

MEMORANDUM OF AGREEMENT

Between



Guru Nanak Dev University

Established by the State Legislature Act no. 21 of 1969 and

Accredited as A++ grade level by NAAC and awarded "University with Potential for Excellence" status by the UGC

and



LOGISTICS SECTOR SKILL COUNCIL

Ministry of Skill Development and Entrepreneurship,

Government of India

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is signed **between Logistics Sector Skill Council (LSC) - established by the Ministry of Skill Development and Entrepreneurship (MSDE) through National Skill Development Corporation of India (NSDC)** - having its registered office at 'Temple Towers', 476, Anna Salai, Nandanam, Chennai - 600035 represented by its Chief Operating Officer Sh. Ravikanth Yamarthy (which expression shall unless repugnant or inconsistent with the context or meaning thereof, be deemed to mean and include its business administrators, successors in title, legal representatives and permitted assigns) as the First Party

and

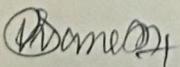
Guru Nanak Dev University, Amritsar, represented by Prof. (Dr.) K.S. Kahlon, Registrar (which expression shall unless repugnant or inconsistent with the context or meaning thereof, be deemed to mean and include its business administrators, successors in title, legal representatives and permitted assigns) as the Second Party.

Whereas

The First Party, with the objective of creating human resources with necessary Knowledge, Skill, and Attitude for employment in Logistics Sector, has designed many education programmes with embedded Apprenticeship Training & Executive Training Programmes and conducts the same in collaboration with appropriate institutions. The first Party is also engaged in Consultancy Assignments from industry on various sub-sectors of Logistics.

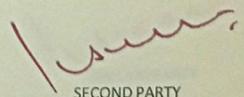
The Second Party, established by the State Legislature Act No.21 of 1969, focuses on imparting skills and knowledge so that the students can quickly get a job as soon as they pass out or pursue business by getting hands-on business training. The Second Party focuses on quality and quantity - provide high-quality courses in the entire spectrum of skills training from traditional skills to those of the future and ensuring that the intake of students is large enough to cater to the existing demand.

This Agreement is entered into between the First Party and the Second Party for a term of five years, that is the term required for completion of the three-year U.G. programme by three consecutive batches of students.



FIRST PARTY

1



SECOND PARTY

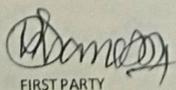
THE PARTIES AGREE AS FOLLOWS:

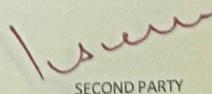
Purpose:

1. The objective of this Agreement is to launch and efficiently conduct apprenticeship-based and employment linked Degree Programmes mentioned in the Appendix A from the Academic Year 2022-23 at the premises of the Second Party in collaboration with the First Party.

Obligations of the First Party:

2. Register the Second Party as a Collaborating Institution;
3. Develop and continuously improve an appropriate curriculum that ensures imparting of Knowledge, Skill, and Attitude in students undergoing the Programmes.
4. Provide to the Second Party the scientifically developed and continuously improved curriculum in line with University Credit and multiple entry and multiple exit framework.
5. Allow the Second Party to use LSC logo, and mention 'in collaboration with LSC' in all its promotional materials/stationery;
6. Support Second party in framing qualifications and experience of the faculty and subject matter experts for each programme
7. Train the faculty members of the Second Party handling the Programmes in the contemporary Teaching-Learning Process for teaching Logistics courses;
8. Provide faculty members and students of the Second Party access to online learning materials for logistics domain courses;
9. Source apprenticeship assignment during Apprenticeship Semesters to all registered students of collaborating programmes studying in the Second Party;
10. Ensure all student-apprentice of the Second Party get monthly stipend during the apprenticeship period as per the provisions of Apprentices Act, 1961;
11. Continuously Assess the performance of students in Apprenticeship, share the assessment results with the Second Party, and issue Apprenticeship Completion Certificate to students of Second Party who successfully complete the Apprenticeship;
12. Offer an appropriate number of Allied Courses, deliver them online, assess, and issue Completion Certificates;

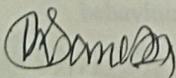

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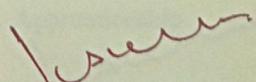

SECOND PARTY

13. Facilitate introduction and engagement of multiple employers in logistics sector to support apprenticeship, mentorship and placement of candidates
14. Facilitate all registered students of the Degree in the Second Party, on their successful completion of the Degree, are placed at a level commensurate their capability in the Logistics Sector;
15. Make available to the Second Party a Regional Panel of Experts for teaching and assessment;
16. Make Continuous Comprehensive Evaluation (CCE) process of the Degree in the Second Party, and facilitate it to improve the process to graduate industry-relevant human resources continuously;
17. Perform such other duties as may be mutually agreed with the Second Party.
18. The First Party will provide a pool of mentors to engage with students, if required by the Second Party.
19. The First Party commits that the Excess of Income over Expenditure under this Project, if any, would be used to strengthen education & training processes in the Logistics Sector.
20. The First Party shall appoint and notify one Single Point of Contact for all aspects of the MoA, who will interact/communicate with the Second Party regularly on matters relevant to the conduct of the Degree and provision of required information/data to the Second Party.

