

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIAN NON JUDICIAL

मध्य प्रदेश MADHYA PRADESH

BN 246069

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

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SECOND PARTY

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19 OCT 2021

20 OCT 2021

प्रथम पेज के साथ मलगत



श्रीमती रेखा मंत्री

स्टॉम्प वेण्डर

हायकोर्ट परिसर, इन्दौर

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 establishing the Centre of Excellence in Logistics (DAVV-CL) in collaboration with LSC to conduct Logistics Skill Training Programmes and take up Research & Consultancy Projects.

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

THE PARTIES AGREE AS FOLLOWS:

Purpose:

1. The objective of this Agreement is to establish the Centre of Excellence in Logistics (DAVV-CL), hereinafter referred to as 'the Centre', in collaboration with LSC for conducting Logistics Skill Training Programmes and taking up Research & Consultancy Projects.

Scope of DAVV-CL:

2. The Centre shall serve as a bridge between unemployed and/or underemployed youth and the Logistics Sector to ensure Knowledge and Skill Development that would be beneficial to all stakeholders.
3. The Centre shall serve as a Sectoral Consultancy Base specific to the State in multiple dimensions as envisaged in the National and State Logistics Policies.
4. The Centre shall provide support for the effective conduct of Logistics Vocational Education Programmes offered at School and Higher Education Levels in the State.
5. The Centre shall take up Short Term Training Programmes in Logistics that are linked to the Logistics Qualification Packs at specific NSQF Levels.
6. The activities under the Clauses 4 & 5 shall be planned in such a way as to make the Centre self-sustainable.
7. The Centre shall take up, jointly with both Parties, relevant projects and appropriate schemes of the Central and State Governments and/or Government organisations.
8. The Centre shall provide a higher level of Knowledge and Skill base to support students, researchers, and consultants for their research and consultancy projects.
9. The Centre shall take up Industry-driven projects relating to optimisation of Logistics processes, leading to improved productivity and process efficiency.
10. The Centre shall be made capable of preparing Detailed Project Reports for new and existing business development projects.
11. The Centre shall be developed as a separate collaborative entity.


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Obligations of the First Party:

12. Register the Second Party as a Collaborating Institution.
13. Allow the Second Party to use the LSC logo and mention 'in collaboration with LSC' in its promotional materials/stationery.
14. Develop Short Term Training Programmes in Logistics and continuously improve the training curriculum to ensure imparting necessary skills and knowledge on the trainees to make them fit for gainful employment in the Logistics sector.
15. Co-administer the activities of the Centre along with the Second Party.
16. Create necessary laboratory facilities required for the various training programmes in different sub-sectors of Logistics.
17. Create a sustainable system in collaboration with the Second Party for Trainee aggregation by striking an alliance between industry associations/bodies and the Centre to ensure aggregation of the economically viable number of trainees for training programmes.
18. Create a sustainable system in collaboration with the Second Party for sourcing Industry-driven projects pertaining to optimisation of Logistics processes, leading to improved productivity and process efficiency.
19. Provide a higher-level Knowledge and Skill base through appropriate experts to support students, researchers, and consultants for their research and consultancy projects.
20. Perform such other functions as may be mutually agreed with the Second Party.

Obligations of the Second Party:

21. The Second Party shall take appropriate steps to get the Centre and its activities approved by various regulatory bodies.
22. Allocate, from its existing infrastructure, the necessary built-up furnished infrastructure to accommodate classrooms, laboratories, and administration of the Centre.
23. Provide access to its existing library, laboratory, and faculty resources for the efficient conduct of the various programmes taken up by the Centre.
24. Make available an already existing Smart Class Room for online interactive lectures arranged by the First Party for the benefit of trainees, researchers, and consultants.
25. Encourage its relevant personnel like Faculty, Professors and Researchers to get engaged with the activities of the Centre on a pre-determined honorarium.
26. Co-administer the activities of the Centre along with the First Party.
27. Provide accommodation, hospitality, and local conveyance to the visiting trainers, experts, and consultants, as per the norms of the Second Party, who are invited to take forward the Centre's various activities.
28. Nominate a Faculty Member to act as the Head of the Centre to provide leadership to the Centre.


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29. In consultation with the First Party, create a Joint Coordination Committee (JCC) with an equal number of nominees from both Parties for bi-annual review of the functions of the Centre.

Business Plan and Financials:

30. The Business Plan and Financials will be worked out by both Parties in consultation with each other and an Annexure to this MoA consisting of the finalised, mutually agreed Business Plan and Financials shall be signed by both parties within three months of the date of signing this MoA.

Term of MoA:

31. The Agreement shall be valid for five years from the date of signing this MoA.
32. The validity of the Agreement shall be extended for further period on mutual consent between both Parties.

Termination:

33. Either Party might revoke the Agreement if the term/s of this MoA is/are violated by either Party by serving a 6-months' notice.

Force Majeure:

34. Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.
35. Both Parties shall not be liable for a penalty, liquidated damages or default, if any and to the extent that its delay in performance or other failures to perform their obligations under the Agreement results from an event of Force Majeure.
36. 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 impact the performance of any Party.

Dispute Resolution:

38. 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.
39. 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


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governed as per the provisions of the Arbitration and Conciliation Act, 1996 or of any modifications, Rules or re-enactments thereof.

40. 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.

41. The Arbitration proceedings will be held at Indore jurisdiction only.

Effective Date of Agreement:

42. 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

Sign: 

Name: Prof. S. GANESAN

Designation: Head, Education Initiatives

Address:

Logistics Sector Skill Council

'Temple Towers'

Anna Salai, Nandanam

Chennai – 600035, Tamilnadu



Witness 1

Sign: 

Name: Prof. Gayathri Harish

Designation: Head, Academic Linkages & Skilling in Schools

Organisation: Logistics Sector Skill Council

Address: Nandanam, Chennai - 600035

Signed by the authorised signatory of the 2nd Party

Sign: 

Name: Prof. RENU JAIN

Designation: Vice Chancellor

Address:

Devi Ahilya Vishwavidyalaya

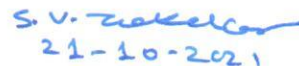
Rabindranath Tagore Marg

Chhoti Gwaltoli, Indore - 452001

Madhya Pradesh



Witness 2

Sign: 
21-10-2021

Name: Prof. Sanjiv Tokekar

Designation: Director

Organisation: Institute of Engg. & Tech., DAVV

Address: Indore - 452017, Madhya Pradesh

Capt. T.S. Ramanujam
Chief Executive Officer

October 21, 2021

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