



राजस्थान RAJASTHAN

BB 838649

Memorandum of Understanding (MoU)  
Between  
Maulana Azad Education Foundation (MAEF)  
&  
M/s Vardhman Mahaveer Open University (VMOU)




This agreement ("Memorandum of Understanding") is entered on this 7. day of  
JANUARY.....at New Delhi by and amongst:

**Maulana Azad Education Foundation (MAEF)**, under the aegis of Ministry of  
Minority Affairs, New Delhi, represented by **Mr. P.K. Thakur, Secretary & CEO**,  
MAEF hereinafter called the First Party, which term and expression shall mean and  
include, unless repugnant to the context, its successors, assignees, administrators  
of the **First Party (authorized to sign the MoU as per delegation)**.

AND

**M/s. Vardhman Mahaveer Open University** having its Registered Office at  
**Rawatbhata Road, Kota, Rajasthan** represented by **Prof. B. Arun Kumar**,  
**Director, Centre for Entrepreneurship and Skill Development** hereinafter  
referred to as "Project Implementing Agency or PIA" which expression shall unless  
repugnant to the context or meaning thereof includes its successor and assignees).

  
Secretary  
Maulana Azad Education Foundation

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Director  
Centre for Entrepreneurship and Skill Development  
Vardhman Mahaveer Open University  
Kota (Rajasthan) 324021

MAEF and M/s. Vardhman Mahaveer Open University are hereinafter referred to singly as "Party" and jointly as "Parties".

**WHEREAS:**

MAEF, in order to implement the 'Seekho aur Kamao' scheme of Ministry of Minority Affairs (MoMA) through Project Implementing Agencies agrees to provide financial assistance by way of extending the cost of providing skill development training to be released in installments for implementation of the said scheme. The training cost per candidate would be sanctioned as per the Common Norms Notification issued by the Ministry of Skill Development & Entrepreneurship, from time to time. This covers all direct/ indirect costs related to the training programme like mobilization, orientation, training for skills & specific training for Entrepreneurship Development Programmes, IT, Soft Skills, placement, post placement tracking etc. and other specified taxes as may be applicable.

**The key features of the schemes are given below:**

1. The schemes will aim at upgrading the skills of the minority youth in various modern/traditional locations depending upon their educational qualifications
2. The scheme will be implemented anywhere in the country but preference will be given to minority concentrated regions (district/ block/ town/ cluster) and North Eastern regions.
3. Minimum 33% seats will be reserved for girls/ women candidates
4. The training programme also includes soft skills training basic Information and Technology (IT) and English training.

**The objectives of the scheme are given below:**

1. To bring down unemployment rate of minorities
2. To conserve and update traditional skills of minorities and establish their linkages with the market.
3. To improve employability of existing workers school dropouts etc. and ensure their placements
4. To generate means a better livelihood for marginalized minorities and bring them in the mainstream.
5. To enable minorities to avail opportunities in the growing market.
6. To develop potential human resources for the country.

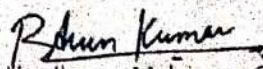
**NOW THIS INDENTURE WITNESSES AND IT IS HEREBY MUTUALLY AGREED AMONGST**

(MAEF)

Secretary

Maulana Azad Education Foundation

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(M/s. Vardhman Mahaveer Open University)

Director

Centre for Entrepreneurship and Skill Development  
Vardhman Mahaveer Open University  
Kota (Rajasthan) 324021

**PARTIES HERETO AS FOLLOWS:**

**1. Construction of the agreement**

The MoU shall be governed by and construed in accordance with the law of INDIA.

**2. Scope of this agreement**

- 2.1 M/s. Vardhman Mahaveer Open University shall implement Seekho aur Kamao scheme on behalf of MAEF as per the guidelines issued by MoMA and MAEF from time to time.
- 2.2 MAEF shall provide all inputs requisite instructions and necessary approval to M/s. Vardhman Mahaveer Open University for implementation of the scheme in a timely manner.
- 2.3 All funds under this agreement shall be transferred by MAEF to M/s. Vardhman Mahaveer Open University as stated in Schedule III. The details of the amount to be released M/s. Vardhman Mahaveer Open University is mentioned in Schedule III.
- 2.4 M/s. Vardhman Mahaveer Open University agrees on the timeline and other guidelines to be followed for the implementation of the scheme. Any such communication shall be in the writing.
- 2.5 M/s. Vardhman Mahaveer Open University shall disburse under this scheme to the implementing training partner as per the Scheme guidelines or as per any other term agreed between MAEF and M/s. Vardhman Mahaveer Open University.
- 2.6 M/s. Vardhman Mahaveer Open University shall start identifying exclusive training partners for implementing the targets of M/s. Vardhman Mahaveer Open University under the scheme immediately after receipts of First Installment of funds as per Schedule III.