Obligations of the Second Party:

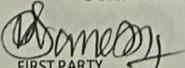
21. The Second Party shall take appropriate steps to get the Programmes approved by various academic bodies like the Board of Studies, Academic Council, etc.
22. The Second Party may modify the Model Regulations and Curriculum, which would be shared after signing MoA by the First Party, wherever necessary to suit the local requirements without altering the basic structure and focus of the Programme.
23. The Second Party may modify the suggested evaluation/assessment criteria (as given in the Model Curriculum) wherever necessary to suit its norms, standards, and practices.
24. The Second Party shall take a nominee of LSC, and two nominees from the industry as Members of the Board of Studies pertaining to the Collaborative

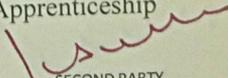

FIRST PARTY


SECOND PARTY

Programmes. These nominees shall be invited to participate in the meetings of Board of Studies whenever convened.

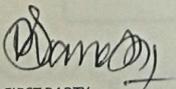
25. The Second Party shall make available the necessary classrooms, faculty, library, and laboratory resources for the efficient conduct of the programmes.
26. The Second Party shall make available a Smart Class Room with specifications mentioned in Appendix B for online interactive lectures arranged by the First Party for the benefit of students pursuing the Degree, and the faculty.
27. The Second Party shall make the admission of the students to the Degree, within the last date of admission as declared by the Second Party. Admission of candidates after the last date of admission is not permitted.
28. The Second Party may take necessary steps to create visibility for the Degree in the region where it operates, and facilitate admission of passionate students to the extent of sanctioned intake capacity within the last date of admission.
29. The Second Party shall ensure admission of quality students who are willing to take up Apprenticeship Training as embedded in the Curricula of Collaborative programmes.
30. The Second Party shall obtain a Joint Undertaking, in the format jointly developed by both Parties, signed by every admitted student and his/her parent on the nature of Apprenticeship Training as embedded in the Curricula.
31. The Second Party shall accept that the First Party shall source only one Apprenticeship Assignment per each spell of Apprenticeship for each student and that getting selected by a company arranged by the First Party shall be the individual responsibility of each student to undertake the Apprenticeship.
32. The Second Party shall facilitate the development of students to make them worthy for both Apprenticeship Placement and Final Placement, in terms of vertical knowledge & soft skills.
33. The Second Party shall provide counselling via faculty members to students for proper attitude, and behaviour of its students while in Apprenticeship, and accept expulsion of its students from Apprenticeship Assignment due to behavioural and attitudinal issues as decided by the Joint Apprenticeship

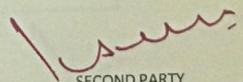

FIRST PARTY


SECOND PARTY

Adviser, and the company where the students are deputed for Apprenticeship with prior intimation of the Second Party and as per Apprentices Act, 1961 and other applicable norms.

34. The Second Party shall nominate Faculty Mentor to each student in line with University norms to motivate and guide them to overcome attitudinal, and other issues faced by the student during Apprenticeship Assignment. The Second Party, through the Faculty Mentors, shall monitor attendance and performance of its students and keep the First Party, without any loss of time, informed of any abnormality.
35. The Second Party shall arrange for Guest Lectures by Industry Experts periodically during each teaching Semesters. The First Party can facilitate if required by the Second Party, engagement of relevant Subject Matter Experts on separate terms and conditions given in Appendix C.
36. The Second Party shall arrange for one Industry Visit for the students pursuing the Collaborative Programmes in each of the teaching Semesters. The First Party will help provide the connect for the Industry Visit if required by the Second Party.
37. The Second Party shall collect programme fee from students as per its norms. However, the annual programme fee for all deliverables payable to the Second Party by each student shall not be more than Rs.1,00,000 (Rupees One Lakh only). The Fee Structure of the Degree shall be shared with the First Party by the Second Party. Any subsequent change in the Fee Structure effected by the Second Party shall be intimated to the First Party.
38. The Second Party shall make all other arrangements for the proper conduct of the Collaborative Programmes.
39. The Second Party shall periodically provide to the First Party required data/information about the conduct of the Degree through LSC Portal.
40. The Second Party shall take up the Continuous Comprehensive Evaluation (CCE) assisted by the First Party to continuously improve the process to graduate industry-relevant human resources.
41. The Second Party shall provide accommodation, hospitality, and local conveyance to the visiting experts (two experts per Batch of students) deputed by the First Party for Continuous Comprehensive Evaluation (CCE)


