# Date: 25/06/2018

***LORD BUDDHA EDUCATIONAL AND WELFARE TRUST***

# Memorandum of Understanding for State Master Coordinator/Zonal Master Coordinator Between

*This Agreement has been signed by authorized signatory of* ***Lord Buddha Educational and Welfare Trust****, having its head office at M-11 , Opp. Azad Park , Gol Market , Mahanagar , Lucknow -226006 (Uttar Pradesh)*

*and* ***M/s***

***Address***

*(mention as Secondparty) also called* ***State Master Office/Zonal Master Office Coordinator.***

# WHERES :

1. *The First Party,* ***LORD BUDDHA EDUCATIONAL AND WELFARE TRUST*** *govt. registered certified growing org. which stared in multiple missions to provide technical Consulting services in social activities , coaching & Training and other skill development services to fulfill the needs of its clients in all over India.*
2. ***LORD BUDDHA EDUCATIONAL AND WELFARE TRUST*** *is implementing the different* ***Rural & Urban areas*** *for making employable to the unemployed through its clients.*
3. *its has been concern of the both parties to implement of the program of the Indian Society for expanding their business.*
4. *The* ***second party*** *submitted its, proposal for the taking project for implement the self employment program for the areas of the (****Address of Second Party)****of the* ***(District), (state)****and the first party agreed in the proposal of the second party and both parties agreed on the terms & conditions as set fourth in this MOU and in pursuance, thereof, the parties have agreed to enter in to this agreement.*
5. *Second party will work in* ***(address of second party)*** *as a State master office/Zonal Master office Coordinator.*
6. *Second party can open or distribute the training centre of below mentioned programs on behalf of first party with below mentioned norm. If second party distribute such training centre, called* ***Third Party*** *or* ***Training Centre***

### The detail terms and conditions for Authorized Study Centre (SECOND PARTY) are as:

1. ***Responsibilities of First Party:***
	1. *First party will provide the training of all projects run by the organization at head office or training can be implement in telephonic / seminar / workshop / form if required.*
	2. *First Party will provide the advertisement material time to time whenever the new scheme or project will be introduced in soft copy or hard copy, anything or in any form depend on availability.*
	3. *First party will bear expenses to run advertisement campaign to generate business lead for the second party.*
	4. *First party will help to provide business lead to the second party.*
	5. *First party will provide minimum 100-200 business lead of clients in a year to the second party.*
	6. *First party will help the second party for recruitment of staff/faculty and other human resources.*
	7. *First party will provide the detailed proposal email to the second party to invite the application from the clients.*
	8. *First party will process the application came from third party for the authorization process/affiliation process.*
	9. *First party will guide the second party about advertisement, branding and business support, if required.*
	10. *First party will provide the format, procedure, training for submit the follow up reports time to time from second party to first party.*
	11. *First party will provide information about all channels/procedure to joining of third party in a different projects/schemes.*
	12. *First party will pay the royalty/commission/sharing according to below mentioned financial terms to the second party.*

### Responsibilities of Second Party (State Master Office/Zonal Master Office Coordinator):

* 1. *SECOND PARTY will ensure to check for the training centre about comfortable learning environment including well-furnished study room,laboratory, library, drinking water, facilities for boys & girls, and other essential basicinfrastructure facilities. The Authorized Study Centre should be located in safe and secure place.*
	2. *SECOND PARTY would make sure to check the availability of equipment in*

excellent working condition to thestudents with updated version of software of training centre.

* 1. *SECOND PARTY will ensure to check and inspect the qualified / trained faculty for the students. Appropriate teachingmethodologies will be used in the theory and practical classes at Training Centre.*
	2. *SECOND PARTY would make sure to check and inspect about that training centre will arrange & use all legal software at Authorized Study Centre. All legal matters arisingout of non-compliance of these issues will be at risk of SECOND PARTY.*
	3. *SECOND PARTY will make all payments pertaining to proper operation of the centre like rent of thepremises, salary of staff, electricity and water bills, and such other expenses will be borne by SECOND PARTY itself and will not be forwarded to LORD BUDDHA EDUCATIONAL AND WELFARE TRUST in any case.*
	4. *SECOND PARTY shall maintain all the administrative (like- Staff Appointment Letter, Attendance Register,Leave file, List of Schools and colleges in the area, Registration certificate, Board of the organization / proprietors , Bye Laws, etc.), programmatic (like – List of the courses, List of students, time table batch wise, Students assessment sheets, lab. register, etc.) and financialrecords (Books of accounts: Cash book, ledger, bill and vouchers file, ITR, audited statementsand reports, etc.). Such records would be presented for inspection by appropriate authority of LORD BUDDHA EDUCATIONAL AND WELFARE TRUST on request.*
	5. *SECOND PARTY shall display the information / flex in front of the office and Authorized Training Centre which has provided by LORD BUDDHA EDUCATIONAL AND WELFARE TRUST.*
	6. *SECOND PARTY will appoint a person for communication with students/clients and LORD BUDDHA EDUCATIONAL AND WELFARE TRUST HO. He/she will beresponsible to update the programs on regular basis, or as and when required by students/clients/ LORD BUDDHA EDUCATIONAL AND WELFARE TRUST HO.*
	7. *SECOND PARTY will ensure to check and inspect the quality and brand of LORD BUDDHA EDUCATIONAL AND WELFARE TRUST in the field of computer education*

/Vocational Training Programs or other educational courses at your centre.

