



महाराष्ट्र MAHARASHTRA

2021

BP 24542

मुद्रांक विक्री नोंदवारी अनु. क्रमांक 22288 दिनांक = 6 JAN 2022

दस्तावा प्रकार - अत्रिभर मुद्रांक शुल्क रक्कम 400/-

दस्ता नोंदणी करणार ओहित का? होय(Yes)/ नाही(No)

भिद्यकतीचे पोंडक्याल वर्णन -

मुद्रांक विकत घेणाऱ्यांचे नांव - अश्विनी डिव्या परिते युनिव्हर्सिटी

दस्ता पालकाचे नांव - आदिवासी विकास विभाग अ. अ. अ. अ.

हस्त असल्यास त्याचे नांव - मंगूळ जामखण्ड

Mayul

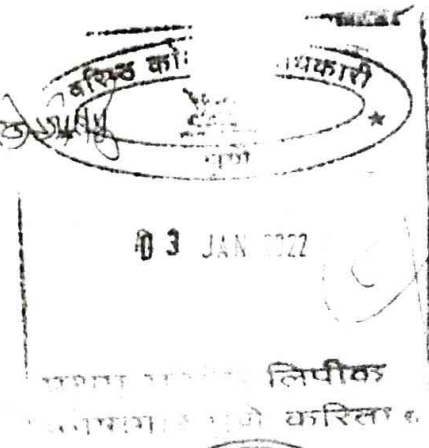
सिद्धि सं. मिश्रकर

जा. नं. MVL VIII-2201096

मुद्रांक विकत घेणाऱ्या हस्ते व्यक्तीची सही

दिनांक 31-32

या दस्तासाठी ज्याची मुद्रांक लेखी केला त्यांनी त्याच दस्तासाठी मुद्रांक घेणे केल्यापासून 6 महिन्यात वापरणे बंधनकारक आहे.



**Memorandum of Understanding (MOU)**

THIS AGREEMENT IS MADE and come into effect on this 18<sup>th</sup> day of January, 2022 between Tribal Research and Training Institute, Pune district, Pune City in the state of Maharashtra

**BETWEEN**

Tribal Research and Training Institute (Herein after referred as TRTI,) 28. Queens Garden, Near Circuit House, Pune, Maharashtra State, India, As the First Party of the One Part

**AND**

Ajeenkya DY Patil University, Pune having its head office at Dr. D.Y. PATIL INFRA FOUNDATION, Dr. D.Y. Patil Building MIG Colony Adarsh Nagar, Worli Mumbai - 400025, Maharashtra, India hereinafter referred to as "SECOND PARTY", (when expression shall mean and include, where the context so admits, its executors, administrators, successors, assignees and legal representatives), the PARTY OF THE SECOND PART

*(Handwritten signature)*



## Introduction:

First Party is the Tribal Research and Training Institute (TRTI), Pune is an Autonomous Institute of Tribal Development Department, Government of Maharashtra. TRTI has Invitation of Request for Proposal (RPF) for Providing Online Coaching on Android Mobile Tablet for Judicial Magistrate First Class (JMFC) Competitive Exams for 100 Scheduled Tribe Candidates

Second party is the AJEENKYA DY PATIL UNIVERSITY, PUNE has selected based on the selection criteria decided by TRTI as mentioned in the Bid Document.

## Party of the First Part:

Tribal Research and Training Institute under the aegis of Tribal Development Dept. Govt. of Maharashtra represented by Mr. Hansdhwaj Sonawane, Designation: Deputy Director Age: 48, Education: M.Sc and having office at 28 Queen's Garden, Pune- 400 001

## Party of the second part:

Ajeenkya DY Patil University, Pune hereinafter mentioned as party of second part is represented by Mr. Sambhaji Mohite, Associate Professor, Ajeenkya DY Patil University, age 58 years Education: B.A. LL.M. M.M.S and having registered office at Dr. D.Y. Patil Building MIG Colony Adarsh Nagar, Worli Mumbai -400025.

