



# Aksharekha Swanirvar Prashikshan Kendra

(Institute of Skill Training)

Mobile : 6297660092

Under AKSHAREKHA TRUST [IV-1106-00053/20180] E-mail: aksharekhaswanirva@gmail.com

## Training Partner Agreement

This Training Partner Agreement (herein after referred to as "Agreement") is entered into on this 29<sup>th</sup> day of April 2022 between;

Aksharekha, a Charitable Trust registered under Indian Income Tax Act having its registered office at Jaynagar, Durgachak, Haldia, Purba Medinipur, West Bengal, 721635 (here in after referred to as "Aksharekha/Trust" (IV-1106-00053/20180).

And

Vivekananda Mission Mahavidyalaya, having its College in Chaitatanyapur,  
P.O. :- Sutahata, Dist:- Purba Medinipur, Pin:- 721645.

### WHEREAS;

- Partner was contracted by the Trust to do Partnership to do mobilization of 30 candidates per batch in the field of Auto Mechanic on Mahindra Finance Project
- The Trust after a thorough consideration of the profile and expertise of the Partner and also taking into consideration its requirement of expertise in the above field is desirous of engaging the Partner.
- Trust hereby engages with the Partner to work together on Mahindra Finance-Auto Mechanic Training Program subject to such terms and conditions stated hereunder.

Now this Agreement witnessed as follows;

### 1. DURATION OF THE AGREEMENT

This Agreement shall come into force on 29<sup>th</sup> April, 2022 and shall be valid till  
31<sup>st</sup> March 2023.



Momina Bili

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## 2. DUTIES AND OBLIGATIONS

### **Duties and obligations of Trust :-**

- To Provide Branding and Content.
- The details of the students will be confidential.
- The property of college allotted to them will be maintained properly and handed back to college as it is.
- The safety and security of the girl students will also be vested on the Trust along with the college.
- The certificate will state that “VMM students have successfully completed 115 hours of training.”
- At the end of the course, students will be given two certificates, one with the logo of the Mahindra Finance and the other with the logo of the College & Aksharekha.
- Failure to comply with the above points may result in termination of the contract.

### **Duties and obligations of Partner : -**

- To take end to end responsibility in executing the Training.
- Partner should make all arrangements for the training, physical atmosphere, basic amenities like toilet and drinking water facility.
- Candidate Mobilization as per Norms.
- Training of Candidates and provide necessary infrastructure and manpower.
- Ensure to 80% attendance against mobilized candidates.
- To maintain student's records.

## 3. FINANCIALS: -

In consideration of the above services to be rendered by Partner, the Trust shall pay to Partner@ of Rs. 1000/- per candidate for total of 30 candidates totaling to Rs. 30,000/- inclusive of all the applicable taxes.

### **Payment Milestones**

- 50% of the total amount to be paid on 15 days after starting the class.
- 50% of the total amount to be paid on certification.

Any advance amount, paid during training, shall be adjusted against dropped out/Failed Candidates while processing final payout.

The said amount shall be remitted to the Partner's Bank A/C by way of NEFT.



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## 4. GENERAL TERMS OF AGREEMENT:

### I. Confidentiality

Partner shall not disclose to any third party any information contained in the Agreement or any information concerning the business or communicate, in any manner, either during or after the expiry of this Agreement the proprietary information about the other party, its operations, clientele or any other proprietary information that relate to the business of the Trust including, but not limited to, the names of its customers, its marketing strategies, operations, or any other information of any kind which would be deemed confidential, a trade secret, a customer list, or other form of proprietary information of Trust. The Partner understands that any breach of this provision shall be material breach of this Agreement.

### II. Non - Delegation of Responsibility

The Parties shall not, without the prior written consent of the other Party, assign, change or otherwise transfer, delegate or share any provision of this Agreement to any third party whatsoever. In case Partner does not comply to the same, Aksharekha shall be entitled to cancel this Agreement without any notice and withhold the payment to be made to Partner.

### III. Adherence to the guidelines

- A. Partner shall adhere to all norms and guidelines issued by the regulatory bodies/ Aksharekha. Partner shall perform the Services in accordance with the Agreement and the Applicable Laws and shall take all practicable steps to ensure compliance with the Applicable Law.
- B. Partner shall not directly or indirectly interact, contact, communicate or approach Aksharekha clients/other regulatory bodies for any of the matters or issues related to this Agreement. It can only contact or interact with Aksharekha and only Aksharekha shall interact with the above-mentioned authorities/bodies.

### IV. Exclusivity

For the duration of this Agreement and any subsequent Agreement executed for the same or similar purpose, the Partner must not work or do any of the activity in the premises given to Aksharekha with other Companies or any other competitive entities and shall not work as an employee, officer, director, partner, consultant, agent, owner or in any other capacity in any competition with Aksharekha. This means that the Partner must not work or do any of the activity (in the premises given to Aksharekha) with other Companies such as Aksharekha clients/other regulatory bodies and with any other competitive entities which are reasonably related thereto in which Aksharekha or any of its affiliates are engaged.



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## V. Liability for Damages

Neither Party shall be liable to the other Party for any incidental, special or consequential damages arising out of performance under this Agreement.

## VI. Audit and Inspection

- Partner shall allow free access to any Aksharekha employees for conduct of business, inspection, Audit, Report writing or any other purpose. Any violation of this would lead to a breach of agreement and Aksharekha shall have right to terminate this Agreement without any notice to Partner.

## VII. Manpower & Manpower Training

Trainer and other manpower will be on Partners pay roll, however subject to approval of Aksharekha only.

## VIII. Nature of the Contractual Relationship

The relationship hereby established between the Parties is solely that of independent contractors. This Agreement shall not be interpreted as the creation of an agency, partnership, joint venture or employer/employee relationship.

## IX. Governing Law and Arbitration

This Agreement shall be governed by and in accordance with Arbitration and Conciliation Act, 1996 of India as in force or as amended from time to time. The courts of Bangalore shall have exclusive and sole jurisdiction over any disputes, differences or questions arising out of or in connection with or relation to the terms of this Agreement. The Arbitration proceedings shall be conducted and recorded in English by a single Arbitrator, mutually appointed by both the Parties in accordance with the said rules. The decision of such Arbitrator shall be written, reasoned, final, binding and conclusive on the Parties and judgment thereon may be entered in any court having jurisdiction over the Parties and the subject matter hereof. Arbitration expenses shall be shared equally between the Parties.

## X. Modification of Agreement

Any modification of this agreement or additional obligation assumed about this agreement shall be binding only if Partner provides communication with regard to such change to Aksharekha.



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## XI. Severability and Amendment Clause

If any provision of this Agreement is held invalid, in whole or in part, such invalidity will not affect the remainder of such provision or the remaining provisions of this Agreement.

## XII. Amendment

No amendment or change hercof or addition hereto shall be effective or binding upon any of the Parties hereto unless the same is reduced in writing with specific reference to this Agreement and executed by the Parties hereto.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first abovementioned.

**For Aksharekha Foundation.**



**Monima Bibi**  
Trustee

*Monima Bibi*

**For Vivekananda Mission Mahavidyalaya.**

*MS*

Name DR. MANABENDRA SAHU

Designation: Principal

Principal

Vivekananda Mission Mahavidyalaya

In Witness of: - P.O.-Chaitanyapur, Purba Medinipur, W.B.

1. Soumya Saha  
29/4/22

2. Amrita Banerjee  
29/4/22

