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Date: 18 JUL 2023, 01:47 PM

Purchased By:

CH RAJALINGAM

S/o CH RAMACHANDRAIAH

R/o HYDERABAD

For Whom

A V COLLEGE OF ARTS, SCIENCE & COMMERCE

BA 826537

V ADARSH KUMAR
LICENSED STAMP VENDOR
Lic. No. 11/2010
Ren.No. 01/2022
1-2-137 TO 154, 94, MINERVA
COMPLEX, S.D.ROAD,
SECUNDERABAD - 500003
Ph 9246888602

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is signed between Logistics Sector Skill Council (LSC), a not-for-profit organisation registered under Sec. 8 of Indian Companies Act, 2013 (18 of 2013) and Rule 18 of the Companies Incorporation Rules 2014, established by the Ministry of Skill Development and Entrepreneurship (MSDE) through the National Skill Development Corporation of India (NSDC) having its registered office at Khivraj Complex - 7th Floor, No. 480A, Anna Salai, Nandanam, Chennai – 600035 represented by its Chief Executive Officer Mr. Ravikanth Yamarthy as the First Party.

and

Andhra Vidyalaya College of Arts, Science and Commerce, Gagan Mahal Road, Domalguda, Himayatnagar, Hyderabad - 500029, Telangana, a Private College affiliated with the Osmania University represented by its Principal Dr. Ch. Rajalingam (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

1

Principal
A. V. COLLEGE OF
Arts, Science & Commerce
Gaganmahal, Sec 20, T.S.

Whereas

The First Party, intending to create human resources with the 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, a private College affiliated with Osmania University, was established in 1968 as a composite college offering plus two and UG courses. It grew to occupy the status of a multidimensional institution with PG courses from the year 1991. Driven by a mission of igniting young minds, the Second Party desires to launch the apprenticeship-based BBA Degree in Logistics under affiliation with Osmania University from the Academic Year 2023-24 in collaboration with the First Party. Therefore, this Agreement is entered between the First Party and the Second Party for an initial term of five years.

THE PARTIES AGREE AS FOLLOWS:

Purpose:

1. The objective of this Agreement is to launch and efficiently conduct the apprenticeship-based BBA Degree in Logistics under affiliation with the Osmania University as mentioned in Appendix A (hereinafter referred to as 'Degree') from the Academic Year 2022-23 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 and the region where the Second Party is located;



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SECOND PARTY

9. Ensure all student-apprentice of the Second Party get monthly stipend during the apprenticeship period as per the provisions of the Apprentices Act, 1961;
10. Continuously Assess the performance of students in Apprenticeship, share the assessment results with the Second Party, and issue Apprenticeship Completion Certificates to students of the Second Party who successfully complete the Apprenticeship;
11. Offer an appropriate number of Allied Courses, deliver them online, assess, and issue Completion Certificates;
12. Facilitate all registered students of the Degree in the Second Party, on their successful completion of the Degree, get placed at a level commensurate with their capability in the Logistics Sector;
13. Help the Second Party in sourcing Experts for Guest Lectures;
14. Make Annual Assessment of the Academic Process (AAP) of the Degree in the Second Party, and facilitate it to improve the process to graduate industry-relevant human resources continuously;
15. Perform such other duties as may be mutually agreed with the Second Party.

Obligations of the Second Party:

16. The Second Party shall take appropriate steps to get the Degree approved by various academic bodies like the Board of Studies, Academic Council, University and other relevant regulatory bodies.
17. The Second Party may modify the Model Regulations and Curriculum, which would be shared after signing the MoA by the First Party, wherever necessary to suit the norms of the affiliating university without altering the basic structure and focus of the Programme.
18. The Second Party may modify the suggested evaluation/assessment criteria (as given in the Model Curriculum) wherever necessary to suit its norms, standards, and practices.
19. The Second Party shall take a nominee of LSC, and two nominees from the industry as Members of the Board of Studies / Academic Council pertaining to the Apprenticeship-based UG Degree Programme in Logistics. These nominees shall be invited to participate in the meetings of Board / Council, whenever convened.
20. The Second Party shall make available the necessary classrooms, faculty, library, and laboratory resources for the efficient conduct of the Degree.
21. The Second Party shall complete the 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.
22. 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.