FIRST PARTY


SECOND PARTY

42. The Second Party shall offer and conduct the Collaborative Programmes only at the agreed Centre. However, if the Second Party prefers, the First Party can facilitate the conduct of the Collaborative Programmes in industry facilities - subject to availability – on separate terms & conditions. Offering the Collaborative Programmes in additional Centres is not permitted by the First Party unless a written agreement is signed between the Parties.
43. The Second Party shall appoint and notify one Programme Coordinator & one Assistant Programme Coordinator for each Programme, and a Single Point of Escalation for all aspects of the MoA, who will interact/communicate with the First Party regularly on matters relevant to the conduct of the Degree, provision of required information/data to the First Party, and for all aspects of the MoA.

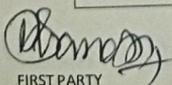
Faculty Training:

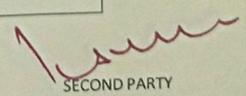
44. The First Party would provide training to the identified faculty members of the Second Party. Such training shall be conducted either at the premises of the Second Party or at a common place to facilitate participation by faculty members of other Collaborating Institutions.
45. The training shall be conducted in batches of 30 to 40 each.
46. The Second Party shall depute its faculty members for participation in all training programmes conducted by the First Party. Payment of nominal Participation Fee and reimbursement of expenses for travel, boarding, & lodging of the deputed faculty members shall be taken care of by the Second Party.

Collaboration Fee:

47. The Second Party agrees to make online payment of Collaboration Fee through the LSC Portal in a single instalment to the First Party for offering apprenticeship-based BMS Degree Programmes as per the rates and schedule mentioned in the Table below.

| Year of Study | Collaboration Fee | Payment Schedule |
|---------------|----------------------|--|
| First | Rs.5,000 per student | Within ten working days from the commencement of classes |


FIRST PARTY

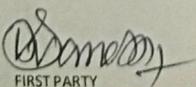

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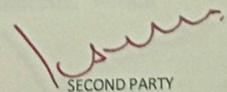
| | | |
|--------|----------------------|--|
| Second | Rs.5,000 per student | Within ten working days from the commencement of classes |
| Third | Rs.5,000 per student | One month prior to the commencement of Apprenticeship Training |

48. The rates of Collaboration Fee mentioned in the two previous clauses are applicable for students admitted in the Academic Year 2022-23. The First Party reserves its right to revise the rates for future Batches of students in the light of any escalation in the cost involved for the process.
49. The Second Party shall enable each student of the Collaborative Programmes subscribes to Insurance Policy to cover Mediclaim, Personal Accident, and Workman Compensation during the Apprenticeship Period, costing an Insurance Premium of about Rs.2,500 (as on the date of signing the MoA; likely to be revised in future as per the norms of IRDA).
50. The Second Party agrees to make a payment of Rs. 2,500 (Rupees Two Thousand Five Hundred only) to the First Party for Apprenticeship Registration, Facilitation, Assessment, and Certification at the beginning of each spell of Apprenticeship for each student of the Collaborative Programmes.
51. All monetary transactions will only be between the First Party and the Second Party; the First Party will at no time approach or transact directly with students for any monetary transactions.

Term of MoA:

52. The Agreement shall be valid for Five years, that is the term required for completion of the three-year U.G. programme by three consecutive batches of students admitted from the Academic Year 2022-23.
53. The validity of Agreement shall be extended for further period/batches on mutual consent between both Parties.


FIRST PARTY


SECOND PARTY

Termination:

54. The MoA would stand cancelled if the Programme/s, for which the MoA has been signed, has/have not been launched/implemented in the Academic Year mentioned in Clause 1 above.
55. If the terms & conditions of memorandum of agreement are violated by a party, the other party will record its protest in writing to the other party who has violated such terms and conditions. The other party will try to resolve the matter within 30 days of recording of such written protest failing which the matter will be referred to a sole arbitrator.
56. In the unlikely event of termination of MoA after the Degree has been launched/implemented, students pursuing the Degree in the Second Party where the Agreement is revoked will be allotted by the First Party to other Collaborating Institutions functioning in the same region.

Force Majeure:

57. Force Majeure would include natural and unavoidable catastrophe that interrupts the expected Course of events.
58. Both Parties shall not be liable for penalty, liquidated damages or for default, if and to the extent that, its delay in performance or other failures to perform their obligations under the Agreement is the result of an event of Force Majeure.
59. For purposes of this clause, "Force Majeure" means an event beyond the control of both Parties, not involving any Party, not involving any Party's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, instances of wars or revolutions, fires, floods, epidemics, quarantine restrictions, and transport or freight embargoes that might have an impact on the performance of the any Party.

