

MEMORANDUM OF UNDERSTANDING
SkillPlus (ON College Campus)

THIS MEMORANDUM OF UNDERSTANDING ('MOU') is made at Hubballi, Karnataka, India on **23rd June 2022** by and between:

Deshpande Educational Trust, a charitable trust incorporated under the Indian Trusts Act 1882, and having its principal office at Airport Road, Hubballi, Karnataka 580030 India, (herein after referred to as "**Deshpande Skilling**") duly represented by its **COO, P. N. Nayak** which expression shall unless it is repugnant to the meaning or context thereof be deemed to mean and include its successors and assigns

AND

MES's MM Arts and Science College, Sirsi which houses numerous centers of collegiate education that offer a wide range of curricula across faculties of Arts, Science and Commerce for graduation and post-graduation thereby facilitating skill development and enhanced employability and having its presence in Districts of Sirsi Taluk and Uttar Kannada District represented by it is **Dr T S Halemane, Principal MES's MM Arts and Science College, Sirsi** (hereinafter referred to as **MES's MM Arts and Science College, Sirsi** which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns. The Degree College of the **MES's MM Arts and Science College, Sirsi** offering collegiate education hereinafter referred to as **MES's MM Arts and Science College, Sirsi**

AND

DESHPANDE SKILLING and **MES's MM Arts and Science College, Sirsi** are hereinafter collectively referred to as '**Parties**' and individually as a '**Party**'.

WHEREAS:

1. **DESHPANDE SKILLING** a "**not for profit**" trust, an impact unit of **Deshpande Foundation, India**, and a training partner of **National Skill Development Corporation (NSDC)**, involved in the activity of conducting employability skills training programs for graduates from rural and semi-urban Colleges at various Colleges and its skilling campus in Hubballi, and providing placement assistance to its students. **Deshpande Skilling** is desirous of bringing about rural transformation by building employability skills among graduate youth from rural and semi-urban Colleges and assists them to earn their first employment in the formal sector. **Deshpande Skilling** wishes to skill job-seeking students pursuing graduation/graduates that pass out of college but have failed to acquire the required skills to earn employment through its Non-Residential (SkillPlus) and Residential (SkillPlus-R) skilling programs.



2. **MES's MM Arts and Science College, Sirsi** is desirous to see more The Institute or College Name full name students succeed in earning their employment in reputed organizations and enhancing the placement record of the **MES's MM Arts and Science College, Sirsi**. Therefore, the name, location and other details of The Institute or College Name full name, which will be part of the "SkillPlus" non-residential skilling partnership, is listed in Annexure-A of this MOU.
3. The two parties, **DESHPANDE SKILLING** and The Institute or College Name full name, seek to partner with each other to achieve the common goal of skilling select students of **MES's MM Arts and Science College, Sirsi** and assisting them to start their working careers.
4. Trainers from **Deshpande Skilling** will utilize the classrooms, computer labs, activity areas and other necessary infrastructure of **MES's MM Arts and Science College, Sirsi** to deliver the SkillPlus program for select students.
5. **Deshpande Skilling** will conduct necessary assessments and selection activities at **MES's MM Arts and Science College, Sirsi** to select the students who need a job, are willing to start working, migrate, and be willing to put in the necessary effort for this. The selection process will be a combination of online assessments, telephonic interviews and face to face interviews. The selection process will be conducted during the 4th semester of the student.
6. Students of **MES's MM Arts and Science College, Sirsi** selected for the SkillPlus training program will be offered admission to the program conducted at the college and while the candidate is still pursuing education at the college.
7. **Deshpande Skilling** reserves the right to debar students from the SkillPlus program for lack of seriousness, lack of interest, inappropriate behavior with fellow students or faculty etc. However, the student will be warned and provided an opportunity to correct self before the extreme action of debarment in the best interest of the batch of students.
8. Both the parties will work as partners to facilitate selected students of **MES's MM Arts and Science College, Sirsi** to develop their employability skills and earn them an earning job. However, neither of the parties will charge the other for providing services nor providing the necessary infrastructure.
9. **DESHPANDE SKILLING** will charge a fee of Rs.7000/- from the student. The fee forms part of the expenses of conducting the training and is collected to ensure student ownership in the exercise. The fee collected from the students' only forms part of the cost of the program. The balance program expense is funded by CSR funding from corporates and grants from **Deshpande Foundation**. **DESHPANDE SKILLING** neither earns profit nor seeks to profit from the activity of skilling.
10. The Parties recognize the capabilities and resources that each Party brings and agrees to collaborate to bring together the capabilities and resources to support the enrolled students to enhance their employability and earn their job. **MES's MM Arts and**



Science College, Sirsi will support by counselling job-seeking students to take benefit from the skilling program. **DESHPANDE SKILLING** will support by skilling and supporting placement and enhance the placement record of the college too.

11. **DESHPANDE SKILLING** will work with **MES's MM Arts and Science College, Sirsi** to build a mindset and discipline among the students of preparing early to earn placement and start a career. Both parties will jointly work to engage the enrolled students through online and offline methods to achieve this.

