



MEMORANDUM OF UNDERSTANDING

Gurugram University, Gurugram

&

Amass Skill Ventures Pvt. Ltd



This **Memorandum of Understanding ("Agreement")** is entered into at **Gurugram** on this **29th Day of May 2024**, between.

Gurugram University a State Govt. University Established under Haryana Act.17 of 2017 and having its Office at Rao Tula Ram College of Commerce & Science, Sector 51, Gurugram-122018 hereinafter referred to as "**GURUGRAM UNIVERSITY**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its designated nominees, successors and assigns, represented by its authorized representative.

AND

Amass Skill Ventures Pvt. Ltd., a Company incorporated under the Companies Act 1956, and having **CIN No: U74999HR2012PTC0477745** and its Registered Office at **2nd Floor, Shri Krishna Dharam Kanta Complex, Naharpur Rupa More, Opposite Anaj Mandi, Delhi-Jaipur Highway, Gurgaon, Haryana- 122001** (here in after referred to as "**ASVPL**"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its designated nominees, successors and permitted assigns.

GURUGRAM UNIVERSITY and **ASVPL** are hereinafter referred to individually as a "Party" and collectively as the "Parties".

Whereas **GURUGRAM UNIVERSITY** is engaged, inter alia, in the business of providing education to the students.

Whereas **ASVPL** is approved **Third Party Agency (TPA)** by **Director General of Training, Ministry of Skill Development and Entrepreneurship** for facilitation on implementation of Apprentices Act in Industries and also a training partner with **NSDC (National Skill Development Corporation)** under **Ministry of Skill Development and Entrepreneurship**.

Whereas **GURUGRAM UNIVERSITY** is willing to engage apprentice as per The Apprentices Act, 1961 and is desirous of engaging the Services of **ASVPL** and **ASVPL** has accepted the offer of **GURUGRAM UNIVERSITY** to provide such services as more specifically described in **Annexure 1 ("Services")** of this Agreement.

ASVPL has made itself fully acquainted with the type, nature, and scope of work in connection with the Services to be provided.

NOW THIS AGREEMENT, WITNESSETH AS UNDER:

1. SCOPE OF SERVICES

- 1.1 ASVPL will guide the team of Gurugram University to handle the portal related activities.
- 1.2 Do handholding in trade selection, course mapping, and duration of apprentices.
- 1.3 Support in DBT/Challan Submission if required.
- 1.4 Support in candidate selection, registration etc.
- 1.5 ASVPL shall do all required documentation for **BTP (Basic Training Program)** approval if required.



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2. SERVICE FEES

- 2.1 Entire services under this agreement will be Free of Cost to Gurugram University.

3. RIGHTS AND OBLIGATIONS OF ASVPL

- 3.1 **ASVPL** warrants/undertakes to:-

- 3.1.1 Do all documentation and get BTP approved from the concerned Authorities, all tools, equipment & fixtures to be arranged by **GURUGRAM UNIVERSITY** for getting Training center approval.
- 3.1.2 Complete entire portal related activities in compliance with the applicable laws in India and **GURUGRAM UNIVERSITY's** requirements.
- 3.1.3 If required do handholding to the team to submit the DBT/challan to the concerned Authorities and follow-up for the reimbursement/ benefits of the stipend paid to the Apprentice.
- 3.1.4 Do periodical assessment and submit the report to concerned authorities if required.
- 3.1.5 Any other requirement arises from time-to-time with mutual consent for effective implementation of the program.

4. RIGHTS AND OBLIGATIONS OF GURUGRAM UNIVERSITY-

GURUGRAM UNIVERSITY shall undertake to:-

- 4.1 Provide required infrastructure and support as may be deemed necessary for training requirements of the Apprentice or as may be required as per Government guidelines or policy.
- Provide all required details & documents to **ASVPL** which is necessary for apprentice engagement.
- 4.2 Other documents which are required as per **Apprentice Act, 1961**, including the Act amended from time to time.
- 4.3 Through signing of this agreement GURUGRAM UNIVERSITY Authorizes **ASVPL** to act on behalf of **GURUGRAM UNIVERSITY** limited to only scheme related conversation with **Apprentice, DGT/RDST/NSDC/SSC/BOAT/BOPT, Apprentice Advisor** and other associated officials.
- 4.4 Provide support to **ASVPL** for overall hiring and designing of training program for Apprentice including opening of Bank accounts of Apprentice.
- 4.5 Facilitate to Provide basic training to fresher Apprentice and on job training/ practical training at work place as per the guidelines of concerned authority or as per the legal provisions of laws as may be applicable from time to time.



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4.6 Manages Human Resource Management System (HRMS) portal and **process payroll** of Apprentices.

4.7 Give monthly stipend to Apprentice as per Contract of Apprentice agreed by Apprentice and **GURUGRAM UNIVERSITY** and as per the schemes or guidelines of Government/Authority.

4.8 Adhere to the scheme guidelines updated from time to time.

4.9 Transfer Stipend to Apprentice's Aadhaar enabled bank account through on line transfer or VAN account as facilitated by GOI.

