

Contract Agreement

This Agreement (hereinafter to be referred as 'Contract Agreement') is made on 12th Day of February 2021 by and between the Central University of Jammu, a statutory body established under Central Universities Act, 2009 (Act no. 25 of 2009) read with Central Universities (Amendment) Act, 2009 (Act no. 38 of 2009) acting through its Chairman-cum-Administrator Project on Employability Training under Capacity Building and Skilling Initiatives, as nominated by the Vice Chancellor, Central University of Jammu, having headquarters at Rahya-Suchani (Bagla), District Samba, Jammu, J&K-181143, (hereinafter referred to as the Party of the 1st Part) which expression shall unless excluded by or repugnant to the context be deemed to include its successors-in-interest and assigns.

AND

The Govt. Maulana Azad Memorial Post Graduate College, Tehsil: Jammu, District: Jammu, UT of J&K, through its Principal, Prof. Sunil Uppal (hereinafter, referred as the Party of second part), which expression shall unless excluded by or repugnant to the context be deemed to include its successors-in-interest and assigns, representatives or any other person/s as has been authorized by the Government of Union Territory of Jammu & Kashmir.

Whereas, the Central University of Jammu (CUJ) in collaboration with the Department of Higher Education, J&K Government has initiated a joint venture to provide training courses to the eligible and interested candidates/students to form next generation as industry ready students. The primary objective of CUJ is to offer innovative, responsive and high quality educational opportunities to Undergraduate and Post Graduate level students. CUJ is running more than 50 programmes including vocational and skill based programmes. These programmes started by the CUJ to enable the students to seek admission into emerging field of specializations offering challenging job opportunities and career prospects.

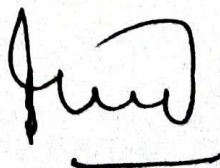
Whereas with the training of students the CUJ is extended the scope of Student Skill Development, Entrepreneurship Development, Youth Empowerment, Industry Institute Interaction, Digital Empowerment to provide holistic service to every stakeholder of the education ecosystem in developing the next generation of talent pool in India to make them industry ready employees, innovators, entrepreneurs and leaders.

Central University of Jammu, (CUJ) Rahya-Suchani (Bagla) Samba, Jammu, hereby agrees to enter into this Agreement with The Government Maulana Azad Memorial Post Graduate College, Jammu as per the terms and conditions set out hereunder;

NOW THIS CONTRACT AGREEMENT WITNESSETH AS UNDER:

1. Scope of the Contract Agreement:

Central University of Jammu, (CUJ) Rahya-Suchani (Bagla) Samba, Jammu, hereby agrees and intended to provide training programs to 30 number of undergraduate students, in



प्रो. देवानन्द/Prof. Devanand
अध्यक्ष सह प्रशासक/Chairman-cum-Administrator
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following course/s, in order to enhance competence based training courses in collaboration with the party of the 2nd part: the detail of course(s) are as under: .

1. Soft Skills and Personality Development

The detail of course with break-up are as under:-

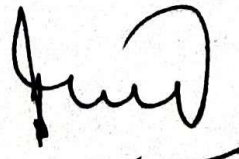
| S.No | Name of Course | No. of Hours | Total Charges (Including fee, etc and GST) | No. of Students | Total Amount (Rs) |
|------|---|--------------|--|-----------------|-------------------|
| 1 | Soft Skills and Personality Development | 200 Hrs | 20000 per candidate | 30 | 600000 |

2. Role of Central University Jammu:

- 2.1 After getting requisition from the Principal Government Maulana Azad Memorial Post Graduate College, Jammu i.e. party of the 2nd part, the CUJ/the party of 1st party shall get the students enrolled against the courses opted for.
- 2.2 Shall provide the certification to all the students on successful completion of the training.
- 2.3 The party of the 1st part shall be responsible for evaluation and certification of learners. The 1st Party will provide Certification to successful candidates of Course(s) on Soft Skills and Personality Development.
- 2.4 The first party will conduct the training on mutually agreeable terms and conditions as set-forth in the present agreement.
- 2.5. Total training duration is inclusive of internship/assessment and direct teaching in blended mode to be conducted by 1st Party.
- 2.6 The party of the 1st part shall facilitate lateral entry of NSQF Level 4 certified students who intend to pursue NSQF Level 5 applicable in case of such courses where 1st Party is offering courses in relevant trades, for such candidates lateral entry fee as applicable will be charged by the CUJ for admission to NSQF Level 4 course.

3. Role of the College:

- 3.1 The second party will release a Course fee as indicated above in favour of 1st Party for conduct of training on Soft Skills and Personality Development.
- 3.2 The payment will be released by the College i.e. party of the 2nd Part to Central University of Jammu i.e. the party of 1st Part through e-transfer in single installment or 80% of the course fee covering registration, partial operational cost, examination/certification after completion of 80% of training and rest 20% will be released after a centralized Job fair will be arranged for successful candidates.
- 3.3 Shall provide the feedback of Trainers/Resource Persons to 1st Party during the course of the program/session. The party of the 2nd part shall nominate its Coordinator for smooth conduct of training program.