As per Work Order No. आसप्रस- २०२१/ स्वधांपरीक्षाकक्ष/ का-०४/ ३४८८ दिनांक २७.१२.२०२१ Tender ID: 2021\_TRTIP\_742562\_1 E- Tender No: TRTI/2021/JMFC/DESK-04/3143 dated 25/11/2021 It is decided to provide financial support to the Ajeenkya DY Patil University, Pune India, for conducting ONLINE Providing Online Coaching on Android Mobile Tablet for Judicial Magistrate First Class (JMFC) Competitive Exams for 100 Scheduled Tribe Candidates.

Financial support to the SECOND PARTY, in the form of grant-in aid for conducting the coaching classes to 100 Scheduled Tribe Candidates for Providing Online Coaching on Android Mobile Tablet for Judicial Magistrate First Class (JMFC) Competitive Exams for the duration of 06 Months shall be as under and the SECOND PARTY has accepted this.

SECOND PARTY shall impart quality coaching, conduct periodic tests and inform the result of the same to the FIRST PARTY.

The attendance reports of the candidate shall be sent every month by the SECOND PARTY to the FIRST PARTY.

SECOND PARTY will cover all the Syllabus of Judicial Magistrate First Class (JMFC) Competitive Examination during the above mentioned period of 06 months.

SECOND PARTY shall appoint a co-coordinator and necessary staff to run the centre. The payment of the Coordinator and other staff shall be paid by the SECOND PARTY only.

FIRST PARTY will have the right to inspect the infrastructure Facilities provided by the SECOND PARTY periodically. SECOND PARTY shall take action on the observations/suggestions made by FIRST PARTY.

SECOND PARTY shall make available soft copy of books, journals, Magazines, newspapers and latest publications on the areas/topics of the respective competitive examinations to the selected students

SECOND PARTY shall maintain item-wise accounts for the expenditure on various components. SECOND PARTY shall submit Xerox copies of the bills duly certified by the competent authority in case demanded by the FIRST PARTY and at the end of the program Utilization Certificate duly signed and authorized by the competent authority should be submitted to the FIRST PARTY



*[Handwritten signatures and initials]*



**FIRST PARTY reserves right to undertake audit of the expenditure** incurred by the SECOND PARTY at any time during or after the completion of the coaching classes.

FIRST PARTY reserves the right to amend or alter this MOU with the consultation with second party

SECOND PARTY shall take the undertaking from the students that the students will not behave in an improper way during the entire period of training. In case of any misconduct on their part, either in the online coaching classes, during the period of training, the SECOND PARTY in consultation with FIRST PARTY reserves the right to impose penalty, including the cancellation of Admission / Sponsorship/ Coaching.

The SECOND PARTY in consultation with FIRST PARTY reserves the right to impose penalty/ punishment could include expulsion of the student/s found guilty of misconduct from the Classes for a limited period, a fine with a public apology, debarring from representation in events and the classes.

#### THE PAYMENT MILESTONES:

Coaching Fee will be paid in installments; first installment of twenty-five percent (25%) of the total fee will be paid on signing a contract. Second installment of fifty percent (50 %) of the total fee will be paid on or before the completion of 03 month of online coaching. Third and final installment of twenty- five percent (25%) of the total fee will be paid after completion of online coaching. TRTI reserves the right to change the payment terms.

The Second Party will purchase and distribute the Android Tablets specified in the tender document. The Bill of the Android Tablets will be reimbursed to the second party after submission of tax invoice and delivery challan counter signed by respective TRTLCVC office

#### HARDWARE AND SOFTWARE ENVIRONMENT:

SECOND PARTY will only be responsible for developing, maintaining the Learning Management software required for Providing Online Coaching on Android Mobile Tablet for Judicial Magistrate First Class (JMFC) Competitive Exams for 100 Scheduled Tribe Candidates.

