



INDIA NON JUDICIAL  
Government of Uttar Pradesh

(20)  
DHIT SINGH  
ACC CODE: UP14638904  
ADD: CHAURASI KHAMBA, KUT  
PRAYAGRAJ MCG. - 94500-4337  
TEHSIL & DISTRICT: PRAYAGRAJ

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Certificate No.	: IN-UP25910248023805V
Certificate Issued Date	: 05-Jun-2023 09:58 AM
Account Reference	: NEWIMPACC (SV)/ up14638904/ PRAYAGRAJ SADAR/ UP-AHD
Unique Doc. Reference	: SUBIN-UPUP1463890446700175155620V
Purchased by	: VINAY KUMAR REGISTRAR
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: VINAY KUMAR REGISTRAR
Second Party	: M O U
Stamp Duty Paid By	: VINAY KUMAR REGISTRAR
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

**AGREEMENT**

Date of Agreement: .....

Place of Agreement: .....

Date of Effectiveness: .....

**For**

Implementing the Uttar Pradesh Skill Development Programme with a target of training the youth of Uttar Pradesh and imparting Vocational Skill Development Training for the gainful employment of the candidates.

THIS AGREEMENT has been made and agreed upon between the parties mentioned below, signed on the day of the month of the year as mentioned above.

**Between**

The Uttar Pradesh Skill Development Society(UPSDS) also christened as Uttar Pradesh Skill Development Mission (UPSDM) represented though its authorized signatory, its successors and assign hereinafter called as First Party.

**And**

..... As Government Training Partner (GTP) represented through ..... which expression shall unless repugnant to the context thereof shall mean and include its successors, heirs, assigns, representative of the Second party.

WHEREAS Uttar Pradesh Skill Development Mission (UPSDM) Uttar Pradesh Skill Development Mission (UPSDM) has been established in 2013 with a view to meeting skill training requirements of the youth in industry oriented trades under a holistic framework following integrated approach. In order to achieve the above objective, the UPSDM aims to engage private training providers for imparting short term skill development training to the eligible candidates under different schemes as per the directives of the UPSDM, Govt. of India and the Govt. of Uttar Pradesh.

1. The authenticity of a document would be verified at every stage from origin to using e-Stamp Mobile App of Stock Holding Corporation of India Limited.

2. The onus of checking the legitimacy is on the users of the certificate.

3. In case of any discrepancy please inform the Competent Authority.

*[Handwritten Signature]*  
राजीव कुमार राव  
सहायक निदेशक  
उपरो कौशल विकास विभाग  
Prayagraj

*[Handwritten Signature]*  
Vinay Kumar  
Registrar  
Tandon Open University  
Prayagraj



The Training will be financed under following Government sponsored schemes:

1. State Skill Development Fund (SSDF)
2. Special Central Assistance to Scheduled Castes Sub-Plan (SCA to SCSP)
3. Building and Other Construction Workers' Welfare (BoCW)
4. Pradhan Mantri Kaushal Vikas Yojana (PMKVY) (State Component)

The above list is only indicative and may undergo alterations, from time to time, depending upon the prevailing situation at the given point of time.

And whereas the **Government Training Partner (GTP)** has been empaneled for imparting training on the instruction of the Uttar Pradesh Skill Development Society for the period ending 31 March, 2023 subject to fulfillment of the terms and conditions of this Agreement, and for this the GTP has submitted a Performance Bank Guarantee as per provisions detailed under General Conditions of Contract (**Article-1**) appended herewith.

NOW THIS AGREEMENT is made between the parties hereto for imparting employment oriented successful training to the youth of Uttar Pradesh on the terms, conditions and stipulations as set forth hereunder:

That the contract shall come into force and effect on the date (the effective date) of signing of the agreement.

The GTP shall employ qualified and experienced Personnel. The Trainer shall have taken TOT from the respective Skill Sector Council or any other authorized bodies. A Trainer-trainee ratio of 1:27 should essentially be maintained at the training center.

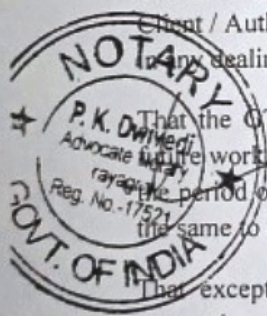
The GTP shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology, safe and effective equipment, machinery, materials and methods.

The GTP shall always act, in respect of any matter relating to this Contract or to the Services to the Client / Authority, and shall at all-time support and safeguard the Client / Authority's legitimate interests in any dealings with Third Parties.

That the GTP shall hold the Client / Authority's interests paramount, without any consideration for their own work, and strictly avoid conflict of interest with other assignments or their own interests. If during the period of this contract, a conflict of interest arises for any reasons, the GTP shall promptly disclose the same to the Client / Authority and seek its instructions.

