



MEMORANDUM OF UNDERSTANDING

BETWEEN

PARAM SKILL TRAINING (I) PVT LTD

AND

**Late. Venkatesh Mahajan Senior College, Osmanabad
TQ. Osmanabad, Dist. Osmanabad**

FOR PROVIDING PLACEMENT OPPORTUNITIES

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as “the MOU”) is made and entered into on this Day of December, 2022 (hereinafter referred to as “Effective Date”)

BY AND BETWEEN

“Param Skills Training India Pvt Ltd” having its office at Lilason’s Charitable Trust Building, Opp. Walking Plaza, Shilp Nagar RTO - Railway Station Road, Aurangabad 431005, Maharashtra. (Hereinafter referred to as “Company” which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successor in office and permitted assigns) of the FIRST PART

AND

Late. Venkatesh Mahajan Senior College, Osmanabad, an Educational Institute Accreditations under the provisions of the Babasaheb Ambedkar Marathwada University Maharashtra and amendments made thereto from time to time and having its registered at TQ. Osmanabad, Dist. Osmanabad, Maharashtra. (Hereinafter referred to as “**Educational Institute (Beneficiary)**”) which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors and permitted assigns) of the SECOND PART.

The Company and Educational Institute are hereinafter jointly referred to as “Parties” and individually as “Party”.

WHEREAS the Param Skills Training India Pvt Ltd is facilitating and providing employment and self-employment guidance for the youth to enhance their incomes. The Param Skills Training India Pvt Ltd brings together around 58 lakh job aspirants and employer database of more than 98,000 public and private establishments.

Job fairs are regularly conducted since 2010 by Param Skills Training India Pvt Ltd. Param Skills Training India Pvt Ltd brings job seeker and employers on one platform which results in getting on the spot employment to the job seeker and also getting suitable manpower to the employers. This scheme is applicable in all the Districts of Maharashtra.

Employment Promotion Programme (EPP) by the State of Maharashtra is a scheme to provide on-the job training to candidates for up gradation of skill & experience in private sector for experienced as well as un-experienced candidates. Employment Promotion Programme (EPP) aims to enhance skills of the youth and make them employable as per the market requirement. EPP is a stipendiary scheme.

OBJECTIVE: The purpose of signing this MOU is to **Facilitate Placement of Youth of Maharashtra** in various jobs through various modes / schemes of the State of Government like



job fairs, campus interviews, interviews at Industry campus or any other suitable method of placing the youth of Maharashtra in the State of Maharashtra or outside Maharashtra with the help of Company.

NOW THEREFORE IN CONSIDERATION OF the premises and the mutual covenants set forth herein, the Parties hereto covenant and agree as follows:

1. Scope of Work

- 1.1 To provide job opportunities to job seekers with the active participation of employers in the job fairs or other initiatives of the Param Skills Training India Pvt Ltd.
- 1.2 To provide access to employers to a pool of job seekers who can be hired in their organizations.
- 1.3 To facilitate and scale-up of the placement programme across the State of Maharashtra.
- 1.4 To provide placements and self-employment opportunities to the youth of Maharashtra from different streams.

2. Term and Termination

- 2.1 This MOU shall commence from the Effective Date and shall remain valid for a period from **01st January, 2023 to 31st December, 2023** and thereafter, it may be renewed with mutual consent of the Parties in writing either wholly or partially.
- 2.2 Either Party may terminate this MOU for breach of any terms and conditions of this MOU by giving 30 (thirty) days' prior written notice of its intent to terminate this MOU to the other Party, except that Party will be obligated to perform its outstanding obligations hereunder up to the date of termination.

3. Roles and responsibilities of the Param Skills Training India Pvt Ltd

- 3.1 To identify and provide one SPOC (single point of contact) for the programme to provide all support, coordination, approvals, authorisations and permissions necessary for the achieving the objective of the MOU.
- 3.2 To enable "**Late. Venkatesh Mahajan Senior College, Osmanabad**" to be enrolled Jobseeker's on the <https://paramjobsindia.com> portal of the Param Skills Training India Pvt Ltd.
- 3.3 To facilitate and organise job fairs, campus interviews, interviews at District Skill Development, Employment & Entrepreneurship Guidance Centres at District level, interviews at employer/industry campus or any other suitable method for providing the placement to the jobseekers as per the requirement of industry demand.
- 3.4 To facilitate mobilisation of jobseekers for placement activity as per the requirement of industry.
- 3.5 To facilitate "Param Skills Training India Pvt Ltd" to engage with key resources of the State of Maharashtra, Divisional or District level to get their inputs regarding implementation of placement activity.
- 3.6 To facilitate access to the existing data of candidates registered on <https://paramjobsindia.com> portal.