* 1. *Depending upon the managerial and technical capacity of the SECOND PARTY, LORD BUDDHA EDUCATIONAL AND WELFARE TRUST HO can ask toimplement other projects through SECOND PARTY in the area. Similarly, LORD BUDDHA EDUCATIONAL AND WELFARE TRUST may involve to SECOND PARTY for consultancy, marker research and other assignments in SECOND PARTY’s geographical area. However, in allsuch cases a separate detailed TOR will be signed in by both of the parties.*
	2. *LORD BUDDHA EDUCATIONAL AND WELFARE TRUST Centre is Non transferable. If the Director of SECOND PARTY decides to transfer it to some anotherperson*

/organization, he / she has to take permission from the authorized person at LORD

BUDDHA EDUCATIONAL AND WELFARE TRUST withtransfer fee,H.O. will have to be paid with a fresh agreement.

* 1. *In case of the relocate the SECOND PARTY within the city/town SECOND PARTY has to take prior permission from LORD BUDDHA EDUCATIONAL AND WELFARE TRUST HO. for the same.*
	2. *The LORD BUDDHA EDUCATIONAL AND WELFARE TRUST, H.O. retains the right of canceling the above agreement without any compensation to SECOND PARTY, even within the period of validity of this agreement, if the SECOND PARTY’s operation found not asper the clauses given in this agreement of incase of any financial misappropriation.*
	3. *Irregularity by the SECOND PARTY or due to any other cause which hinder the smooth operation of SECOND PARTY, LORD BUDDHA EDUCATIONAL AND WELFARE TRUST, H.O. has the right to transfer the candidates studying at your centre. In all such mattersthe decision of authorized person by LORD BUDDHA EDUCATIONAL AND WELFARE TRUST, will be final and binding.*
	4. *In case of Government project, or any other such coordinated programs, LORD BUDDHA EDUCATIONAL AND WELFARE TRUST takes sharing.The losses caused by the change in policy, government / board directives, all the responsibility will be taken care by training centre (third party). LORD BUDDHA EDUCATIONAL AND WELFARE TRUST willnot be responsible for any such changes and its affects.*
	5. *There should not be duplicity in affiliation with different agencies Second Party shall adhere on theagreement signed in by both of the parties and no other affiliation similar to this will be signedin by the SECOND PARTY during the validity period of agreement.*
	6. *SECOND PARTY will not be entitled to take loan or credit or any other liability in the name of LORD BUDDHA EDUCATIONAL AND WELFARE TRUST.*
	7. *The affiliation fees/franchise fees and annual fees once paid to LORD BUDDHA EDUCATIONAL AND WELFARE TRUST H.O. will be Non-Refundable.*
	8. *SECOND PARTYs liabilities will be borne by SECOND PARTY itself and not to be forwarded to LORD BUDDHA EDUCATIONAL AND WELFARE TRUST in any case.*
	9. *This agreement is valid for one current financial year only. It can be renewed with the mutual consentand after the payment of annual license fee of Rs. 2500/- (Two Thousand Five Hundred only)through DD in favor of Skill India Awareness & Placement Mission (LORD BUDDHA EDUCATIONAL AND WELFARE TRUST) or LORD BUDDHA EDUCATIONAL AND WELFARE TRUST payable at Allahabad.*
	10. *In case of all Government Projects Third Party (Training Centre) will liable for arrange all infrastructure and Investment. LORD BUDDHA EDUCATIONAL AND WELFARE TRUST will only liable for guidance of affiliation and operation. LORD*

BUDDHA EDUCATIONAL AND WELFARE TRUST will not be responsible for target allocation, changing in rules and policy of govt., or any other losses occurs.

* 1. *Any dispute would be occurred between the second party and third party or first party and third party, Second party will not responsible for them.*
	2. *Second Party can run the any of available project from first party but it is not compulsory to run the training centre itself. Second party can work as coordinator only.*

### Revenue Sharing / Financial Terms:

***Revenue / Funding Sharing Ratio of Second Party:***

(a) Govt. Associated Tender Based Projects (PMKVY/RPL/SEEKHO KAMAO/DDUGKY etc) SMF’s share mentioned below;

Processing Fee – 20%

Funding – 3-5% (Depend on the project)

(d) In case of NGO’s Consulting Fees & Processing Fees SMF will get Processing Fee - 5-15% of Fees collected from third party clients. Funding – 3-5% (Depend on the project)

**Note:**(a) Sharing Ratio in Govt. project could be changed according to changing of govt. policiesAny dispute arising out of above agreement would be settled only at the jurisdiction of Lucknow .

I accept and agree to the above condition given in clauses (A,B and C with all sub clauses) as above and any other text orannexure as part of this agreement. I also declare that I am authorized signatory of the SECOND PARTY, and mysignatures as given below are my true signature.

Signed on this day of Year2018

Name and Signature of the Authorized Study Centre Director

# (Authorized Signatory Second Party) With rubber Stamp

*Name :*

## Designation:

*Director First Party*

##  LORD BUDDHA EDUCATIONAL AND WELFARE TRUST