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#### MEMORANDUM OF AGREEMENT

"Establishment and Management of Pre – recruitment Competitive Exam Coaching Centre for providing coaching to educated unemployed youth in Sarbati Debi Women's College, Rajgangpur"

This agreement is made and entered into on 20<sup>th</sup> day of June 2022 by and between the Chief Executive, Niyatee Foundation, an agency registered under India Trust Act, 1881 having its registered office MIG-M-11/8, Panchasakha Nagar, Khandagiri, Bhubaneswar, Odisha, Pin -751019, duly represented by Ms. Itishree Panda, is the Implementing Agency (hereinafter referred to as "Niyatee Foundation" which expression shall unless repugnant to the meaning or context thereof be deemed to include its successors and permitted assigns) of the **FIRST PARTY**.

AND

Principal Of Sarbati Devi Women's College, Rajgangpur, Sundargarh, having office at Rajgangpur, At/PO/District – Sundargarh, Pin-770017(herein to Principal of Sarbati Devi Women's College which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the **SECOND PARTY**.

For Niyatee Foundation

*Itishree Panda*  
Chief Executive

*Principal*  
Principal 20/06/22  
S.D. Women's College  
Rajgangpur, Sundargarh.

No 45086

22/7/2021



Niyati Foundation  
Chamraj N.K. Panda.

Panchasakhenagar, Dumduma,  
BBSR.

22/7/2021

NIRANJAN NANDI  
STAMP VENDOR  
BHUBANESWAR COURT  
REGD. 30.3/92  
IC 140-8

2.02

SIGNATURE OF PURCHASER

## WHEREAS

Niyatee Foundation has been the implementing the "Establishment and Management of Pre – recruitment Competitive Exam Coaching Centre for providing coaching to educated unemployed youth in Sarbati Devi Women's College, Rajgangpur".

## WHEREAS:

## NOW

- A. The Chief Executive, Niyatee Foundation, At Mig-M-11/8, Panchasakha Nagar, Khandagiri, Bhubaneswar, Pin -751019, Odisha, with support from District Mineral Foundation, Sundargarh, represents that it had the required professional skills, had also agreed to establish and manage coaching center in the premise of Sarbati Devi Women's College on the terms and conditions as set forth in the Agreement for the work;
- B. Sarbati Devi Women's College, on acceptance of the aforesaid interest for "Establishment and Management of Pre – recruitment Competitive Exam Coaching Centre for providing coaching to educated unemployed youth in Sarbati Devi Women's College" has agreed for the implementation of the work in their premise, as per the Terms and Conditions of the Agreement.
- C. The Principal Agency referred in the agreement suggests District Mineral Foundation, Sundargarh; Agency referred in the agreement suggests the implementing Agency, i.e., Niyatee Foundation and the College referred in the agreement suggests to Sarbati Devi Women's College, Rajgangpur.

NOW THE PARTIES MUTUALLY AGREE UPON VARIOUS TERMS AND CONDITIONS, AS FOLLOWS:

### 1. BACKGROUND AND NEED FOR PRE – RECRUITMENT COMPETITIVE EXAM COACHING CENTRE

Competitive exams are gateways for aspiring youths to enter and become a part of the much-coveted Government service. Today, there are several competitive exams held in Government/public sectors like Banking, Staff Selection Commission, Insurance, Railways etc. for entry level jobs. However, most find it difficult to make headway because of lack of guidance, academic coaching. The conventional schooling system in India in preparing youth for these competitive exams is not sufficient to bridge the gap. Thus, it becomes inevitable for aspiring youth to seek professional coaching assistance to succeed in these exams.

In this scenario, youth from rural and tribal areas especially from directly mining affected areas face manifold disadvantages in accessing quality and professional support vis-à-vis their peers across the

For Niyatee Foundation

  
Chief Executive

  
Principal  
S.D. Women's College  
Rajgangpur, Sundargarh.

country. One of the possible solutions to address this challenge is for Government to directly intervene and provide/facilitate coaching for educated students from mining affected areas. One of the high priority activities of District Mineral Foundation is generation of employment opportunities through training and skill development. In this regard, the proposed activity i.e. "Establishment and Management of Pre – recruitment Competitive Exam Coaching Centre for providing coaching to educated unemployed youth in Colleges across Sundargarh District under Niyatee Foundation & District Mineral Foundation" will transform a student into academically proficient, mentally robust individuals, vibrant with energy and confidence to face challenges for preparation of competitive exams and more specifically helps to get a job in labour market. Sponsoring those students will not only create employment but also reduce the financial burden of Households of the mining affected areas by availing job opportunities. Considering the lack of similar facility in the District (Private/Govt.), It has been planned to establish a Competitive Exam Coaching Centre in the colleges across Sundargarh district under Niyatee Foundation & DMF through Public Private Partnership (PPP) mode.