23. The Second Party shall ensure the admission of quality students willing to take up Apprenticeship Training as embedded in the Curriculum.
24. 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.
25. The Second Party shall accept that the First Party shall source only one Apprenticeship Assignment for each student and that getting selected by a company arranged by the First Party shall be the individual responsibility of each student.
26. 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.
27. The Second Party shall ensure the 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.
28. The Second Party shall nominate Faculty Mentor for each student to motivate and guide them to overcome attitudinal and other issues faced by the student during the Apprenticeship Assignment. The Second Party, through the Faculty Mentors, shall monitor the attendance and performance of its students and keep the First Party, without any loss of time, informed of any abnormality.
29. Students who refuse to join the apprenticeship or cannot continue in the apprenticeship due to personal reasons may be given the option of leaving the programme with an Advanced Diploma in recognition of the successful completion of two years of the study.
30. The Second Party shall arrange guest lectures by Industry Experts as and when possible during each teaching Semester.
31. The Second Party shall arrange one Industry Visit for the students pursuing the Degree in each teaching Semester.
32. The Second Party shall collect programme fees from students as per its norms or the norms of the University to which it is affiliated/attached. 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). The Fee Structure of the Degree shall be shared with 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.
33. The Second Party shall make all other arrangements for the proper conduct of the Degree as necessitated by the University to which it is affiliated/attached with.
34. The Second Party shall provide to the First Party all necessary data/information about the conduct of the Degree through LSC Portal whenever required.

35. 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.
36. The Second Party shall provide accommodation, hospitality, and local conveyance to the visiting experts (two experts per Batch of students) deputed by the First Party for AAP.
37. The Second Party shall offer and conduct the Degree only at the agreed Centre. Offering the Degree in additional Centres is not permitted by the First Party unless a written agreement is signed between the Parties.
38. 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:

39. The First Party would 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.
40. The First Party will train and make the staff of the Second Party conversant with teaching Logistics Courses.
41. The Second Party shall depute its faculty members for participation in all training programmes 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.

Caution Deposit:

42. The Second Party agrees to make an interest-free & refundable Caution Deposit of Rs.150,000 (Rupees One Lakh Fifty Thousand only) launched in collaboration with the First Party.
43. The Second Party agrees to make the payment of Caution Deposit on the date of signing the MoA by online transfer or Demand Draft in favour of 'Logistics Sector Skill Council' payable at Chennai.
44. The interest-free caution deposit would be refunded by the First Party when the MoA is cancelled/terminated by either Party.



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SECOND PARTY

Collaboration Fee:

45. The Second Party agrees to make payment of the Collaboration Fee before the last working day of August every year through LSC Web Portal in a single instalment for offering the apprenticeship-based BBA Degree Programme in Logistics to the First Party at the rates mentioned in the Table given in this Clause.

No.	Fee	Year I	Year II	Year III	Total
1	Collaboration Fee per admitted Student	10,000	10,000	10,000	30,000
2	Apprenticeship Facilitation Fee for two spells per admitted student	-	-	5,000	5,000
3	Composite Insurance Policy Premium per admitted student (Approximate)	-	-	2,500	2,500
	Total per admitted student				37,500

46. Taxes as per the prevailing Laws, Rules and Regulations are applicable.

47. The rates of Collaboration Fee mentioned in the previous clause are applicable for students admitted in the Academic Year 2023-24. The First Party reserves its right to revise the rates for future Batches of students in the light of any escalation in the cost incurred for the process.

48. The Second Party shall enable each student in the Collaborative Programmes subscribes to a composite Insurance Policy to cover Mediclaim, Personal Accident, and Workman Compensation during the Apprenticeship Period, costing an Insurance Premium of about Rs.2,500 (as of the date of signing the MoA; likely to be revised in future as per the norms of IRDA).

49. The Second Party shall ensure payment by each student in the Collaborative Programmes to the First Party a nominal fee of Rs.2,500 (Rupees Two Thousand and Five Hundred only) per each spell of Apprenticeship, as detailed in Clause 46 for Apprenticeship Registration, Facilitation, Assessment, and Certification at the beginning of Apprenticeship Selection Process. The First Party reserves its right to revise this fee in the light of any escalation in the cost incurred for the process.

Term of MoA:

50. The Agreement shall be valid for Five years, that is the term required for completion of the three-year UG programme by three consecutive batches of students admitted from the Academic Year 2023-24.

