

मध्य प्रदेश MADHYA PRADESH

BN 246067

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 Head of Education Initiatives, Prof. S. Ganesan who is duly authorised by LSC to sign the MoA by its Chief Executive Officer (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

Devi Ahilya Vishwavidyalaya, Nalanda Campus, Rabindranath Tagore Marg, Chhoti Gwaltoli, Indore - 452001, Madhya Pradesh, a State University, represented by its Vice Chancellor, Prof. Renu Jain (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.


FIRST PARTY


SECOND PARTY

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19 OCT 2021
20 OCT 2021

~~रेनु जॅन. पॅं. सतीश ज्ञान जॅन.~~

~~सी 35 श्रीविन्दपूरी ग्वाल्हियर. गिर्द ग्वाल्हियर (म.प्र.)~~

~~आ = 3575 4562 0771.~~


श्रीमती रेखा मंत्री
स्टॉम्प वेण्डर
हायकोर्ट परिसर, इन्डोर

Whereas

The First Party, intending to create human resources with necessary Knowledge, Skill, and Attitude for employment in Logistics Sector, has designed many education programmes with embedded Apprenticeship Training and conducts the same in collaboration with appropriate institutions.

The Second Party is desirous of launching apprenticeship-based MS Degree Programme in Data Science for Logistics, and apprenticeship-based Logistics Specialisation Stream for its BE/B.Tech. Degree students from the Academic Year 2021-22 in collaboration with LSC.

Therefore, this Agreement is entered into between the First Party and the Second Party for a term of five years from the date of signing this MoA.

THE PARTIES AGREE AS FOLLOWS:

Purpose:

1. The objective of this Agreement is to launch and efficiently conduct apprenticeship-based MS Degree Programme in Data Science for Logistics, and apprenticeship-based Logistics Specialisation Stream for its BE/B.Tech. Degree students, as mentioned in Appendix A (hereinafter referred as 'Degree') from the Academic Year 2021-22 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 Degree;
4. Provide to the Second Party the scientifically developed and continuously improved Curriculum for implementation;
5. Allow the Second Party to use LSC logo, and mention 'in collaboration with LSC' in all its promotional materials/stationery;
6. Train the faculty members of the Second Party handling the Degree in the contemporary Teaching-Learning Process for teaching Logistics courses;
7. Provide faculty members and students of the Second Party access to online learning materials for domain courses;
8. Create a sustainable system of Apprenticeship Sourcing by striking an alliance between industry associations / bodies and the Second Party to ensure aggregation of Demand for Apprenticeship suitable for the calibre of students & the region where the Second Party is located;
9. Initiate a probe, involving Joint Apprenticeship Adviser, if any complaint of exploitation of students by the companies where they are apprenticed is received, and facilitate shifting the students to other companies for continuing the apprenticeship if the complaint is genuine;


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10. Ensure all student-apprentices 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;
13. 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;
14. Help the Second Party in sourcing Experts for Guest Lectures;
15. Make Annual Assessment of Academic Process (AAAP) of the Degree in the Second Party, and facilitate it to improve the process to graduate industry-relevant human resources continuously;
16. Perform such other duties as may be mutually agreed with the Second Party.
17. 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.

Obligations of the Second Party:

18. The Second Party shall take appropriate steps to get the Degree approved by various academic bodies like the Board of Studies, Academic Council, and other regulatory authorities.
19. 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.
20. The Second Party may modify the suggested evaluation/assessment criteria (as given in the Model Curriculum provided by the first party) wherever necessary to suit its norms, standards, and practices.
21. The Second Party shall take a nominee of LSC, and two nominees from the industry/academic as invited Members of the Board of Studies pertaining to the Degree. These nominees shall be invited to participate in the meetings of Board of Studies whenever convened.
22. The Second Party shall make available the necessary classrooms, faculty, library, and laboratory resources for the efficient conduct of the Degree.
23. 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.
24. The Second Party shall complete admission process 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.


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25. 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.
26. The Second Party shall ensure admission of quality students who are willing to take up Apprenticeship Training as embedded in the Curriculum.
27. 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 Curriculum.
28. 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.
29. The Second Party shall ensure the development of students to make them worthy for both Apprenticeship Placement and Final Placement, in terms of vertical knowledge & soft skills.
30. The Second Party shall ensure 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 Adviser, and the company where the students are deputed for Apprenticeship.
31. The Second Party shall nominate Faculty Mentor to each student 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.
32. The Second Party shall arrange for Guest Lectures by Industry Experts as and when possible during each teaching Semester as per its norms.
33. The Second Party shall arrange for one Industry Visit for the students pursuing the Degree in each of the teaching Semesters.
34. 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 informed to 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.
35. The Second Party shall make all arrangements for the proper conduct of the Degree.
36. The Second Party shall provide to the First Party all necessary data/information about the conduct of the Degree through LSC Portal, whenever required.
37. The Second Party shall take up the Annual Assessment of Academic Process (AAP) assisted by the First Party to continuously improve the process to graduate industry-relevant human resources.


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49. The Agreement might be revoked by either Party, if the term/s of this MoA is/are violated by either Party.

