

Whereas

The First Party, with the objective of creating manpower with 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 is desirous of launching apprenticeship-based BBA Degree Programme in Logistics, or / and apprenticeship-based BMS Degree Programme from the Academic Year 2020-21 in collaboration with LSC.

Therefore, this agreement is entered into between the First Party and the Second Party for a term of 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 2020-21.

THE PARTIES AGREE AS FOLLOWS:

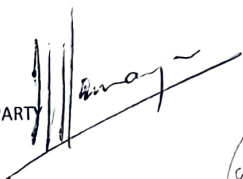
Purpose:

1. The objective of this Agreement is to launch and efficiently conduct apprenticeship-based BBA Degree Programme in Logistics, or / and apprenticeship-based BMS Degree Programme, as mentioned in Appendix A (hereinafter referred as 'Degree') from the Academic Year 2020-21 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;
8. Source apprenticeship assignment in all Even-Semesters of BBA Degree, and in Fifth & Sixth Semesters of BMS Degree to all registered students studying in the Second Party;
9. Ensure all student-apprentice of the Second Party get monthly stipend during the apprenticeship period as per the provisions of Apprentices Act, 1961;
10. Continuously Assess the performance of students in Apprenticeship, share the assessment results with the Second Party, and issue Apprenticeship Completion Certificate to students of Second Party who successfully complete the Apprenticeship;

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11. Offer appropriate number of Allied Courses, deliver them online, assess, and issue Completion Certificates;
12. Ensure all registered students of the Degree in the Second Party, on their successful completion of the Degree, are placed at a level commensurate their capability in Logistics Sector;
13. Make available to the Second Party a Regional Panel of Experts for teaching and assessment;
14. Make Annual Assessment of Academic Process (AAAP) of the Degree in the Second Party, and facilitate it to continuously improve the process with the objective of graduating industry-relevant manpower;
15. Perform such other duties as may be mutually agreed with the Second Party.
16. The First Party commits that the Excess of Income over Expenditure under this Project, if any, would be used to strengthen education & training processes in Logistics Sector.

Obligations of the Second Party:

17. The Second Party shall take appropriate steps to get the Degree approved by various academic bodies like Board of Studies, Academic Council, and University to which it is affiliated/attached with.
18. The Second Party and/or the University to which it is affiliated/attached with may modify the Model Regulations and Curriculum, which would be shared after signing MoU by the First Party, wherever necessary to suit the local requirements without altering the basic structure and focus of the programme.
19. The Second Party and/or the University to which it is affiliated/attached with may modify the suggested evaluation/assessment criteria (as given in the Model Curriculum) wherever necessary to suit its norms, standards, and practices.
20. The Second Party shall take a nominee of LSC, and two nominees from industry as Members of the Board of Studies pertaining to the Apprenticeship-based UG Degree Programme in Logistics. These nominees shall be invited to participate in the meetings of Board of Studies whenever convened.
21. The Second Party shall make available the necessary classrooms, faculty, library, and laboratory resources for the efficient conduct of the Degree.
22. The Second Party shall make available a Smart Class Room with specifications mentioned in Appendix B for online interactive lectures arranged by the First Party for the benefit of students pursuing the Degree, and the faculty.
23. The Second Party shall make admission of permitted number of students 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.