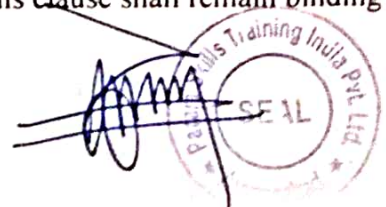
- 3.7 Both Parties shall enter into a Non-Disclosure Agreement for protecting data shared as per clause 3.6 before sharing of data.
- 3.8 To facilitate “Late. Venkatesh Mahajan Senior College,Osmanabad” to enrol Jobseekers on the <https://paramjobsindia.com> portal.
- 3.9 To facilitate “Param Skills Training India Pvt Ltd” to work with all Late. Venkatesh Mahajan Senior College,Osmanabad and utilize their premises and infrastructure to enrol the Jobseekers on the <https://paramjobsindia.com> portal and conduct operations for placement of Jobseekers like campus interview, small job fairs etc.
- 3.10 Each Party shall offer all the services **without any fees to the other Party** to facilitate the placement of Jobseekers.

4. Roles and responsibilities of “Late. Venkatesh Mahajan Senior College,Osmanabad”

- 4.1 To identify and provide one SPOC (single point of contact) for the placement activity to provide all support, coordination, approvals, authorisations and permissions necessary for the implementation of the placement activity.
- 4.2 **Mobilization** – Commissionerate shall mobilize candidates however “Late. Venkatesh Mahajan Senior College,Osmanabad” may help in the process of mobilisation for identification of suitable / eligible candidates.
- 4.3 **Employer Linkage** - May work directly with the local employers as well as strategic partners.
- 4.4 The “Param Skills Training India Pvt Ltd” shall notify vacancies on <https://paramjobsindia.com> portal to Late. Venkatesh Mahajan Senior College,Osmanabad.
- 4.5 **Jobs** - The Company will work towards ensuring the placement of **minimum 2000 (Two Thousand)** Jobseekers in various job roles from formal and informal sectors during the specified period of this MoU and update the placement data on the <https://paramjobsindia.com> portal accordingly.
- 4.6 The “Param Skills Training India Pvt Ltd” shall work with all Late. Venkatesh Mahajan Senior College,Osmanabad. and utilize their premises and infrastructure to enrol the Jobseekers on the <https://paramjobsindia.com> portal and conduct operations for placement of Jobseekers like campus interview, small job fairs etc.
- 4.7 To work with the Param Skills Training India Pvt Ltd to develop a roadmap for scale-up of placement activity primarily or may help the Commissionerate to provide self-employment for the youth.
- 4.8 To report the progress of the achievement of the objective to the SPOC appointed by the Param Skills Training India Pvt Ltd in a format to be mutually decided by both Parties on a monthly basis.
- 4.9 Each Party shall offer all the services **without any fees to the other Party** to facilitate the placement of Jobseekers.

Non-Financial MOU:

5. Both Parties agree not to raise any request for consideration regarding performance of objective of this MOU.
6. **Confidentiality:** Each Party agree to hold in confidence all information/data designated as confidential, which is obtained/disclosed from the disclosing Party and will not disclose the same to any third party without written consent of the other Party. The confidentiality obligations of both Parties contained in this clause shall remain binding on



them during the term and for a period of one (1) year after completion or termination of this MOU, regardless of the cause of such termination. Each Party shall understand to observe the confidentiality and secrecy of documents, information and other data received from or given to the other Party during the period of the implementation of this MOU or any other arrangements made pursuant thereto.

7. **Intellectual Property Rights:** Each Party shall retain exclusive interest in and ownership of its Intellectual Property developed before this MOU or developed outside the scope of this MOU. The protection of intellectual property rights shall be enforced in conformity with the laws, rules and regulations in force from time to time.

