



सत्यमेव जयते

# INDIA NON JUDICIAL Chandigarh Administration

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Description of Document : Article 5 Agreement or Memorandum of an agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : PUNJAB SKILL DEVELOPMENT MISSION  
Second Party : ICICI FOUNDATION FOR INCLUSIVE GROWTH  
Stamp Duty Paid By : PUNJAB SKILL DEVELOPMENT MISSION  
Stamp Duty Amount(Rs.) : 100  
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### Memorandum of Understanding

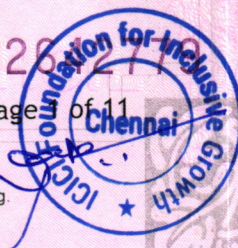
This tripartite **Memorandum of Understanding** ("MoU") is executed on the  
31.05.2022 at PIT, Mohali-I Campus of IKGPTU.

BETWEEN

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### **Memorandum of Understanding**

This tripartite **Memorandum of Understanding** ("MoU") is executed on the 31.05.2022 at PIT Mohali-I Campus of IKG-PTU.

#### **Among**

**Punjab Skill Development Mission Society (PSDM)**, a nodal agency of the Government of Punjab for its Skill Development Mission, represented by Mission Director having its office at S.C.O 149-152, Level 2, Sec 17 C, Chandigarh (hereinafter referred to as "**FIRST PARTY**" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns);

#### **AND**

**I.K. Gujral Punjab Technical University (PTU)**, a nodal agency of the Government of Punjab established by an Act of State Legislature, represented by Dean (Planning & External Programmes) having its office at Jalandhar-Kapurthala Highway, Kapurthala, Near Pushpa Gujral Science City, Jalandhar (hereinafter referred to as "**SECOND PARTY**" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns);

#### **AND**

**ICICI Foundation for inclusive growth (ICICI Foundation)**, a charitable trust registered at Chennai, Tamil Nadu vide a Trust Deed dated January 04, 2008 and having its office at ICICI Bank Towers, Bandra Kurla Complex, Bandra East, Mumbai 400051 (hereafter referred as "**THIRD PARTY**" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns), of the other Part.

### **BACKGROUND**

- A. First Party recognizes the value of skill development initiatives for the community and are willing to support and collaborate with individuals, institutions, trusts, corporate bodies and any other such entities that administer and run skill development initiatives for the lesser privileged youth in the state of Punjab ("State") and thereby enabling them to participate in the growth and economic development of the State.
- B. Second Party has the mandate to set up centres of excellence in emerging technologies and for promoting training, research and development in these areas. The University has undertaken the task of training students to help in the development of skilled manpower in this sector in the country in general and in the state, in particular.
- C. Third Party is a public charitable trust, set up with the objectives as set out in the Trust Deed dated January 04, 2008, which inter *alia*, includes catalyzing and accelerating inclusive social and economic development through empowerment of poor by integrated action in the diverse fields connected to the society to augment India's inclusive growth process. As a part of achieving such objectives and to further its initiatives towards education and livelihoods, Second Party has institutionalized the ICICI Academy for Skills that provides skill training and vocational training to young unemployed school and college dropouts which may lead towards their self-employment or wage employment.





- D. The Parties had earlier collaborated with each other vide a Memorandum of Understanding dated February 17, 2016 for setting up a centre of ICICI Academy for Skills at Mohali, Punjab, hereinafter referred to as the 'Academy'. This non- financial Agreement is entered between the First Party, Second party and third party for a term of five years.
- E. The Parties are desirous of continuing the said collaboration and continue providing technical and skill development training through the Academy in accordance with the terms and conditions as agreed upon in this MoU. The MoU shall be effective from the expiry of the earlier MoU between the parties.

**1. OBJECTIVE / PURPOSE OF MOU**

The parties hereto mutually agreed upon to continue their collaboration for operating the Academy to train the lesser privileged youth in the State ("Trainees") and to assist them to seek employment (either by wage employment or self-employment) in the relevant field. The Parties have further agreed that the Academy will strive to train 1600 candidates of Punjab annually and that the Academy will be on a non-residential basis, i.e. it shall not provide lodging (hostel) facility to the candidates. To further the aforesaid objective, this MoU sets out the terms and scope of collaboration between the parties.

**2. SCOPE AND INTENT:**

The scope of this document is valid for three years from the date of signing. The duration of this MOU can be extended by mutual consent of all the three parties.