## 2. WHOLESOME PROJECT REVIEW:

### **Objective of the project:**

The coaching centers will be established at Sarbati Devi Women's College, Rajgangpur of the district Sundargarh which aims to target the youths who are pursuing the final year of +3 courses and shall be between the age group of 17-21 years for various competitive exams to get Government jobs.

- To provide coaching facilities along with their academic course to the aspiring candidates of Sundargarh District.
- To provide quality coaching based on current exam pattern.
- Undertake monthly mock tests to make the candidates familiar with the exam pattern and better time management with accuracy during exams.
- Counseling of students, personality development, motivation and success sharing by leaders.

### **Project Description:**

The competitive exam coaching Centre shall cater to the needs of youth who are aspiring to clear the following exams for jobs in Government Sector /Public Sector Undertakings.

1. Staff Selection Commission (Clerical)
2. Banking services (Clerical/Specialist officers/PO)/
3. Railway Recruitment Board
4. Army/Air Force/Naval, State Police & Para Military Forces
5. Insurance (Clerk/Officers)

For Niyatee Foundation

  
Chief Executive

  
Principal 20/06/20  
S.D. Women's College  
Rajgangpur, Sundargarh.

### Batch Size:

One batch size shall be 100 nos. of students, i.e., 50 students each (appropriation allowed) divided in to two classes. Next batch will start after successful completion of the preceding one. No. of student may increase or decrease depending upon the requirement, for which recommendations and approval shall be taken from the principal of the college.

### Project Duration:

The initial period of the contracts will be for a period of 2 years, which may be extended for a further period of 2 years on satisfactory performance, as determined by, as well as per approval of the Collector-cum-District Magistrate.

### Scope of Work & Responsibility of Coaching Centre:

#### I. Infrastructure Support:

1. Required adequate infrastructure support for smooth management of the Coaching Centre as specified below:

- Office Room – 1 Nos. (Minimum 250 Sq ft.)
- Class Room – 2 Nos. (Minimum 350 Sq ft. each)
- Library Room – 1 Nos. (Minimum 600 Sqft.)
- Toilet / Bath Room (Separately for Boys & Girls).

These should include the following basic amenities:

- Total seating capacity for 100 students (50 girls and 50 boys) in two classes with study table and chair.
- Classroom should have adequate space to accommodate 50 students at a time along with proper ventilation and lighting and power back-up.
- Centre shall have minimum teaching equipment/ tools like white board, markers/chalks, LCD Projectors or any other audio-visual aid.
- Centre shall have a library and provide study material to the incumbents.
- Centre shall have adequate toilets facilities, separate for girls and boys.
- Centre shall have portable drinking water facilities.
- Keeping ID card based bio-metric (face reader) attendance of Students.
- Minimum fire safety measures shall be taken in coaching center.

#### II. Educational Service Support:

The following measures shall be taken for the successful and optimum goal accomplishment:

1. The center shall act as a coaching cum counseling and personally improvement hub for the competitive exams. Additionally, the agency will also bring onboard renowned speakers/motivators/successful candidates for conducting special sessions.
2. The coaching shall cover modules/subjects as per the concerned exam standards / patterns.

For Niyatee Foundation

  
Chief Executive

  
Principal  
S.D. Women's College  
Rajgangpur, Sundargarh.

3. The agency shall provide latest/updated study material to the students along with practice book.
4. The agency shall keep adequate nos. of relevant books and journals in the library for ready reference of Students.
5. The agency shall deploy experienced and trained personnel to impart quality coaching.
6. The agency shall maintain a data base of the candidates' enrolled (including ID card-based attendance) and shall submit the same periodically (Batch – wise) to the Principal Agency for monitoring purpose. The implementing agency shall also maintain the attendance (biometric) of personnel deployed in the coaching center.
7. The agency shall provide information about the exam dates and pattern of the competitive exams as mentioned above to the aspirants and shall ensure to apply the same by inmates.
8. The agency shall undertake monthly / periodical mock tests for the candidates enrolled in order to create a sense of real time exam environment.
9. The agency shall guide and counsel the candidates enrolled regarding competitive examinations and conduct personality improvement group discussion sessions.
10. The agency shall take up any other related work as directed by the Principal Agency from time to time.
11. The agency shall ensure post training support to all trainees for applying to various recruitment agencies and make them able to seat in the competitive exams.
12. The agency is responsible for quality coaching and retention of all the batch inmates till completion of coaching.
13. The agency shall analyze the progress of the students during the coaching period and takes necessary steps for enhancement of their performances to succeed in the forthcoming exams.
14. Any other aspects as decided by the Principal Agency for improvement of coaching quality and outcome.