**3. Terms and Duration of the agreement**

The agreement shall commence on the date of its signing and shall continue to be in force for a period of **three years** unless terminated earlier in accordance with the terms of the Agreement. The agreement may be extended on the same terms and conditions through the formal writing agreement of all parties at a later date(s).

**4. Intellectual Property**

MAEF acknowledges that the format, information, data, tools, software, service

(MAEF)

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Maulana Azad Education Foundation

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(M/s. Vardhman Mahaveer Open University)

Director

Centre for Entrepreneurship and Skill Development  
Vardhman Mahaveer Open University  
Kota (Rajasthan) 324021

and other provided by M/s. Vardhman Mahaveer Open University as a part of implementing the scheme under this agreement is the intellectual property of M/s. Vardhman Mahaveer Open University. Further, all other intellectual property rights in the deliverables of this agreement by M/s. Vardhman Mahaveer Open University shall also remain with M/s. Vardhman Mahaveer Open University.

**5. Confidentiality**

- 5.1. The parties and their respective employees, contractors, agents, officer etc, shall hold all the information, data, material, instructions, communication etc. as strictly confidential if the same are marked as such ("Confidential Information"). The parties also agree to use such confidential information of the other party only for the purpose of this agreement unless such Confidential Information ceases to be confidential by reason not attributable to the party receiving it.
- 5.2. The parties shall treat confidential information as confidential even after the expiry/termination of this agreement and this confidentiality clause will remain applicable on the parties even after the expiry termination of this agreement.

**6. Force Majeure**

If the performance of the agreement by either party is delayed hindered or prevented or is otherwise frustrated by reason for "Force Majeure" which shall mean war hostilities riot or civil commotion, fire, flood or earthquake, tempest, lightening or other natural physical disaster(s); restrictions imposed by the government or other statutory bodies which prevents or delays the execution of the project, any event beyond the control of the Parties of the agreement, then the Party so affected shall promptly notify the other parties in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the agreement. From the date of the notification, either party may either terminate the agreement forthwith or suspend the performance of the agreement for a period not exceeding 6 (six) months,

**7. Termination**

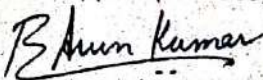
- 7.1 Either party may terminate this agreement by giving 3 (three) months' written notice to other parties.
- 7.2 In case of termination to this agreement beyond expiry of its full term under any provision of this agreement. M/s. Vardhman Mahaveer Open University will be entitled to receive the payment for the technical support provided, associated

(MAEF)

Secretary

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(M/s. Vardhman Mahaveer Open University)

**Director**

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Vardhman Mahaveer Open University  
Kota (Rajasthan) 324021

expenses incurred and the other amount due as per the terms of this agreement, till the date of termination.

**8. Settlement of disputes**

8.1 Parties shall endeavor to amicably resolve any dispute arising from this agreement in the event the parties are unable to amicably resolve the dispute arising out of the agreement the dispute shall be referred to arbitration by a sole arbitrator to be conducted in accordance with the arbitration and conciliation act 1996 the seat of arbitration shall be Delhi the conduct of arbitration proceedings shall be in English and the award passed by the sole arbitrator shall be binding on all parties.

8.2 Subject to 8.1 above all disputes arising among the parties shall be subject to the jurisdiction of the courts in Delhi/ New Delhi only.

**9 Compliance with anti-corruption laws**

9.1 The parties shall comply with all applicable laws and regulations, including but not limited to applicable anti-bribery or anti corruption laws or on regulations.

9.2 A violation of this provision constitutes a material breach of this agreement and either party may terminate this agreement immediately.