#### CONFIDENTIALITY CLAUSE:

Strict confidentiality is to be maintained by SECOND PARTY, its officers, staff and agents in all its functions. Without explicit written permission duly signed in Ink of the TRTI, SECOND PARTY, or any of its staff or officers, shall not reveal or share any data or any information in any print, electronic or social media, or to any individual, firm, and association of persons or a body corporate.

#### INTELLECTUAL PROPERTY RIGHTS

The Intellectual Property Rights (IPR) in all the deliverables and documentation developed hereunder and ownership of tools, technology and methodology used in the Project during above mentioned 06 months and all new inventions, ideas, developments conceived or developed by SECOND PARTY or its Employees while providing services hereunder shall remain with SECOND PARTY. The Intellectual Property Rights (IPR) of data of students etc shall remain with TRTI.

#### TERMINATION OF MOU:

- 1) This Agreement may be terminated:
  - a) By either party by giving the other party not less than 60 (Sixty Days) written notice of termination, without assigning any reason.



- b) Forthwith, if either party commits any material breach of any term of this Agreement and which in the case of a breach capable of being remedied, has not remedied - within 30 working days of written notice to remedy the same;
- c) Forthwith, by either party if the other shall convene a meeting of its creditors or if a proposal shall be made for a declaration as insolvent or a proposal for any other composition scheme of arrangement (or assignment for the benefit of its creditors), or if a trustee receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business assets of the other party or if an order is made or a resolution is passed for the purpose of the winding-up of the other party or for the making of an administration order (otherwise than for the purpose of amalgamation or reconstruction); by either party pursuant to Force Majeure.
- d) Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.
- e) In the event of this Agreement being terminated by the TRTI or SECOND PARTY, either party shall be liable to make payments of all the legitimate amounts due under this Agreement up to the effective date of termination for which services have been rendered / Consumed by either party
- f) Forthwith, on the expiry or earlier termination of this Agreement, each party shall, return to the other party all documents and materials, belonging to or lent by the other party with regard to this Agreement, or shall, at the option of the lending party, destroy under a written certifications, all documents or materials in connection with this Agreement in a manner that its subsequent retrieval by whatever means is rendered impossible.

#### DISPUTE RESOLUTION & ARBITRATION:

- a. All disputes, differences, claims and demands arising under this MOA shall be referred by either party to The Commissioner, TRTI, Pune) Department of Tribal Development for appointment of a Sole Arbitrator and like issues, and decision of the said shall be binding on all parties.
- b. Parties to this MOU shall make every effort to resolve amicably through direct negotiation, any disagreement or dispute arising between them under or in connection with this MOU or the work as above. If any dispute between these parties still remains unresolved, on the application of any party hereto, such dispute(s) shall be referred to a Sole Arbitrator, to be appointed by the TRTI under the provisions of Arbitration & Conciliation Act, 1996. Such arbitration shall be governed in all respects by the provisions of the said Arbitration & Conciliation Act, 1996 as amended from time to time. The arbitration proceedings shall be held at a place as may be decided by the said The Commissioner.

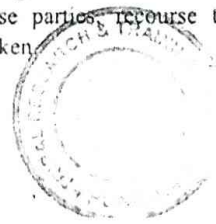
#### EXIT MANAGEMENT

In the case of termination of the Online Coaching on Android Mobile Tablet for Judicial Magistrate First Class (JMFC) Competitive Exams for 100 Scheduled Tribe Candidates Implementation, the parties shall agree at that time whether, and if so during what period, the provisions of this clause shall apply. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this clause. In case of any ambiguity or disagreement between these parties, recourse to above clause-10 ('Dispute Resolution & Arbitration') shall be taken.