**3. PROGRAM DETAILS:**

The selection criteria of the Trainees (age, education and social economic background) and the operational parameters, including the course(s) to be offered at the Academy, shall continue to be mutually decided in writing by the Parties keeping in view the market demand and the local factors and the changes therein. The training shall be held physically but in case of any restriction imposed/set in by Government (for ex. COVID, Pandemic) the theoretical part can be executed in online mode.

The specific responsibilities and obligations of each Party and other relevant details are as set out in the **Annexure I** attached herewith. The list of courses being offered at the Academy is listed in **Annexure II**.

**4. REPRESENTATIONS AND WARRANTIES**

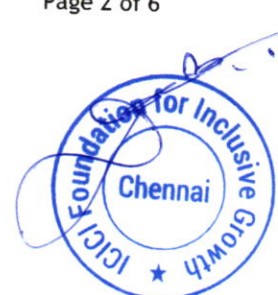
Each Party hereby represents and warrants that it has all requisite power and authority to execute this MOU and to perform its obligations hereunder. The execution and delivery of this MOU and the performance of this MOU will not constitute a breach or constitute a default or a breach of any agreement entered with any third party and it will perform its obligations and fulfill its responsibilities under this MOU in a manner that complies with all applicable laws.

**5. CONFIDENTIALITY**

Neither the first party nor the second party and the third party shall disclose during the term of this agreement or thereafter to any third party any information, course materials or make public the documents, materials, equipment's, diagrams etc. of joint course provided by first, second and third party.

**6. TERMINATION**

Any Party desirous of terminating this MOU shall forthwith provide written notice of 120 days to the other Parties. However, the Parties shall ensure that termination of this MoU is



not effected in the middle of ongoing training batches at the Academy except that either Party can forthwith terminate this MoU in case of breach of any of term of this MoU by the other Party.

## **7. MISCELLANEOUS**

- A) Unless otherwise agreed in writing by all, each party shall bear its own cost in connection with effecting the terms and conditions to this MoU.
- B) Each party may request changes to this MoU. Any changes, modifications, revisions, amendments to this MoU which are mutually agreed upon and between all the parties shall be incorporated by the written instrument, and effective when executed and signed by each party.
- C) Relationship of each party under this MoU is that of independent entities and nothing in this MoU shall, or shall be deemed to constitute or place them in fiduciary relationship, any other relationship of trust or confidence, partnership, employer-employee, agency or joint venture relationship and no party shall have the right to agree to obligations on behalf of any other Party in any manner.
- D) For effective implementation and monitoring of MoU, each party shall designate a nodal officer. The nodal officer from each party shall be proactive, have good English written and oral skills, shall have email access and shall be able to get things executed.
- E) Any dispute, differences, claim or question of interpretation of any nature arising between the Parties with respect to this MoU as to the respective rights, claims, liabilities and obligations under this MoU, including any question regarding its existence, validity or termination which is not resolved by amicable settlement shall be referred to and finally resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendment thereto. The Parties shall mutually appoint a sole arbitrator to conduct the arbitration proceedings. The venue of such proceedings shall be at Chandigarh and the language of arbitration shall be English. The award of the arbitration shall be final and binding on the Parties. The costs of Arbitration shall be borne in such manner as the arbitrator may direct.
- F) Force Majeure Clause.
  - a. For the purposes of this MoU, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts, pandemic and pandemic induced lockdown or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
  - b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to take into account at the time of the conclusion of this MOU, and avoid or overcome in the carrying out of its obligations.

## **8. NON-BINDING**

This MOU is non-binding in nature herein and the parties agree that the execution of this MOU shall not constitute any undertaking by each party to mandatorily perform the transactions hereunder. This MOU does not impose legal or financial obligations on each





Party. The parties recognize that the Execution of this MOU does not constitute any legal obligation or commitment by each party to enter a definitive agreement.

**9. NOTICE**

All notices required or permitted by, or made pursuant to this Memorandum of Understanding shall be in writing and shall be sent by certified mail or by courier or by post or by facsimile within the stipulated time of 15 days to the following addresses: -

**In the case of notice to PSDM: -**

**Address:** - SCO 149-152, Sector 17-C, 2<sup>nd</sup> Floor, Chandigarh.

**Attention:** - Mission Director, Punjab Skill Development Mission

**Email Id:** - [secy.skill@psdm.gov.in](mailto:secy.skill@psdm.gov.in)

**In case of notice to I.K. Gujral Punjab Technical University**

**Address:** - I.K. GUJRAL PUNJAB TECHNICAL UNIVERSITY (PTU), Jalandhar-  
Kapurthala Highway, Near Pushpa Gujral Science City, Jalandhar