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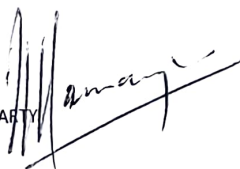
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24. The Second Party may take necessary steps to create visibility for the Degree in the region where it operates, and facilitate admission of passionate students to the extent of sanctioned intake capacity within the last date of admission.
25. The Second Party shall ensure admission of quality students who are willing to take up Apprenticeship Training as embedded in the Curriculum.
26. 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.
27. The Second Party shall accept that only one Apprenticeship Assignment per each spell of Apprenticeship shall be sourced by the First Party for each student.
28. The Second Party shall ensure development of students to make them worthy for both Apprenticeship Placement and Final Placement, in terms of vertical knowledge & soft skills.
29. The Second Party shall ensure 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.
30. The Second Party shall nominate Faculty Mentor to each student to mainly motivate and guide them to overcome attitudinal, and other issues faced by student during Apprenticeship Assignment. The Second Party, through the Faculty Mentors shall monitor attendance and performance of its students and keep the First Party, without any loss of time, informed of any abnormality.
31. The Second Party shall arrange for Guest Lectures by industry Experts once in every fortnight during each teaching Semesters. The First Party can facilitate, if required by the Second Party, engagement of relevant Subject Matter Experts on separate terms and conditions given in Appendix C.
32. The Second Party shall arrange for one Industry Visit for the students pursuing the Degree in each of the teaching Semesters.
33. The Second Party shall collect programme fee from students as per its norms or the norms of the University to which it is affiliated/attached with. 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 only). 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.
34. 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.

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35. The Second Party shall periodically provide to the First Party all necessary data/information about the conduct of the Degree through LSC Portal.
36. The Second Party shall take up the Annual Assessment of Academic Process (AAP) assisted by the First Party to continuously improve the process with the objective of graduating industry-relevant manpower.
37. 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.
38. The Second Party shall offer and conduct the Degree only at the agreed Centre. However, if the Second Party prefers, the First Party can facilitate conduct of the Degree in industry facilities - subject to availability – on separate terms & conditions. Offering the Degree in additional Centres is not permitted by the First Party, unless a written agreement is signed between the Parties.
39. 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 MoU, who will interact / communicate with the First Party on a regular basis on matters relevant to the conduct of the Degree, provision of required information / data to the First Party, and for all aspects of the MoU.

Faculty Training:

40. 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.
41. The training shall be conducted in batches of 30 each. The First Party will train and make the staff of the Second Party conversant with teaching Logistics Courses.
42. 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.


FIRST PARTY



Term of MoU:

51. 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 2020-21.
52. Validity of agreement shall be extended for further period/batches on mutual consent between both Parties.

Termination:

53. The MoU would stand cancelled if the Degree/s, for which the MoU has been signed, has/have not been launched / implemented in the Academic Year mentioned in Clause 1 above.
54. The agreement might be revoked by either Party, if the term/s of this MoU is / are violated by either Party.
55. In the unlikely event of termination of MoU 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 functioning in the same region.

Force Majeure:

56. Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.
57. Both Parties shall not be liable for penalty, liquidated damages or for default, if and to the extent that, its delay in performance or other failure to perform their obligations under the agreement is the result of an event of Force Majeure.
58. 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:

59. The Parties to the MoU 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.
60. 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 governed by the Chairman of Logistics Sector Skill Council.

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61. 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.

62. The Arbitration proceedings will be held at Chennai.

Effective Date of Agreement:

63. 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 5th day of June, 2020 herein above written.

Signed by the authorised signatory of the 1st Party

Sign:

Name: Capt. T.S. RAMANUJAM

Designation: Chief Executive Officer

Address:

Logistics Sector Skill Council
'Temple Towers'
Anna Salai, Nandanam
Chennai – 600035, Tamilnadu



Signed by the authorised signatory of the 2nd Party

Sign:

Name: Prof. LALIT ADHIKARI,

Designation: Registrar

Address:

Rai University, SH 144, Saroda,
Dholka Taluka, Ahmedabad – 382260,
Gujarat



Witness 1

Sign:

Name: Prof. Gayathri Harish

Designation: Consultant, Academic Linkages

Organisation: Logistics Sector Skill Council

Address: Nandanam, Chennai - 600035

Witness 2

Sign:

Name: Prof. Veerendra Singh Nagoria

Designation: Deputy Registrar - Academics

Organisation: Rai University

Address: SH144, Saroda, Ahmedabad – 382260