Each Party may use trademark of the other Party for the purposes of this MOU with the prior written approval of other Party.

Both Parties agree to immediately return all data including documents, information, reports and summaries whether written or oral, in electronic or hard copies, provided by one Party to the other Party after completion or termination of the MOU.

8. Governing Law and Jurisdiction:

This Agreement is to be construed, performed and enforced in accordance with the laws of India with exclusive jurisdiction of the Courts of Mumbai, India.

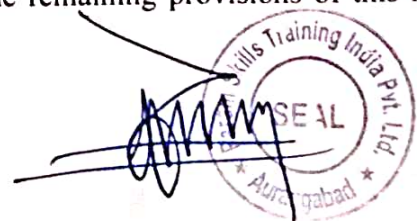
9. Miscellaneous:

9.1 **Relationship between the Parties:** Nothing in this MOU shall be construed to make either Party a partner, an agent or legal representative of the other for any purpose.

9.2 **Notice:** The Parties may, by written notice to the other Party, designate additional or different person as Point of contact but the Parties expect to have only one person at a time designated as the person with overall responsibility for all activities undertaken pursuant to this MOU.

<p>For, Param Skills Training India Pvt Ltd Name: Parmeshwar Santram Rajbinde Designation: Director Address: Lilasons Charitable Trust Building, Opp. Walking Plaza, Shilp Nagar RTO - Railway Station Road, Aurangabad 431005</p>	<p>For, Late. Venkatesh Mahajan Senior College,Osmanabad Name: _____ Designation: PRINCIPAL Venkatesh Mahajan Sr.College Osmanabad Address: TQ.Osmanabad,Dist. Osmanabad</p>
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9.3 **Severance:** Any provision of this MOU which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Accordingly, this MOU shall be construed as if such portion had not been inserted and the remaining provisions of this MOU shall remain in full force and effect.



9.4 **Force Majeure:** No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this MOU is prevented, restricted, delayed or interfered with, due to circumstances beyond the reasonable control of such Party, including but not limited to, Government legislations, fires, storms, floods, explosions, epidemics, earthquakes, pandemics, accidents, acts of God, any other natural calamities, wars, riots, strikes, lockouts or other concerted acts of workmen, acts of Government. The Party claiming an event of force majeure shall promptly notify the other Party in writing and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the event and also keep the other Party informed of any further developments. The Party so affected shall use its best efforts to remove the cause of non-performance and the Party shall resume performance as soon as such cause is removed.

9.5 **Waiver:** Except as otherwise provided in this MOU, failure on the part of either Party to exercise any right hereunder or to insist upon strict compliance by the other Party with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such right, term, covenant or condition.

9.6 **Amendments:** No Party shall be bound by any modification or amendment of this MOU unless such modification or amendment is set forth in a written instrument signed by both the Parties.

9.7 **No Assignment:** Neither of the Party to this MOU will assign the MOU to any third party without prior written consent of other Party.

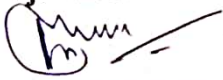
9.8 **Further Acts and Assurances:** Each Party agrees to execute and deliver all such further instruments and to do and perform all such further acts and things, as shall be necessary and required to carry out the provision of this MOU and to consummate the transactions contemplated herein.

9.9 The Parties hereby agree that they are not bound exclusively by this MOU and shall be at liberty to enter into any separate agreement or arrangement with any third party without reference to the other Party. However, each Party will disclose similar agreement or arrangement if entered or done with third party.

9.10 **Entire MOU:** This MOU constitutes the entire MOU between the Parties with respect to the subject matter hereof as of the date hereof and supersedes all prior oral and written discussions and understandings between them with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be executed by their respective authorized representatives on the day, month and year first above written.

For and on behalf of the "Late. Venkatesh Mahajan Senior College, Osmanabad"


Authorized Signatory
Name: Venkatesh Mahajan Sr. College
Designation: Osmanabad
Contact No

For and on behalf of the "Param Skills Training India Pvt Ltd"


Authorized Signatory
Name: Parmeshwar Santaram Rajbinde
Designation: Director
Contact No : 7588089689.