**Attention:** - Registrar

**Email:** - [registrar@ptu.ac.in](mailto:registrar@ptu.ac.in)

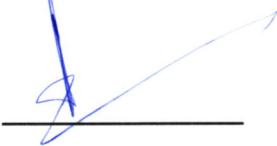

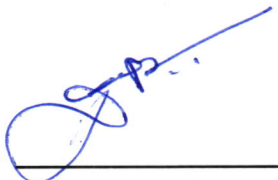
**In case of notice to ICICI foundation**

**Address:** - ICICI Bank Towers, Bandra Kurla Complex, Bandra East, Mumbai 400051

**Attention:** - Mr. Anuj Agarwal

**Email:** - [anuj.agarwal@icicifoundation.org](mailto:anuj.agarwal@icicifoundation.org)

**IN WITNESS, WHEREOF THE PARTIES HERE THROUGH THEIR DULY  
AUTHORISED REPRESENTATIVES HAVE EXECUTED THIS MOU ON THE DAY,  
MONTH AND YEAR FIRST HEREIN MENTIONED.**

<p><b>For Punjab Skill Development Mission Society</b></p>  <p><b>Ms. Deepti Uppal, IAS Mission Director</b></p>	<p><b>For I.K. Gujral Punjab Technical University</b></p>  <p><b>Dr. Yadwinder Singh Brar Dean (Planning &amp; External Programmes)</b></p>	<p><b>For ICICI Foundation for Inclusive Growth</b></p>  <p><b>Mr. Deepak Sharma Center Head</b></p>
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## **Annexure I**

### **Responsibilities of First Party:**

- i. Ensuring on an ongoing basis that the Premises is functional with supply of power, water, sewerage connection, access, safety etc.
- ii. Sourcing: Mobilizing prospective youth from underprivileged backgrounds in the 18 to 30 years' age-group and enrolling them for training at the Academy. The qualification of these underprivileged youths will be class 8 passed up to graduates. Candidates who have or are undergoing diploma, ITIs or other vocational / professional courses will not be eligible.
- iii. Placement assistance: Facilitate ICICI Foundation's efforts for placement of students upon successful completion of training.

### **Responsibilities of second party**

- (i) The second Party has provided premises including space for work shed and open area for practical training at Punjab Institute of Technology, Government Polytechnic, Khuni Majra, Kharar-Landran Road, Sector 115, Mohali – 140307, Punjab. ICICI foundation shall be allowed to continue to operate from the said premises and use all the area currently provided to ICICI Foundation, for the duration of this MoU. The academy is located in Administrative block of PTU in campus of Government Polytechnic College, Khunimajra . It will occupy the following area:

First Floor (whole) :13890 Sq. ft. area

Second floor (Half): 6912 Sq. ft. area

Shed (Workshop on ground floor, near parking): 4242 Sq. ft. area

- (ii) The Premises will be for exclusive use by ICICI Foundation during the Term of this MOU and shall neither be completely or partially let out for lease or rent to any other party nor any other party shall be given possession and/or right to use the Premises, without the consent from ICICI Foundation.

### **Responsibilities of Third Party**

- i. Operations: Running the Academy, including providing for moveable assets.
- ii. Placement assistance: Providing placement opportunities to students upon completion of training, on a best-effort basis, with assistance from State Government.
- iii. Expenses: Undertaking the operating expenditure for the Academy for the tenure of the MoU, including expenditure on:
  - a) Provision of trainers and training materials
  - b) Caretakers for the Academy
  - c) Salary and related costs for the Academy personnel
  - d) Electricity, water and telecommunications
- iv. The liability of hiring, salary and issues of manpower resources will be borne by ICICI foundation.
- v. The expense of any additional infrastructure if any, will be borne by third party with prior knowledge of the first and second party.



**Joint Responsibilities:**

Certification: Upon completion of the training, the students shall be jointly certified by the First Party, ICICI Foundation, industry leaders who are knowledge partners of ICICI Foundation and PSDM.

**Annexure II**

**List of courses currently to be offered.**

Sr. No.	Course
1	Central Air-conditioning (CAC)
2	Electrical and Home Appliance Repair (EHA)
3	Office Administration (OA)
4	Pumps and Motor (PM)
5	Refrigeration and Air Conditioning Repair (RAC)
6	Selling Skills (SS)
7	Tractor Mechanic (TM)
8	Two Wheeler Three Wheeler Technician (TWST)

The courses offered are flexible and need based, there can be add/deletion to the above list based on demand. In case of emergency situation, like Covid Lockdown etc., the courses can also be switched to digital medium for theory classes.

