

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**FORTITUTE, 1st Floor, R. N. Plaza, Railway Road, Bahadurgarh,
Haryana**

And

**DELHI INSTITUTE OF ADVANCED STUDIES THROUGH ITS
MANAGEMENT, LOCATED AT Plot No 6, Sector-25, Rohini, New Delhi**

**IN CONNECTION WITH THE
TRAINING OF DIAS STUDENTS**

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on this 3rd day of September, 2019 between **FORTITUTE** (hereinafter called 'THE FIRST PARTY') and the MANAGEMENT of the DELHI INSTITUTE OF ADVANCED STUDIES (hereinafter called 'THE SECOND PARTY')

WHEREAS it has been the concern of the 'THE SECOND PARTY' that skills imparted by the FORTITUDE must keep pace with the employer demands of the student.

AND WHEREAS in pursuance of the aforementioned objective it is proposed to upgrade the skills of DIAS students through a Centrally Sponsored Scheme by:-

- Providing need based counselling services
- Skill Development Programs: Second Party will train the students of First Party in order to bridge the skill gap and make them industry ready.
- Guest Lectures: First Party to extend the necessary support to deliver guest lectures to the students of the Second Party on skill development.

- The Second party has prepared a training program more particularly described in the scheduled syllabus in written and which is hereinafter referred to as the "course".
- The first party has requested the second party to grant an authority to use its place of premises for this training program which the second party has agreed to do on the terms and conditions hereinafter recorded and agreed to between the parties.

NOW IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The space for Training": The Second party hereby provide a proper place for the purpose of completing the syllabus in appropriate time as the syllabus is more particularly described in the syllabus on the terms and conditions hereinafter set out.
2. Rates of Training: The rates for the purpose of training shall be Rs 1,800 /- per hour exclusive of all taxes if any. At present the first party has not crossed the required limit for getting this unit registered under any act and the first party on file the required Income Tax Return and shall provide its PAN to the second party for necessary deductions at source.
3. Hrs of Training: Maximum Hrs required for giving training shall not exceed by DESIRED Hrs.
4. Period limit: The Period shall not be less than 2 Hrs. in one session.
5. Initial number of students: The initial number of students shall not be less than desired students and in any case if students are less than the given number the first party shall be entitled to raise an invoice of minimum desired students. In any case if number of students are less shall not be accommodated in the next schedule. No left out child of old batch shall be adjusted in next batch.
6. Payment Schedule: The entire amount of payment is to be made by cheque in the name of Ajay Sharma only.
7. Out of Pocket Expenses of faculty. The second party shall arrange or bear taxi from Delhi to the Institute, boarding & lodging, Laundry, Food shall be borne by the second party.
8. Faculty for This purpose: A quality faculty (Team) shall be provided by the first party.
9. The Utilisation of infrastructure will be as per the details given below:
 - (a) The provided proper infrastructure will be utilized for the purposes of Training to the extent possible by reorientation of the training courses relevant to the selected students;
 - (b) The equipment required for basic training areas are expected to be available in the identified area, alternatively, the required area along with equipment

and instructor may be transferred to the identified area within the same premises to be arranged by the second party; and,

- (c) The new investment will normally be required for development of infrastructure for the modular courses and wherever necessary for strengthening of infrastructure for the Basic Training shall be borne by the second Party.

	Components	Mechanism/Mode of payment
1	Instructor/staff Training	Central share of funds will be released to 'THE SECOND PARTY' on receipt of their written proposal.
2	Curriculum Development Local Level	
3	Salary of Contractual Staff/guest faculty	Salary of the Faculty of the First party will be released by 'THE FIRST PARTY' on Monthly basis of their own. Second Party shall not be responsible for disperse the Salary to the Faculty of the First party.
4	Office expenditure	For the purpose of the office expenditure viz. stationery, tea and snacks etc shall be borne by the 'THE SECOND PARTY' on receipt of written proposal.

13. The efficiency of 'the Faculty of the First party' will be measured as a combination of the internal and external efficiency as per the norms and the requirements of the second party.
14. 'THE FIRST PARTY' will provide all necessary support to 'THE SECOND PARTY' for certification, monitoring of progress and organising periodical meetings with 'THE SECOND PARTY'.
15. 'THE SECOND PARTY' will be mainly responsible for implementation and monitoring of the scheme in the training setup in the Institute.
16. THIS MEMORANDUM OF UNDERSTANDING, both parties affirm their commitment to carry out the activities and achieve the objectives mutually agreed upon.
17. Any dispute between the parties shall always be resolved by mutual consultation without any resort to arbitration or other form of legal remedy including resort to court of law. Moreover, still if any dispute arises and not resolved between both the parties, the same shall be referred to arbitration of an arbitrator if agreed upon, failing which to two or more arbitrators one to be appointed by each party or by a group of parties to the dispute and the arbitration shall be governed by the Arbitration and Conciliation Act 1996.

18. This Memorandum of Understanding will be effective up to the first batch of 480 students completes the project period, Implementation of the MOU would be monitored on monthly basis.

19. This Memorandum of Understanding will be effective till 3/09/2020.

Signed at New Delhi on this the 3rd September, 2019.

Handwritten signature and date: 3rd September '19

**For and on behalf of
FIRST PARTY**



Handwritten signature and date: 03/09/2019

**For and on behalf of
SECOND PARTY**

Witnesses.

1.

2.