instalment of 15% will be released on the basis of reports of all i.e., the centre`s principals, wardens and publication of examination results.

14.2

The 80% amount paid to the Second Party shall be used strictly for the expenses detailed in para-(4) of the notification no 1024 dt 06-09-2013, calling for Expression of Interest by NGOs, issued by The First Party

15. Force Majeure

In the event of non-fulfillment of the contract, terms and conditions of this contract due to any reason of **force majeure** namely fires, wars, riots, strikes, natural calamities, etc., neither the Training Provider (the 2nd party) nor BBOSE (the 1st Party) shall be held responsible for any loss or consequential loss.

16. Breach of Agreement

BBOSE shall have the right to terminate the agreement with the Training Provider, in case the Training Provider either fails to provide the services successfully as mentioned in the Agreement, or violates any of the clauses/changes mentioned in the MOU, or, exploits the student(s) or misuses the partnership with BBOSE in any way.

17. Period of Validity of the Agreement

This Memorandum of Understanding would remain valid till final completion of the Training Course and distribution of Certificates regarding successful completion of training by the trainees. It may be extended for specified period by mutual consent of the two Parties.

18. Arbitration

Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual consultations and agreements by the parties to the Agreement.

19. Training Programme

A detailed programme schedule will be provided by the First Party for conducting Theory and Practical classes. The coverage shall be across all the Districts of the State at the Centre(s) to be set up by the Second Party.

20. ENTIRE UNDERSTANDING & AMENDMENTS

This MOU constitutes the entire understanding between the Parties relating to the subject matter herein and supersedes all previous discussion etc., whether verbal or in writing. No amendment to this MOU will be effective unless it is in writing and signed by an authorized representative of each Party.

21. APPLICABLE LAW

This Agreement shall be governed by and interpreted in accordance with the Laws of India, without regard to the conflicts of law provisions thereof.

In witness whereof, the authorized signatures representatives of the Parties have hereto set their hands upon the date first above written. written above in the First paragraph of the Memorandum

For and on behalf of the First Party

For and on behalf of the Second Party

Bihar Board of Open Schooling and Examination (BBOSE) Signature	Non/Government Organization (Service Provider) Signature
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Name Designation & Seal	Name Designation & Seal
Witness : (Name & Address) Witness : (Name & Address)	Witness : (Name & Address) Witness (Name & Address)