PUNE

Signature

Signature



## FORCE MAJEURE

- a) This clause is mentioned to mean any unforeseeable or exceptional situation or event beyond the control of both the parties, preventing them or their agents, authorized representatives from fulfilling any of the obligations under this MoU and is not attributable to their negligence or error on their part, proving insurmountable in spite of all due diligence.
- b) Any of the party under MoU with Force Majeure shall inform other party without delay by registered letter with advice of delivery or equivalent, stating the nature, probable duration and foreseeable effects.
- c) Neither TRTI Pune nor Party of the Second Part shall be held in breach of obligations under MoU, if they are prevented from fulfilling them by Force Majeure. Each of the party will make every effort to mitigate any losses suffered due to force majeure. In case either of the party fails to make the efforts for the mitigation of the losses other party will have right to terminate the MoU.

## INDEMNITY CLAUSE

Both parties shall fully indemnify, hold harmless and defend each other and its directors, officers, employees and Affiliates from and against all claims, criminal actions, police arrests, court cases, civil suits, demands, damages, liabilities, obligations, losses, settlements, judgments, awards costs and expenses, whether or not involving a third-party claim, which arise out of, relate to or as a result from any breach of any covenant or other obligation or duty of SECOND PARTY under this Agreement.

## ROLES AND RESPONSIBILITIES OF PARTY OF THE FIRST PART:

1. To visit, monitor all training programs for quality, take review from the participants and carry on inspections as determined in Standard Operating Procedures (SOP) of TRTI.
2. To conduct periodic inspections and verify the documents, infrastructural change if effected by the training partner to ensure the quality of Judicial Magistrate First Class (JMFC) training Program.

## ROLE AND RESPONSIBILITIES OF THE PARTY OF SECOND PART:

1. To arrange for counseling of candidates appear for Mock tests and practice Question Papers in relation to Judicial Magistrate First Class (JMFC) as conducted by Maharashtra Public Service Commission (MPSC)
2. To impart along with domain soft skills including spoken English, ensure that latest training technology, aids and pedagogy is utilized for the confidence building required for tribal youth to get successful into Providing Online Coaching on Android Mobile Tablet for Judicial Magistrate First Class (JMFC) Competitive Exams for 100 Scheduled Tribe Candidates.
3. To maintain the e-record and print record of the assessments including the Recordings and synchronizing the same with online attendance which will ensure timely completion of all assignments by candidate financially supported by TRTI Pune.
4. To attend review meetings and submit the progress report as and when demanded by TRTI Pune, to depute for such a meeting a competent representative authorized by the management to make on the spot decisions pertaining to training sponsored by TRTI Pune.
5. The training Partner shall not charge any course registration fee to candidate, shall not assign the candidate selected for sponsorship under Tribal Development Dept. through TRTI to any other public funded program or programs under Corporate Social Responsibilities (CSR) provisions under Companies Act -2013.



## JURISDICTION:

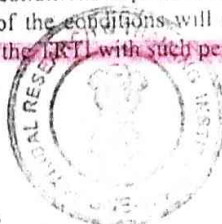
In case the Arbitrator is not acceptable to the parties, for the court proceedings shall be completed in the courts within Pune Jurisdiction only.

## MISCELLANEOUS:

- a) Any modification/amendments to this MoU can only be made in written and signed by both parties
- b) This MoU does not restrict either party from participating in similar activity with other private, public agencies organizations and individuals.
- c) The Commissioner, TRTI Pune will make final decision whether to continue working on further for Providing Online Coaching on Android Mobile Tablet for Judicial Magistrate First Class (JMFC) Competitive Exams for 100 Scheduled Tribe Candidates.