**10. General condition**

M/s. Vardhman Mahaveer Open University has been designated as "Project Implementation Agency" subject to the terms and conditions here under:

A. 'Seekho aur Kamao' scheme of Ministry of Minority Affairs (MoMA) through MAEF would be organized for **1400 Trainees**, MAEF by setting up the Skill Training Centre, so that the target group can be imparted Skill Development training.

B. M/s. Vardhman Mahaveer Open University as a part of its commitment towards 'Seekho aur Kamao' scheme for persons belonging to Minority communities, has agreed to implement training for **1400 trainees belonging to Minority Communities** at the total cost of **Rs. 7,63,05,000/- (Rupees Seven Crore Sixty Three Lakh Five Thousand Only)** covering all direct/ indirect costs related to the training programme mobilization, orientation, training for skills & specific training for Entrepreneurship Development Programmes, IT/ Soft Skills related with employment, trades, certification, placement, post placement tracking etc. other specified taxes as may be applicable. The details of training cost for **1400 trainees** is as under.

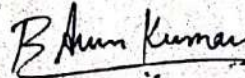
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Secretary

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(M/s. Vardhman Mahaveer Open University)

Director

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Vardhman Mahaveer Open University  
Kota (Rajasthan) 324021

Trade/Job Role, Total Training Cost and Stipend									
S.No.	Trade/ Job Role (A)	Sector (B)	QP Code & NSQF Level (C)	Category of the Trades as per Common Norms (D)	Training Cost per trainees per Hour (Rs.) (E)	No. of Hours of Training (F)	No. of Trainees (G)	Total Training Cost (H)	Stipend for 2 (Two) months (I)
1	Medical Laboratory Technician	Healthcare	HSS/Q0301	I	42.40	2000	400	3,39,20,000	15,99,600
2	Dialysis Technician	Healthcare	HSS/Q2701	I	42.40	1400	500	2,96,80,000	19,99,500
3	Assistant Physiotherapist	Healthcare	HSS/Q7701	II	36.30	700	500	1,27,05,000	19,99,500
Total							1400	7,63,05,000	55,98,600

C. The stipend of 1400 trainees would be @Rs.13.33/- per hour per trainee for two months i.e. 300 hours only. The stipend of the trainees will be transferred by MAEF to the Government Organizations and the Government Organizations will transfer the funds to the trainees in their respective Bank Accounts.

D. The funds for the implementation of the program shall be released by MAEF, based on the milestones defined in MAEF guidelines/ LOI/MOU, which is an integral part of the MOU, and has to be followed in totality.

E. The project shall be known as 'Seekho aur Kamao' scheme of Ministry of Minority Affairs (MoMA) through MAEF.

F. Now, therefore, parties in order to pursue the common objectives have agreed to impart Skill Development Training in said trade(s) primarily leading to employment for the candidates belonging to minorities for 1400 Trainees, MAEF as sanctioned by MAEF.

G. The parties have mutually agreed to pool their resources together for the benefit of persons belonging to Minorities to equip the trainees for placing all of them in Wage employment / Self-employment on the basis of the requirements of the local market conditions. The parties mutually agreed to terms and conditions recorded hereunder

H. The Government Organization will take Bank Guarantee of 5% of the 1st instalment (30%) excluding the stipend amount from the implementing

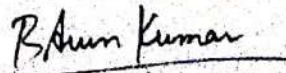
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Secretary

Maulana Azad Education Foundation.

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(M/s. Vardhman Mahaveer Open University)

Director

Centre for Entrepreneurship and Skill Development  
Vardhman Mahaveer Open University  
Kota (Rajasthan) 324021

agencies engaged by them as per the case may be before release of the 1st Instalment.

- I. M/s. Vardhman Mahaveer Open University shall submit a bond to MAEF in terms of Para 5 of the terms and conditions of appendix of the scheme guidelines before release of 1st installment.