That except with the prior written consent of the Client / Authority, the GTP and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract, nor shall the GTP and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

That the GTP shall periodically permit during the continuation of this contract and further up to five years from expiration or termination of this Contract, the Client / Authority or its designated representative, to inspect the accounts and records and make copies thereof as well as to have them audited by auditors appointed by the Client / Authority if so required by the Client / Authority itself or as the case may be.



राजीव कुमार  
सहायक निदेशक  
5030 कौशल विकास

(Vijay Kumar)  
Registrar  
U.P. Rajarshi Tandon Open University  
Prayagraj



The GTP would be responsible for candidate mobilization, training, placement and post placement tracking under the overall supervision of Client / Authority.

The GTP shall not receive any income in connection with the engagement except as provided for in the Agreement unless specifically authorized by the Client/ Authority. The GTP shall not engage in training activities that conflict with the interest of the Client / Authority under the Agreement.

The GTP shall not take any fees from the candidates under any pretext for the training being conducted under the UP Skill Development Programme. Training material designed / prepared by the respective Sector Skill Council or the authorized agencies shall be used for the training purpose.

The GTP shall not try to influence the third party assessment in any way whatsoever, and shall duly inform the Client in advance in case an assigned Assessor had a prior beneficial relationship with the GTP.

The GTP shall not subcontract the conduct of training.

The GTP shall not operate the training centers via a franchisee arrangement.

The Client/ Authority shall regularly monitor and yearly evaluate the GTP Performance twice in a year first in December and again in March of the concerned financial year.

The Client/ Authority shall monitor program performance as per the envisaged monitoring & evaluation framework. The entire task of Programme Monitoring and Evaluation shall be completed through an online Management Information System (MIS) that has been designed, developed and deployed by the Client / Authority.

The Client/ Authority shall Disburse the payment after all due verifications have been done for the submitted invoices. The Payment due on the part of the Client/Authority shall be made on the basis of the procedure prescribed for payment of training fee and incentive in accordance with the payment term.

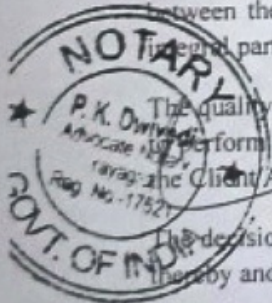
The Client / Authority may also sanction an order against the GTP, including declaring the GTP ineligible, either indefinitely or for a stated period of time, if it at any time it is determined that the GTP has, directly or through an agent, engaged in corrupt, fraudulent, restrictive or coercive practices in competing for, or in executing, an Client / Authority-financed contract.

The Client/Authority can modify terms and conditions of this Contract subject to mutual agreement between the Parties any time during the currency of the agreement and same would be treated as an integral part of the agreement.

The quality of performance related to the service is the essence of the contract and in the event of failure to perform as per the term and condition of the contract and to the satisfaction of the Client/Authority; the Client/Authority shall be free to take suitable decision including termination of the agreement.

The decision of the arbitrator shall be final and binding upon both parties and the parties agree to bound thereby and act accordingly. The Arbitration proceedings shall be held in Lucknow, Uttar Pradesh.

The general conditions of the contract, the Articles and the Annexure attached to this agreement shall be read and construed as forming part of the agreement and the parties hereto respectively abide by and submit themselves to the condition and perform the agreement on their parts respectively.



IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

*(Signature)*  
Registrar  
U.P. Rajarshi Tandon Open University



Signed by:

HMC सजीव कुमार यादव  
सहायक निदेशक  
कौशल विकास मिसन

For and on behalf of  
 [U.P. Skill Development Society]  
 [Authorized Signatory]

Signed by:

[Signature]  
 (Vinay Kumar)  
 Registrar  
 U.P. Rajarshi Tandon Open University  
 Prayagraj  
 [Government Training Partner]  
 [Authorized Representative]

(Witnesses)

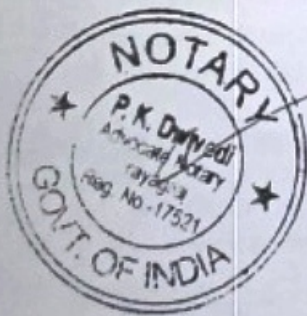
(Witnesses)

(i) \_\_\_\_\_

(i) [Signature] (D.P. Singh)

(ii) \_\_\_\_\_

(ii) [Signature] (Prof. J.P. Yadav)



The Document has been presented before  
 me on 06/06/2023  
 The executants are identified by  
 Sn. [Signature]  
 who have accepted the contents  
 Avedance this document is attested

[Signature]  
 IDENTIFIED BY  
 ADVOCATE PRAYAGRAJ

P. K. Dwivedi  
 NOTARY  
 Govt. of India

06/06/23