Force Majeure:

50. Force Majeure would include natural and unavoidable catastrophe that interrupts the expected Course of events.
51. Both Parties shall not be liable for a 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.
52. For purposes of this clause, "Force Majeure" means an event beyond the control of both Parties, not involving any Party, not involving the 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:

53. The Parties to this 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.
54. 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 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 two months from the notification by one Party to the other of existence of such dispute, then the Arbitration shall be governed as per the provisions of the Arbitration and Conciliation Act, 1996 or of any modifications, Rules or re-enactments thereof.
55. 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.
56. The Arbitration proceedings will be held at Indore jurisdiction only.


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38. The Second Party shall provide accommodation, hospitality, and local conveyance as per the norms of the Second Party to the visiting experts (two experts per Batch of students) deputed by the First Party for AAAP.
39. The Second Party shall offer and conduct the Degree only at the agreed Centre.
40. 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:

41. The First Party may 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 or through video conferencing to facilitate participation by faculty members of other Collaborating Institutions.
42. The First Party may train and make the staff of the Second Party conversant with teaching Logistics Courses.
43. The Second Party shall depute its faculty members for participation in the training programmes whenever 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, as per its norms.

Financials:

44. The Second Party agrees to make payment of Collaboration Fee, Apprenticeship Facilitation Fee, and Composite Insurance Policy Premium for each student pursuing the collaborated MS Degree Programme and apprenticeship-based Logistics Specialisation Stream for BE/B.Tech. Degree at rates fixed by the First Party in consultation with the Second Party.
45. An Annexure to this MoA shall be signed by both Parties for the purpose of Clause 44 within three months of signing this MoA.

Term of MoA:

46. The Agreement shall be valid for Five years from the date of signing.
47. The validity of Agreement shall be extended for further period/batches on mutual consent between both Parties.

Termination:

48. The MoA would stand cancelled if the Degree/s, for which the MoA has been signed, has/have not been launched/implemented within a year of signing this MoA.


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Effective Date of Agreement:

57. This Agreement shall be with effect from the date of its signing.

In WITNESS WHEREOF the Parties hereto have executed this Agreement
as of the 21st day of October 2021 hereinabove written.

Signed by the authorised signatory of the 1st Party

Signed by the authorised signatory of the 2nd Party

Sign:



Name: Prof. S. GANESAN

Designation: Head, Education Initiatives

Address:

Logistics Sector Skill Council

'Temple Towers'

Anna Salai, Nandanam

Chennai – 600035, Tamilnadu

Sign:



Name: Prof. RENU JAIN

Designation: Vice Chancellor

Address:

Devi Ahilya Vishwavidyalaya

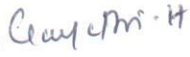
Rabindranath Tagore Marg

Chhoti Gwaltoli, Indore - 452001

Madhya Pradesh



Witness 1

Sign: 


Name: Prof. Gayathri Harish

Designation: Head, Academic Linkages & Skilling in Schools

Organisation: Logistics Sector Skill Council

Address: Nandanam, Chennai - 600035

Witness 2

Sign: 
21-10-2021

Name: Prof. Sanjiv Tokekar

Designation: Director

Organisation: Institute of Engg. & Tech., DAVV

Address: Indore - 452017, Madhya Pradesh



FIRST PARTY



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

No.	Programme	Campus	Intake Capacity	Commencement Year
1	Apprenticeship-based MS Degree Programme in Data Science for Logistics	Institute of Engineering and Technology - Devi Ahilya Vishwavidyalaya, Takshashila Campus, Khandwa Road, Indore - 452017, MP	30 or the capacity sanctioned by the University, whichever is lower.	2021-22
2	Apprenticeship-based Logistics Specialisation Stream for BE/B.Tech. Students	Institute of Engineering and Technology - Devi Ahilya Vishwavidyalaya, Takshashila Campus, Khandwa Road, Indore - 452017, MP	60 or the capacity sanctioned by the University, whichever is lower.	2021-22



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SPECIFICATIONS OF SMART CLASS ROOM (REF. CLAUSE 22)

No.	Equipment	Specification
1	PC or Laptop	Min i3 Processor, 4GB RAM, 500GB HD, CPU usage below 50%
2	Webcam	HD 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 IP of 1 GB bandwidth

Note:

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



FIRST PARTY



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October 21, 2021

Capt. T.S. Ramanujam
Chief Executive Officer

To
The Registrar
Devi Ahilya Vishwavidyalaya
Rabindranath Tagore Marg
Chhoti Gwaltoli
Indore - 452001
Madhya Pradesh

Sub: LSC – Memorandums of Agreement – Authorised Signatory – Reg.

Dear Sir,

Greetings from Logistics Sector Skill Council:

Logistics Sector Skill Council (LSC), established by the Ministry of Skill Development and Entrepreneurship (MSDE) through National Skill Development Corporation of India (NSDC), has the pleasure of collaborating with Devi Ahilya Vishwavidyalaya, Indore for launching apprenticeship based MS Degree Programme in Data Analytics for Logistics, the Logistics Specialisation Stream for BE/B.Tech. Students, and establishing a Centre of Excellence in Logistics.

Prof. S. Ganesan, Head of Education Initiatives, Logistics Sector Skill Council is authorised to sign the two Memorandums of Agreement in this regard representing LSC.

Kind regards,

Ramanujam
Tirumalai
Seshadri

Digitally signed by
Ramanujam
Tirumalai Seshadri
Date: 2021.10.21
11:22:08 +05'30'

T.S. RAMANUJAM