The Parties are therefore entering into this **MOU** to record the terms and conditions of this collaboration. **DESHPANDE SKILLING** and **MES's MM Arts and Science College, Sirsi** have agreed to enter into this **MOU** to record their present state of agreement in principle in respect of the **SkillPlus College Partnership Program**

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

This collaboration between **DESHPANDE SKILLING** and **MES's MM Arts and Science College, Sirsi** will be to impart skill training and provide placement assistance to select students of **MES's MM Arts and Science College, Sirsi** to be able to earn their first employment. The objective of this partnership is to facilitate rural transformation by getting rural youth into productive employment and thereby enhancing the placement record of the partner college.

Roles & Responsibilities of MES's MM Arts and Science College, Sirsi

1. **MES's MM Arts and Science College, Sirsi** will depute a senior officer with authority and influence in the **MES's MM Arts and Science College, Sirsi** to be part of the partnership team.
2. The Principal and Staff of **MES's MM Arts and Science College, Sirsi** will align to the spirit of the partnership between **Deshpande Skilling** and **The MES's MM Arts and Science College, Sirsi** the Training and Placement Officer of the college will involve actively in the effective conduct of the program.
3. **MES's MM Arts and Science College, Sirsi** will provide access to classrooms, computer lab rooms, activity rooms, and other college infrastructure to trainers of **Deshpande Skilling** to conduct the skilling program.
4. **MES's MM Arts and Science College, Sirsi** will, if necessary, create additional capacity of computer lab at the college to facilitate smooth conduct of the critical Computer Skill practical classes of the program and for the students to take part in on-line assessments, interviews and other methods used by employers to select students.
5. **MES's MM Arts and Science College, Sirsi** will permit and facilitate representatives of **DESHPANDE SKILLING** to interact with the eligible students and their parents at the college for counselling before admission to the program.



6. **MES's MM Arts and Science College, Sirsi** will support the partnership by counselling and encouraging eligible students of the college to enroll for the "SkillPlus" non-residential skilling program.
7. **MES's MM Arts and Science College, Sirsi** will recommend students from BA / B.Com/B.Sc. / BBA / BCA / B.Ed. streams or any other streams for which Deshpande Skilling has a working program.
8. **MES's MM Arts and Science College, Sirsi** will not have any objection to DESHPANDE SKILLING collecting a part of the cost of skilling each enrolled student in the form of fellowship fees from the students.
9. **MES's MM Arts and Science College, Sirsi** will allow DESHPANDE SKILLING to list **MES's MM Arts and Science College, Sirsi** as it's partner on it's Web Site and other communication channels.

Roles & Responsibilities of DESHPANDE SKILLING:

1. DESHPANDE SKILLING will enter into MOU with the PARTNER COLLEGE and work closely with the college to develop students mindset for "preparing for placement" early and for enhancing placement record of the Partner College by skilling selected students at it's residential skilling center and provide them placement assistance to earn their job offer.
2. Deshpande Skilling will conduct the necessary assessments and selection processes to select students for the program. All these assessments will be conducted at the college.
3. Deshpande Skilling will enroll the selected students on it's LMS system to access the necessary online and flipped classes to the students. Students can access the learning content on their smartphones or PCs.
4. DESHPANDE SKILLING will depute trainers to conduct the classes, lab practice, assessments, and activities at the college. Trainers will be shared across multiple SkillPlus partner Colleges in the locality.
5. DESHPANDE SKILLING will provide the skill training to students of the partner college at the college as per the academic plan of the specific program into which they are admitted.
6. DESHPANDE SKILLING will offer placement assistance to students of the Partner College admitted to it's skilling program. Every student will be trained and assisted to explore job opportunities on-line and to face the on-line and offline selection process of companies.
7. DESHPANDE SKILLING will interact with employer organizations to understand the current and future skill requirements of employers. Deshpande Foundation will



also invite employers to provide opportunities to fellows of the skilling program for job openings in their organizations.

8. **MES's MM Arts and Science College, Sirsi** will be listed on **DESHPANDE SKILLING's** program website and other relevant platforms viewed by a community of employers.
9. **DESHPANDE SKILLING** will provide updates about the progress of students of **MES's MM Arts and Science College, Sirsi** to the placement officer and principal of the partner college. The partner college will also be updated about the job offers received by it's students.
10. **DESHPANDE SKILLING** retains it's right to charge the students' for the skill training.
11. **DESHPANDE SKILLING** will provide training completion certificates to all such students who have completed the training. The certificate will bear the logo of **NSDC** and **DESHPANDE SKILLING**.
12. **DESHPANDE SKILLING** will provide placement assistance to students of the program thru it's in-house Placement Assistance Cell or it's placement partners.

Joint contributions:

1. **DESHPANDE SKILLING** and **MES's MM Arts and Science College, Sirsi** will jointly promote skill development and other events organized under this partnership.
2. **DESHPANDE SKILLING** and **MES's MM Arts and Science College, Sirsi** will work jointly on promoting a culture of preparing for job opportunities.