Dispute Resolution:

60. The Parties to the MoA shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with this Agreement.
61. Any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof, which


FIRST PARTY

cannot be resolved through the above-mentioned method, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of the existence of such dispute, then the Arbitration shall be governed by the jointly by Vice Chancellor, Guru Nanak Dev University, Amritsar and Adviser of Logistics Sector Skill Council.

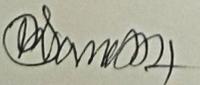
62. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable, and the award made thereunder shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to Arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof.

63. The Arbitration proceedings will be held at Amritsar.

Effective Date of Agreement:

64. The courts at Amritsar will have jurisdiction to try and entertain the matter.

65. This Agreement shall be with effect from the date of signing this Agreement.



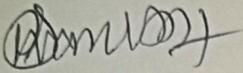
FIRST PARTY



SECOND PARTY

In WITNESS WHEREOF the Parties hereto have executed this Agreement
as of 10th March, 2022 herein above written.

Signed by the authorised
signatory of the 1st Party

Sign: 

Sh. Ravikanth Yamarthy
Chief Operating Officer
Logistics Sector Skill Council

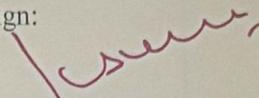
Office Seal



Witness 1 *Gayatri H*

Sign: *Dr. Gayatri H*
LSC, Chennai

Signed by the authorised
signatory of the 2nd Party

Sign: 

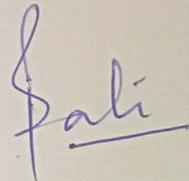
Prof. (Dr.) K.S. Kahlon
Registrar
GNDU, Amritsar

Office Seal

Registrar,
Guru Nanak Dev University,
Amritsar.

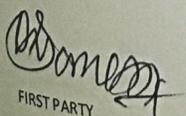
Witness 2

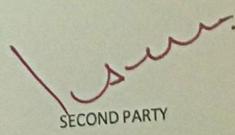
Sign:


Prof. P.K. Pati

PROGRAMMES FOR WHICH MOA IS SIGNED (REF. CLAUSE 1)

| No. | Programme | Campus | Intake Capacity | Commencement Year |
|-----|--|-------------------------------------|-----------------|-------------------|
| 1 | Apprenticeship-based BMS Degree Programme in Agri Storage & Supply Chain | Guru Nanak Dev University, Amritsar | 60 students | 2022-23 |


FIRST PARTY

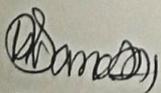

SECOND PARTY

SPECIFICATIONS OF SMART CLASS ROOM (REF. CLAUSE 22)

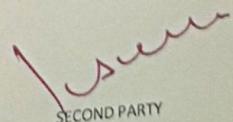
| No. | Equipment | Specification |
|-----|--------------------|---|
| 1 | P.C. or Laptop | Min i3 Processor, 4GB RAM, 500GB H.D., CPU usage below 50% |
| 2 | Webcam | H.D. with 4x Digital zoom with 2 in Built Stereo Microphone |
| 3 | Echo Cancellar EHD | USB based Echo Cancellation DSP. (Has Microphone input and Audio Output and USB Audio Port for Unified communication) |
| 4 | Audio system | Existing Audio system with cordless mic |
| 5 | Projector | 4000 lumens Projector |
| 6 | Internet | Broadband connectivity with static I.P. of 1 G.B. bandwidth |

Note:

- a. Equipment already available with the Collaborating Institution can be used.
- b. There is no need for an exclusive P.C. or Laptop (Sl. No. 1) for the Smart Class Room.



FIRST PARTY



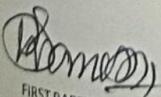
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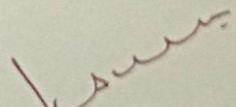
TERMS FOR GUEST FACULTY FACILITATION (REF. CLAUSE 31)

| No. | Engagement | Hours | Fee (Rs.) |
|-----|---|-------|-----------|
| 1 | Full Course | 45 | 50,000 |
| 2 | Hourly (Minimum hours per faculty: 3 hours) | 1 | 1,500 |

Note:

1. This service is optional; not compulsory.
2. Full Course will be delivered by two or three weeks by the Guest Faculty facilitated by the First Party.
3. The Second Party shall take care of the travel, accommodation, and local hospitality of the Guest Faculty facilitated by the First Party.


FIRST PARTY


SECOND PARTY