#### ARTICLE – I

##### 1. Obligations of the parties:-

**M/s. Vardhman Mahaveer Open University** agrees to implement the programme, and shall :-

- A. Ensure the compliance of all the Terms & Conditions as stipulated under the Letter of Intent (LOI)/Sanction letter/Allocation letter issued by MAEF, which is an integral part of this MOU. A copy of the same is enclosed as **Annexure – I**. The detailed & precise guidelines for implementation of the 'Seekho aur Kamao' are further defined in the **Schedule – II**, enclosed herewith. The Guidelines / Common Norms issued by Ministry of Skill Development & Entrepreneurship, from time to time have to be followed carefully in letter and spirit, as it provides the main operational framework, binding on all the PIAs.
- B. Ensure at all times to manage, maintain, plan and carry out the operations in accordance with the sound, technical and financial practices and under the supervision of experienced and competent staff in adequate number, and with active participation of beneficiaries. PIA shall furnish details of project implementation structure (Personnel & Systems) to be put in place by them to MAEF immediately on signing of the MOU.
- C. Identify and mobilize the number of beneficiaries to be trained as per the eligibility defined by the concerned job role in line with National Standard Qualification Framework (NSQF).
- D. Furnish the details to MAEF of any and all such information and reports including physical & financial progress reports on the use of the Grant/funds as well as on the implementation of the Programme, as per the prescribed time schedule, or as and when sought, as mentioned in Letter of Intent (LoI), which as mentioned above is also an integral part of the MOU.
- E. Of its own accord, promptly, inform MAEF of any and all modifications of the Articles of Association and of other regulations applicable to it, within 30 days from such changes of any and all changes in its management and of any and all circumstances that are likely to preclude or seriously jeopardize the

(MAEF)

Secretary  
Maulana Azad Education Foundation

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(M/s. Vardhman Mahaveer Open University)

Director  
Centre for Entrepreneurship and Skill Development,  
Vardhman Mahaveer Open University  
Kota (Rajasthan) 324021

accomplishment of the purpose of this Agreement.

- F. Submit to MAEF physical and financial periodic progress reports and upon completion of the project but not later than one month from the closing of the accounting year, its status reports, all financial statements and the pertinent Utilization Certificates of the funds released.
- G. Enable and allow MAEF and / or their representatives at any time to inspect any or all books and records pertinent to the grant funds and its utilization as well as any and all audit and accountants' reports of its own department and external auditors and shall furnish to MAEF any and all such information as MAEF may require from time to time. Allow and facilitate to check the PIA's Financial Statements, Records and visit the sites where the skill development programme would be implemented by official(s)/representative(s) of MAEF, at any time, to verify the proper use of financial contribution.
- H. Maintain records in accordance with appropriate and accepted accounting practices reflecting its operation and utilization of grant.
- I. Open and maintain a separate bank account in a nationalized/ scheduled bank if it is applicable or as per the case may be.
- J. M/s. Vardhman Mahaveer Open University will maintain separate books of accounts for this project for the purpose of auditing.
- K. Get the expenditure incurred from the grant audited by the External or Statutory Auditors of M/s. Vardhman Mahaveer Open University in accordance with the appropriate and consistently applied auditing principles in India. Such auditors will furnish to MAEF at the end of each financial year a certificate to the effect that the accounts have been audited and the grant has been spent on the objects for which it was meant, save as otherwise provided in this agreement. Any unspent balance and accrued interest from there should be reported to MAEF & utilized only for the project.
- L. Submit a detailed report of the work undertaken and completed under the project to MAEF at regular intervals, along with details of the training programmes, trainees and their placements, as the case may be.
- M. Furnish such other information to MAEF, as may be required from time to time.
- N. M/s. Vardhman Mahaveer Open University will utilize the training cost only for the intended purpose regarding implementation of the 'Seekho aur Kamao' scheme of Ministry of Minority Affairs (MoMA) through MAEF; no diversion in this regard would be permitted/allowed.

(MAEF)

Secretary

Maulana Azad Education Foundation

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(M/s. Vardhman Mahaveer Open University)