4.10 Handle termination process of Apprentice and process their full and final settlement (**F&FS**).

4.11 Provide **Workmen Compensation & Accident Cover Policies** for Apprentices.

4.12 Nominate technical staff as per **Training Center** guidelines of Govt. of India., and ensure that such staff shall be present during the Audit of concerned Govt. authorities.

4.13 Arrange Aadhar-linked Biometric Attendance Recording System for recording of Attendance of Apprentices as specified under the Apprentices Rules.

5. **TENURE**

The Agreement shall be valid for a period of **three (3) years** effective from **29th May 2024** and any extension to the Agreement shall be made on the terms and conditions mutually agreed between the parties and executed in writing.

6. **CONFIDENTIALITY**

SVPL, its employees, agents and resources dealing with GURUGRAM UNIVERSITY must always maintain the highest degree of secrecy and keep as confidential the records, documents and any such other information relating to the business of GURUGRAM UNIVERSITY or any of its clients which may be known to them, or confided in them, by any means, or which they become aware of during the normal course of working in the course of their association with GURUGRAM UNIVERSITY under this Agreement. ASVPL shall take all reasonable steps and necessary precautions to ensure that the confidentiality of materials and information is preserved and also agrees that it shall not make any disclosure to any third party including public announcement or media disclosure without prior written approval of GURUGRAM UNIVERSITY. ASVPL agrees that the provisions of this Clause shall survive the expiration or earlier termination of this Agreement.

7 **TERMINATION**

7.1 **Either party** may, at its discretion, terminate this Agreement by serving **ninety (90) days** advance written notice to **ASVPL**.



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- 7.2 On termination of this Agreement for whatever reason, **ASVPL** will return the whole documents to **GURUGRAM UNIVERSITY**, without delay and not later than the effective date of termination or expiry, the whole documents that **ASVPL** received from **GURUGRAM UNIVERSITY** including whole documents or records of Apprentice deployed or to be deployed by **GURUGRAM UNIVERSITY** within the framework of this Agreement.

8. **GOVERNING LAW**

In event of dispute, differences or controversies between the parties, arising out of this agreement or any other matter incidental there to, during its tenure or after completion, the same shall be resolved by mutual discussions and negotiations. Failing which such disputes, differences or controversies shall be referred to arbitration, to be conducted by an Independent Arbitrator mutually appointed by both the parties. The Arbitrator so appointed, shall act as a sole arbitrator and the arbitration proceedings shall be conducted as per the Arbitration and Conciliation Act, 1996 as amended from time to time. The award made in pursuance of the arbitration proceedings, shall be final & binding on both the parties.

The arbitration proceedings shall be held in English at Gurgaon, Haryana, in accordance with and pursuant to the provisions of the Arbitration and Conciliation Act, 1996.

The cost of arbitration shall be borne in equal proportion by both the Parties but the Parties shall bear their respective cost and expenses for appearance.

This Agreement shall be construed and interpreted in accordance with the laws of India.

9. **JURISDICTION**

The parties agree to submit themselves to the exclusive jurisdiction of courts at **Gurugram, Haryana.**

10. **VARIATION**

No variation or modification or amendment to the terms of this agreement or the Annexes shall have effect unless the same is carried out by way of written document which refers to this agreement and is signed by duly authorized representative of both **GURUGRAM UNIVERSITY** and **ASVPL.**

11. **NOTICE**

Any notices under this Agreement shall be in writing addressed to the **authorized representative** of the Party on the address mentioned herein under and shall be sufficiently communicated if delivered in person or by courier service, sent by facsimile (followed by the mailing of a hard copy by regular mail) or by registered mail, to the recipient at its address appearing above. Notices shall be deemed to have been received if delivered in person, on the same day; if sent by facsimile, 24 hours after transmission; or if sent by registered mail, two (2) days after deposit into the mail system.



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Gurugram University

ADD- Rao Tula Ram College of Commerce & Science, Sector 51, Gurugram-122018

Kind Attention:

Mr. Ajay Sharma

Designation:- Professor of Practice- Management, TPO, IR & Corp. Affairs

Contact No: 7303317443 Email: TPOffice@gurugramuniversity.ac.in

Amass Skill Ventures Pvt. Ltd.

Plot No. 1 A, Shri Krishna Dharam Kanta Complex,

Naharpur Rupa More, Opp Anaj Mandi,

Delhi-Jaipur Highway, Gurgaon HARYANA-122001

Kind Attention: -

Mr. Raj Kumar

Designation:-CEO & Managing Director

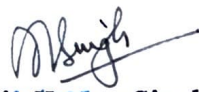
Contact No: +91-78400-10615 / 99119-21470 Email:

rajkumar@amassskillventures.in

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed, in duplicate, with each being treated as original, in their respective names as of date first mentioned above.

Signatories:

For Gurugram University:


Dr. Rajiv Kumar Singh
Registrar
Gurugram University
Gurugram

For Amass Skill Ventures Pvt. Ltd

Name: Shri RAJKUMAR
MD & CEO



This Memorandum of Understanding is hereby accepted and agreed upon by the parties mentioned above on the date first mentioned above.

Witness:


Prof. S C Kundu
Dean Academic Affairs


Prof. Ajay Sharma (PoP)
TPO