51. The validity of the Agreement shall be extended for a further period/batches on mutual consent between both Parties.


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Termination:

52. The MoA would stand cancelled if the Degree/s for which the MoA has been signed, has/have not been launched/implemented in the Academic Year mentioned in Clause 1 above. However, an extension can be considered after reasonable justification, treated to be under exceptional conditions.
53. The Agreement might be revoked by either Party if the term/s of this MoA is/are violated by either Party.
54. In the unlikely event of termination of MoA after the Degree has been launched/implemented, students pursuing the Degree in the Second Party where the Agreement is revoked will be allotted by the First Party to other Collaborating Institutions.

Force Majeure:

55. Force Majeure would include natural and unavoidable catastrophe that interrupts the expected Course of events.
56. 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.
57. 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:

58. The Parties to the 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.
59. 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 one month from the notification by one Party to the other of existence of such dispute, then the Arbitration shall be



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governed by a Committee of Experts constituted with equal membership for both Parties moderated by the Adviser of Logistics Sector Skill Council.

60. 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. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof.

61. The Arbitration proceedings will be held at Chennai.

Course Materials:

62. Online Course Materials comprising Script, Video Lectures, Additional Reading Materials, Discussion Forum, and Self-assessment questions on all Domain Courses are customised for apprenticeship-based degrees in Logistics, developed and copyrighted by the First Party for the exclusive reference of students pursuing apprenticeship-based degrees in Logistics and faculty members.

63. The Second Party may make constructive suggestions to improve the Course Materials so as to make them contemporary and useful to the students.

64. The Second Party shall not download and use or share the copyrighted Course Materials developed by the First Party with inputs from the Second Party for any other purpose.



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SECOND PARTY

Effective Date of Agreement:

65. This Agreement shall be with effect from the date of signing this Agreement.

In WITNESS WHEREOF the Parties hereto have executed this Agreement
as of the 19th day of July 2023 hereinabove written.

Signed by the authorised signatory of the 1st Party

Sign:



Name: RAVIKANTH YAMARTHY

Designation: Chief Executive Officer

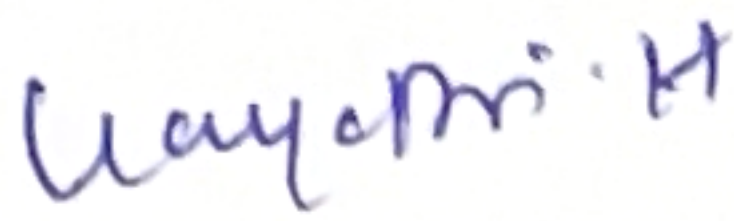
Address:

Logistics Sector Skill Council
Khivraj Complex - 7th Floor, No. 480A, Anna Salai,
Nandanam, Chennai – 600035



Witness 1

Sign:



Name: Dr. Gayathri Harish

Designation: Head, Skilling in Schools & Academia
Linkages

Organisation: Logistics Sector Skill Council

Address: Khivraj Complex - 7th Floor, No. 480A,
Anna Salai, Nandanam, Chennai – 600035

Signed by the authorised signatory of the 2nd Party

Sign:



Name: Dr. Ch. RAJALINGAM

Designation: Principal

Address:

Andhra Vidyalaya College of Arts, Science and
Commerce, Gagan Mahal Road, Domalguda,
Himayatnagar, Hyderabad - 500029, Telangana

Seal

Witness 2

Sign:



Name: Dr. K. Resheta Reddy

Designation: HoD, BBA

Organisation: AV College of Arts, Science &
Commerce

Address: Gagan Mahal Road, Domalguda,
Himayatnagar, Hyderabad - 500029



FIRST PARTY

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A. V. COLLEGE OF
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Gaganmahal, Hyd-29, T.S.

SECOND PARTY

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

No.	Programme	Campus	Intake Capacity	Commencement Year
1	Apprenticeship-based BBA Degree Programme in Logistics	Andhra Vidyalaya College of Arts, Science and Commerce, Gagan Mahal Road, Domalguda, Himayatnagar, Hyderabad - 500029, Telangana	60 or the capacity sanctioned by the University to which the Institution is attached / affiliated with, whichever is lower.	2023-24



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SECOND PARTY