Director

Centre for Entrepreneurship and Skill Development

Vardhman Mahaveer Open University

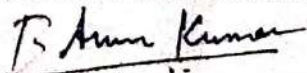
Kota (Rajasthan) 324021



- O. Third party assessment will be conducted after completion of the training programme and provide the beneficiaries with a Certificate, on completion of their training, preferably authenticated jointly by Sector Skill Council /DGT/NCVT or any other concerned apex association / body of the industry or any other agency specified by MAEF jointly with it.
- P. Provide the trainees for placing all of them in employment / self-employment ventures on the basis of the requirements of the local market conditions and place the data on their own Website/Portal as well as MAEF website in the format mutually agreed upon by MAEF and M/s. Vardhman Mahaveer Open University. A mechanism to track at least for one year from the date of placement of the beneficiaries and maintain the relevant data base for a minimum period of two years on its website.
- Q. M/s. Vardhman Mahaveer Open University should submit the physical & financial progress report of the project in the prescribed format.
- R. M/s. Vardhman Mahaveer Open University will commence the training programme **within 15 days of release of first installment (30%)**.
- S. M/s. Vardhman Mahaveer Open University would undertake all the activities for organizing the 'Seekho aur Kamao' in an efficient manner including conducting survey of activities and business activities undertaken by Minorities in the area where the training center is located. M/s. Vardhman Mahaveer Open University would be required to conduct market assessment study, curriculum and training, identification of trainers and faculty, Training of Trainers, establishment & management of centers, identification of potential beneficiaries for training, aptitude assessment, intensive training, personality and skill development, the job training/apprenticeship, placement, in all possible manners, establishing and empowering the tracking cell/alumni associations and facilitate the sustainability model.
- T. The trainee should be between 14 - 45 years of age.
- U. Minimum 33% seats would-be reserved for minority girls/women candidates.
- V. The training institute will be meant for trainees belonging to minority communities; however, to promote inter-community solidarity, 15% candidates belonging to BPL families of non-minority communities may also be considered, in addition, 2.5% will also be reserved for disabled persons belonging to Minority Communities.
- W. M/s. Vardhman Mahaveer Open University, shall not induct candidates who are

(MAEF)  
Secretary  
Maulana Azad Education Foundation

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(M/s. Vardhman Mahaveer Open University)

**Director**  
Centre for Entrepreneurship and Skill Development  
Vardhman Mahaveer Open University  
Kota (Rajasthan) 324021

either professionally qualified or have already obtained any such training in any previous such programme of Ministry of Minority Affairs for skills. It will ensure that there is no duplicity in the details of the trainees in terms of name of trainee, their Aadhar number and bank details etc. It will submit an undertaking in the prescribed format as per before the release of 1st installment.

- X. **M/s. Vardhman Mahaveer Open University would establish a training center as per the case may be in minority concentrated area and the same has to be accredited and affiliated through the SMART Portal of NSDG for undertaking training aligned to NSQF.**
- Y. M/s. Vardhman Mahaveer Open University will be required to establish linkages with institutions recognized by NSDC and arrange to provide a Certificate/ Diploma issued by NSDC to the candidates for the trades in which they have been trained. The module of the training should be approved by NSDC or any agency prescribed by NSDC.
- Z. M/s. Vardhman Mahaveer Open University should have accreditation to the concerned authority(s) such as Sector Skill Council or as per the case may be.

This agreement and documents attached herewith constitute the entire contract among the parties with respect to the subject matter hereof.

No changes, amendments, modifications or waiver of any of the terms and conditions hereof shall be valid unless reduced to writing and signed by duly authorized representatives of the parties hereto.

Any notice request, consent, waiver or other communication required or permitted hereunder shall be effective only if it is in writing and shall be deemed received by the party to which it is sent (i) upon delivery when delivered by hand (ii) three days after being sent, if sent with all sending expenses prepaid by express courier or registered or speed post with a reliable system for tracking delivery or (iii) when transmitted, if sent by confirmed facsimile. addressed as follows:

If to; - **MAULANA AZAD EDUCATION FOUNDATION (MAEF)**

Address: Maulana Azad Campus, Chelmsford Road, New Delhi-110 055.

Attention: Mr. P. K. Thakur

Secretary:

If to; - **M/s. Vardhman Mahaveer Open University**

Address: Rawatbhata Road Kota, Rajasthan-324021

(MAEF)

Secretary

Maulana Azad Education Foundation

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(M/s. Vardhman Mahaveer Open University)

Director

Centre for Entrepreneurship and Skill Development  
Vardhman Mahaveer Open University  
Kota (Rajasthan) 324021

Attention:



Failure by either party to enforce at any time or any period any one or more of the terms and conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce any and or all terms and conditions of this agreement

In witness whereof the parties hereto have caused this agreement and a triplicate copy thereof on their respective behalf by their duly authorized officials on the date and place herein as mentioned above.