Engagement Team:

DESHPANDE SKILLING engagement team will comprise of the following points of contact: **6361771911**

Name: Mr Aftab Attar

Designation: Impact Division Head

E-mail: aftab.attar@dfmail.org

MES's MM Arts and Science College, Sirsi engagement team will comprise of the following points of contact:

Name of the Coordinator: Dr. S S Bhat

Designation: IQAC Coordinator and Placement Career Guidance Cell

E-mail Id: ssbsirsi@gmail.com



Term, Termination and Effect of Termination

This MOU will commence on the date written herein below 23/06/2022 and shall be valid till 22/06/2023 ("**One year**"). At any time during the Term, each Party shall be entitled to immediately terminate this MOU by giving written notice to the other Party. In addition, if such other Party materially breaches this MOU or if such other Party or its representatives engage in activities that non-defaulting Party reasonably believes pose a risk to its reputation or goodwill, terminates abovementioned MOU.

Confidentiality

In the course of their negotiations under this MOU, the Parties acknowledge that it may be necessary for one Party to provide documentation, technical and business information, and/or intellectual property, in whatever form recorded (collectively, "Confidential Information"), to the other Party. All Confidential Information provided or disclosed by either Party hereunder shall remain the property of the furnishing Party and shall be held in strict confidence by the receiving Party unless the furnishing Party otherwise consents in writing or unless disclosure of such Confidential Information is required by the applicable laws.

Any disputes or differences which may arise between the Parties out of, in relation to or in connection with this MoU, or for the breach thereof shall be settled by arbitration. Each Party hereto shall be entitled to appoint 1 (one) arbitrator and the 2 (two) arbitrators so appointed shall appoint the presiding arbitrator. The Arbitration and Conciliation Act 1996 or any statutory modifications shall govern the arbitration thereof. The venue of arbitration shall be at Hubballi, India, and the language of the arbitration shall be the English language.

Applicable Law & Jurisdiction

Any action/dispute/claim arising out of or related to this MoU shall be governed by the laws of India, and the courts at Hubballi shall have exclusive jurisdiction in respect of all such actions/disputes/claims arising out of this MoU.

Notices

Any notice or other communication under this MoU shall be in writing and shall be deemed to have been effectively served if sent by personal delivery or courier or by registered prepaid mail and addressed to the Parties at their respective addresses set forth hereinbefore (or at such other address as a Party may specify by notice to the other).

Miscellaneous

Entire Agreement: The Parties have read and understood this MoU, along with any document referred to in this MoU and annexure, constitute the complete and exclusive statement of MoU between them concerning the subject matter hereof and supersedes all proposals, representations, understandings, including any prior agreement whether oral or written and all other communications between them relating thereto.



Miscellaneous

Entire Agreement: The Parties have read and understood this MoU, along with any document referred to in this MoU and annexure, constitute the complete and exclusive statement of MoU between them concerning the subject matter hereof and supersedes all proposals, representations, understandings, including any prior agreement whether oral or written and all other communications between them relating thereto.

Heading: The headings of terms and conditions herein contained are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of any of the terms and conditions of this MoU.

Severability: In the event that any of these terms, conditions or provisions shall be determined invalid, unlawful or unenforceable, to such an extent, such terms, conditions or provisions shall be severed from the remaining terms, conditions and provisions and such remaining terms, conditions and provisions shall continue to be valid to the fullest extent permitted by law, provided however if such invalid, unlawful or unenforceable terms, conditions or provisions may be made legal, valid and enforceable by limitation or modification thereof, then the Term, condition or provision shall be revised and reformed to make it legal, valid and enforceable to the maximum extent provided by law.

Waiver: The failure of either Party hereto at any time to enforce performance by the other Party of any provision of this MoU shall in no way affect such Party's rights thereafter to enforce the same, nor shall the waiver by either Party of any breach of any provision hereof be deemed to be a waiver by such Party of any other breach of the same or any other provision hereof.

Variation: No variation or amendments shall be effective unless the same is in writing signed by the Parties or their authorized representatives.

Counter Parts: This MoU may be signed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but all of which taken together shall constitute one and the same instrument.



IN WITNESS WHERE OF, the Parties here to have duly executed this MOU as on date above written

<p>DESHPANDE SKILLING</p>	<p>MES's ARTS AND SCIENCE COLLEGE, SIRSI</p>
<p>By signing this MOU, I also confirm that I am authorized to sign on behalf of Deshpande Educational Trust</p> <p>Signature:  </p>	<p>By signing this MOU, I also confirm that I am authorized to sign on behalf of MES's MM Arts and Science College, Sirsi</p> <p>Signature:  </p>
<p>Name: Mr. P. N. Nayak</p>	<p>Name: Dr. T S Halemane</p>
<p>Title: The Chief Operating Officer (COO)</p>	<p>Title: Principal</p>
<p>Deshpande Educational Trust, Hubballi</p>	<p>MES's Arts and Science College, Sirsi</p>
<p>Date: 23rd June 2022</p>	<p>Date: 23rd June 2022</p>