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- 3.4 The party of the 2nd party shall provide the infrastructure, fixtures for the conduct of classes in blended mode in the College.
- 3.5 The party of the 2nd part will mobilize minimum batch size of 30 students for conduct of training program.
- 3.6 The 2nd Party will ensure attendance of the participants/students and maintain the attendance record on daily basis. The same shall be provided to the Central University of Jammu i.e party of 1st Part periodically.
- 3.7 The proposed capacity-building programme shall comprise classroom sessions and self-study sessions to be conducted in blended mode (Online/Offline).
- 3.8 The party of the 2nd part shall be responsible for making necessary arrangements for conduct of the course following COVID-19 protocol as per SOPs issued by GOI/UT of J&K from time to time

4. Validity of Contract Agreement:

- 4.1 The validity of this agreement would be 3 years from the date of execution of present agreement. The contract agreement may be renewed on mutually agreed terms and conditions between the parties.
- 4.2 The parties shall have right to terminate the present agreement, if any party does not comply with its obligations under this agreement by issuing 30 days prior notice.

5. Indemnity

Both, Central University of Jammu, (CUJ) Rahya-Suchani (Bagla) Samba, Jammu, and Govt. Maulana Azad Memorial Post Graduate College, Jammu agrees to hold harmless and indemnify from and against all action, demands proceedings, prosecutions, claims or causes of action whatsoever, including (but not limited to) attorneys fees and other costs arising out of:

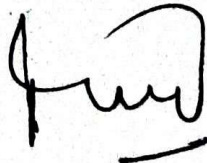
- (i) Any breach of this agreement by either of the two parties
- (ii) Any negligence on the part of either of the two parties

6. Notices

All notices regarding this agreement shall be by personal delivery or by certified or registered mail, postage prepaid, at the addresses as either of them may so provide by notice given to the other in the same manner.

7. Governing Law:

This contract agreement is made under and shall be governed by and construed under the law of Union Territory of Jammu & Kashmir, under the jurisdiction of the Courts at Jammu.



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8. Arbitration

In the event of any claim, controversy, dispute or difference between the parties, arising out of or in connection with or in relation to this agreement, either party will be entitled to refer the same to arbitration in accordance with the rules of Arbitration and Conciliation Act 1996.

There shall be three arbitrators, one to be appointed by the CUJ, the other to be appointed by Government Maulana Azad Memorial Post Graduate College, Jammu and third to be appointed by the two arbitrators appointed by the parties. The award of the arbitrators shall be final and binding on the parties. The Arbitration proceedings shall be held at Jammu.

In witness whereof, the parties have put their signatures on the day and year mentioned above.

Prof. Devanand
Chairman-cum-Administrator
अध्यक्ष एवं प्रशासक / Chairman-cum-Administrator
राज्यगारपरक प्रशिक्षण पर डीएचई परियोजना
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Principal

Principal
Govt. M.A.M. College
JAMMU

Nominated Officer, Central University of Jammu
Rahya-Suchani (Bagla), Samba-181143

Witness

Name : Udit Mahajan

Designation : System Analyst

Department : C.U.J.

Representative: Govt. Maulana Azad Memorial
Post Graduate College, Jammu Opposite Dr.B.R
Ambedkar Road University of Jammu.180006

Witness:

Name : Bharti Slathia

Designation : Asstt Prof.

Department: Govt. MAM College, Jammu.



Details of Courses/Certification and Fee Details .

- I) Beauty and Wellness-Hair Styling-6 months/NSQF Level 4 (Fee: Rs 30240)
- II) Beauty and Wellness-Skin Care Services-6 months/NSQF Level 4 (Fee: Rs 30240)
- III) Beauty and Wellness-Make up-6 months/NSQF Level 4 (Fee: Rs 30240)
- IV) Retail Management-6 months/NSQF Level 4 (Fee: Rs 30240)
- V) Tourism Management-6 months/NSQF Level 4 (Fee: Rs 30240)
- VI) Banking and Financial Services-6 months/NSQF Level 4 (Fee: Rs 30240)
- VII) Marketing Management-6 months/NSQF Level 4 (Fee: Rs 30240)
- VIII) Digital Marketing-150 Hours (Fee: Rs 20000)
- IX) Salesforce Business Administration Specialist (150 Hours) (Fee: Rs 20000)-for NSQF Level 4 Certification (Fee: Rs 30240)
- X) Yoga and Naturopathy-6 months/NSQF Level 4 (Fee: Rs 30240)
- XI) Entrepreneurship and Small Business Management (200-250 Hours)- (Fee: Rs 20000)
- ~~XII) Soft Skills and Personality Development (200 -250 Hours)- (Fee: Rs 20000)~~

The above list can be expanded to include other disciplines after discussing the modalities by both the parties.

Basket of Program(s) offered

- I) Beauty and Wellness-Hair Styling
- II) Beauty and Wellness-Skin Care Services
- III) Beauty and Wellness-Make up
- IV) Retail Management
- V) Tourism Management
- VI) Banking and Finance Services
- VII) Marketing Management
- VIII) Digital Marketing
- IX) Salesforce Business Administration Specialist
- X) Yoga and Naturopathy
- XI) Entrepreneurship and Small Business Management
- XII) Soft Skills and Personality Development

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