Signed, sealed and delivered within MAEF



By the hands of it's duly authorized representative.

In the presence of the following witnesses:

1. SHAKEEL AHMAD, MAEF 
2. SYED MUSEEB HASAN 

Signed, sealed and delivered within M/s. Vardhman Mahaveer Open University By the hands of it's duly authorized representative.

In the presence of the following witnesses:

1. DR. J. K. SHARMA  DIRECTOR R.C.VMSU
2. RAVI KUMAR  H.No - 149, MUKHMEL PUR, DELHI

(MAEF)

Secretary

Maulana Azad Education Foundation

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(M/s. Vardhman Mahaveer Open University)  
Director  
Centre for Entrepreneurship and Skill Development  
Vardhman Mahaveer Open University  
Kota (Rajasthan) 324021

## SCHEDULE-I

### Scope

1. Name of the Scheme: "Seekho aur Kamao" scheme as per the Guidelines issued by MoMA.
2. Target for Skill Training: 1400 trainees
3. Trade/ Job role: **Medical Lab Technician, Dialysis Technician, Assistant Physiotherapist** in Healthcare Sector.
4. Total Cost: Total cost shall be as per "Seekho aur Kamao" scheme guidelines issued by the Ministry of Minority affairs, Government of India and common norms issued by Ministry of skill development and entrepreneurship, Government of India shall be followed as guiding principle for the target number of candidates, Refer Schedule-III.

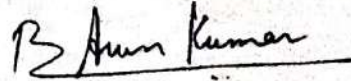
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(M/s. Vardhman Mahaveer Open University)

Director

Centre for Entrepreneurship and Skill Development  
Vardhman Mahaveer Open University  
Kota (Rajasthan) 324021

## SCHEDULE-II

### Terms of disbursement by M/s. Vardhman Mahaveer Open University.

1. Details of the Grant: Total sanction amount of Rs. 7,63,05,000/- (Rupees Seven Crore Sixty Three Lakh Five Thousand Only) (Cost of training and assessment of the target No. of trainees as per common norms).
2. Disbursement Schedule: The Total grant is to be disbursed in 3(three) installments of 30:50:20. First Instalment would be released on signing of the MoU and as per common norms of MSDE & as per the guidelines of Seekho aur Kamao of Ministry of Minority Affairs.
3. Bank Details of M/s. Vardhman Mahaveer Open University is below.
  - a) Name of the bank:
  - b) Account Name: Account No.
  - c) Bank IFSC Code:
  - d) Branch Address:

(MAEF)

Secretary

Maulana Azad Education Foundation

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(M/s. Vardhman Mahaveer Open University)

Director

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### Schedule-III

### BUDGET

Trade/Job Role, Total Training Cost and Stipend									
S.N o.	Trade/ Job Role (A)	Sector (B)	QP Code & NSQF Level (C)	Category of the Trades as per Common Norms (D)	Training Cost per trainees per Hour (Rs.) (E)	No. of Hours of Training (F)	No. of Trainees (G)	Total Training Cost (H)	Stipend for 2 (Two) months (I)
1	Medical Laboratory Technician	Healthcare	HSS/Q0301	I	42.40	2000	400	3,39,20,000	15,99,600
2	Dialysis Technician	Healthcare	HSS/Q2701	I	42.40	1400	500	2,96,80,000	19,99,500
3	Assistant Physiotherapist	Healthcare	HSS/Q7701	II	36.30	700	500	1,27,05,000	19,99,500
Total							1400	7,63,05,000	55,98,600

#### Notes :

- 1 Training cost will be calculated as per common norms of skill development Schemes implemented by the Government of India.
- 2 Actual training cost will be finalized after selection of job roles/QP/trade by trainees post counseling (actual duration of each trade and selected category as per common norms).
- 3 For a special category (person with disability PWD, ST/SC, Women) the additional cost will be required as per common norms.
- 4 M/s. Vardhman Mahaveer Open University, through its empanelled training partner if it's applicable will ensure that the training data will be uploaded on the Skill India portal/MAEF portal for the skills.

(MAEF)

Secretary  
Maulana Azad Education Foundation

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