### Project Coverage:

The competitive exam coaching will be rolled out in the premise of Degree Colleges in the district, namely, Sarbati Devi Women's College in Rajgangpur Block of the District.

### Course Duration:

The course duration will be for one year for one batch. The agency shall design the class / subject schedule in such a way that the syllabus should be completely covered within the prescribed time limit and there will be sufficient time for practice and doubt clearance classes. However, a tentative Course schedule is given hereunder for reference, which may vary as per exam pattern.

For Niyatee Foundation

  
Chief Executive

  
Principal  
S.D. Women's College  
Rajgangpur, Sundargarh.  
20/06/22

Sr. No	Name of Module	Approximate Course Duration (in Hours) *
1	Quantitative Aptitude	135
2	Reasoning	135
3	English	135
4	General Studies and Current Affairs	135
5	Computer	30
6	Mock Test (Offline and Online)	On Sundays
7	Soft Skill & Personality Development	30
<b>Tentative Total Duration Per Batch</b>		<b>600 hours</b>

### TEAM STRUCTURE:

All the team members shall be appointed after the prior discussion with the principal of Sarbati Devi Women's college. The needed team structure shall be as follows:

Center Manager cum Counselor	1	Shall be responsible for the conduction of all the activities at centre as per permission granted by the college authority.
Faculties	5	Shall be responsible for the classroom teaching and learning of the courses.
Project Assistant cum Accountant	1	Shall be responsible for the Records and database maintenance and management.
Multi Purpose Workers	2	Shall work as helping hands to the management.

For Niyatee Foundation

*Shilpa Jaiswal*  
Chief Executive

*Principal*  
20/06/22  
S.D. Women's College  
Raigangpur, Sundargarh.

## TERMS & CONDITIONS

The terms and conditions mentioned in the Memorandum of Understanding (MoU) will supersede the conditions mentioned in the Proposal for the purpose, which goes as follows:

1. The primary data of the students shall be provided by the colleges for the screening and enrollment of the students.
2. Screening and enrollment of the students shall be done with prior intimation/ approval of the principal/ any higher authority of the college and all staffs of the colleges shall be equally involved in the process of screening and enrollment of the students.
3. Selection of list of Top 100 students shall be done with prior approval of the principal/ any higher authority of the college and the final list of enrolled students shall be shared with the college.
4. Weekly, monthly and quarterly monitoring of the training shall be done by the college authorities and staffs, in coordination with the monitoring team of the agency and the Training Progress Report to be submitted to the Principal.
5. The student's progress report shall be submitted to the colleges to track the timely progress of the students during the course and post the completion of the training.
6. The student's attendance shall be shared with the college authorities.
7. Study Kits to be provide to students with prior intimation to the principal/ any higher authority of the college.
8. Any other kind of events or activities shall be organized in the college with the prior intimation/ approval of the principal/ any higher authority of the college.
9. Any issues regarding the training and any required validations for the training shall be resolved/ consented by the college for ensuring smooth conduct of the training.

## **OBLIGATIONS**

- Both parties shall comply with all statutory obligations as may be applicable and amended from time to time and to obtain relevant permissions from the concerned Government departments under the applicable laws. The parties shall ensure that the relevant policies and guidelines of applicable statutes are implemented, such as The Sexual Harassment at Workplace (Prevention, Prohibition and redressal) Act, 2013.
- Any claim/liabilities arising on account of lapses with regard to above mentioned obligations will be borne by the both parties.

### **Termination:**

- Either party may terminate this MoU upon giving 30 days' written notice to the other party.

### **Confidentiality:**

For Niyatee Foundation

  
Chief Executive

  
Principal 20/06/22  
S.D. Women's College  
Raigangpur, Sundargarh.



- The parties shall maintain the confidentiality of all information obtained during the course of this partnership.

#### Dispute Resolution:

- In the event of any dispute arising out of or in connection with this MoU, the parties shall use their best efforts to resolve the dispute amicably. If the dispute cannot be resolved amicably, it shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996.

#### Governing Law:

- This MoU shall be governed by and construed in accordance with the laws of India.

#### Amendments:

- This MoU may be amended or modified only in writing by mutual agreement of the parties.

#### Responsibilities:

- Niyatee Foundation shall provide the necessary teaching staff and study materials for the coaching center as per discussion with the principal of the college.
- The College shall provide the necessary facilities and support for the implementation of the coaching center.
- The parties shall collaborate to monitor and evaluate the progress of the students.

#### Amendment of the terms in the MOU:

Niyatee Foundation and College Administration can proceed amendments in the MOU after prior consultation to each-other.

#### Governing law and jurisdiction

This MOU will in all respects be governed by the laws of India and any dispute arising between the Parties will be submitted to the exclusive jurisdiction of Courts of Sundargarh.

#### Force majeure

- The parties shall take all necessary steps to protect the project, mitigate the risks and restrict the damages caused due to natural disasters. However, the Parties will not be liable to each other for failure or delay in the performance of any of its obligations under this MOU for the time and to the extent that such failure or delay is caused by riots, civil commotion, wars, hostilities between nations, government laws, orders, regulations, embargos, action by the government(s) or any agency thereof, act of God, storms, strikes, explosions, or other similar

For Niyatee Foundation

*Asterhase Pand*  
Chief Executive

*[Signature]*  
Principal 29/08/22

S.D. Women's College  
Rajgangpur, Sundargarh.

categories, beyond the reasonable control of the respective parties to this Agreement. This will not include failure/delay/damages due to frost, fire, wild/domestic animals and sabotage.

- In the unfortunate case of mortality of plantation or other unavoidable damages caused due to natural disasters, a committee will be set up by combined efforts of the Agency and the Collegeto duly verify the mortality/damages, identify the cause, fix responsibility, and decide on the further course of action.

### Anti-corruption

- The Parties agree and acknowledge that throughout the duration of this MOU, the parties will not directly or indirectly, whether in the public or the private sector, regardless where the services are rendered (i) offer, promise or give a bribe to anyone or demand for or take a bribe from anyone, (ii) utilize other techniques, such as subcontracts, purchase orders or consulting agreements to channel any payments or other payments, funds or anything of value to Government, public or political party officials or to employees, managers or directors or other individuals with a conflict of interest with either of the Parties, the customer or any other party involved in the Project, or to their relatives, family members or business associates, with the intention to reward, influence or induce the referred employee, manager, director or other individual to use his or her influence to assist in obtaining or retaining business or securing any improper advantage, (iii) undertake any action that could constitute money laundering or extortion, and/or (iv) violate any applicable laws prohibiting bribery, money laundering and extortion and comply with all requirement of any applicable global conventions in this regard.
- In the event that either party is wholly or in part, prevented from or hindered in carrying out or observing any of the terms or conditions of this MOU for any cause set forth hereinabove, such party will give written notice to the other party by the most expeditious means as soon as possible after the occurrence of the cause relied on, given full particulars of the reason for such prevention or hindrances, and the party will in good faith consult each other and take necessary measures for the resolution of the affairs so prevented or hindered.

### Independent parties

All the parties hereby agree that this MoU shall not in any way constitute or be presumed to constitute a partnership, Joint venture, or joint enterprise in any way or for any purpose between the Parties hereto or make them in any way liable as partners of or as agents for one another. No Party has the authority to act for or to assume any obligation or responsibility on behalf of the other Party.

### DECLARATION:

The agency is fully responsible for all acts and omissions of its personnel and for the health, safety and security of such persons.

For Niyatee Foundation

  
Chief Executive

  
Principal 28/06/22  
S.D. Women's College  
Rajgangpur, Sundargarh.

## SEAL OF PARTIES:

In witness whereof the Parties hereto have signed this MoU on the day, month and Year mentioned herein before.

SIGNED, SEALED AND DELIVERED in the presence of:

FOR AND ON BEHALF OF	FOR AND ON BEHALF OF
<p>NIYATEE FOUNDATION, For Niyatee Foundation</p>	<p>Sarbati Devi Women's College, Raigarppur. College Details</p>
<p>Seal &amp; Signature <i>[Signature]</i> Chief Executive</p>	<p><i>[Signature]</i> Principal S.D. Women's College Raigarppur, Sundargarh.</p>
<p>WITNESSES:</p>	<p>(Signing Authority)</p>
<p>1. Binapani Satapathy Bhubaneswar, Ph - 8280249813</p>	<p>Name:</p>
<p>2. Sunapati Samantha Bhubaneswar, Ph - 8249986855</p>	<p>Designation:</p>
	<p>Seal &amp; Signature</p>
	<p>WITNESSES:</p>
	<p>1. <i>[Signature]</i> S.K. Panigrahi</p>
	<p>2. Puspala Garani P.E.T S.D. Women's College Raigarppur</p>