## GENERAL CONDITIONS OF CONTRACT

1. The duration of the Coaching program will be of 06 months
2. Coaching will be imparted to the candidates sponsored by TRTI.
3. Coaching should be provided for complete syllabus of Judicial Magistrate First Class (JMFC) Competitive Examination including Prelims, Mains and Interview.
4. The Commissioner, TRTI reserves the right to increase or decrease the number of ST students / candidate to be deputed to the institutions, to ensure Qualitative Coaching.
5. The empanelled Institutions must submit attendance of the candidates (incoming and outgoing) to the Commissioner, TRTI, Pune, every month.
6. The empanelled Coaching Institution shall provide qualitative Online coaching on Android Mobile Tablet for Judicial Magistrate First Class (JMFC) Competitive Exams for 100 Scheduled Tribe Candidates, deputed by TRTI Pune.
7. The Coaching should be given for complete syllabus for Providing Online Coaching on Android Mobile Tablet for Judicial Magistrate First Class (JMFC) Competitive Exams for 100 Scheduled Tribe Candidates
8. The empanelled Coaching Institution shall impart quality coaching, conduct periodic tests and shall inform the result of the same to the TRTI, as and when the tests are conducted.
9. The empanelled Coaching Institution shall cover the complete syllabus of JMFC Competitive Examination. If the online coaching is incomplete or not properly imparted the Institute will be blacklisted and complete fee due will not be paid.
10. The empanelled Coaching Institutions shall provide soft copy of study material (at no extra cost) to the candidates, immediately after admission and further, as and when the study materials are given to other candidates taking coaching in the institute.
11. The empanelled Coaching Institutions should not sublet the contract. If the Coaching Institutions are found to have sublet the contract, the contract will be terminated at the risk and cost of the Coaching Institutions concerned.
12. TRTI reserves the rights of overall monitoring of the training program.
13. The Coaching Institutes should submit their requisition/ bill for each installment in duplicate with the list of candidates.
14. On completion of coaching, the Coaching Institute will have to submit following reports to TRTI, Pune. a) Course Completion Report b) Test Results
15. The Online Coaching on Android Mobile Tablet for Judicial Magistrate First Class (JMFC) Competitive Exams for 100 Scheduled Tribe Candidates Extended for next one years by mutual consent with the same terms and conditions of the agreement executed.
16. The base rate of coaching fee may be increased by maximum 3% per year. However, decision of Commissioner, TRTI, in this regard, will be final.
17. The Commissioner, TRTI, Pune including the authorized Officers of the TRTI shall have the power to issue notices in writing and to instruct/direct the Institutions to make alterations/variations in the assigned work.
18. Failure to abide by the Agreement. The conditions stipulated in the agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the TRTI with such penalties as specified in the Bidding document and the Agreement.



## JURISDICTION AND APPLICABLE LAW

In case of any dispute arising out of the terms and conditions of contract or assignment, the matter shall be governed by the laws of India (both substantive and procedural) at that time being in force and shall be subject to exclusive jurisdiction of the Courts at Pune City only

## NOTICES

All notices, requests, demands and other communications under this Agreement or in connection herewith shall be given to or made upon the respective parties as follows:-

### To "First PARTY"

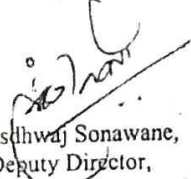
Tribal Research and Training Institute, Address: 28, Queens Garden, near old Court House, Pune 01

### To "SECOND PARTY"

AJEENKYA DY PATIL UNIVERSITY, PUNE having its head office at Dr. D.Y. PATIL INFRA FOUNDATION Dr. D.Y. Patil Building MIG Colony Adarsh Nagar, Worli Mumbai -400025, Maharashtra, India

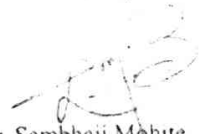
IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR RESPECTIVE HANDS ON THE DATE AND AT THE PLACE FIRST ABOVE WRITTEN.

First Party Signature

  
Hanshraj Sonawane,  
Deputy Director,  
Tribal Research and Training institute, Pune

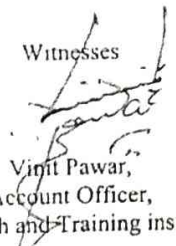


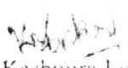
Second Party Signature

  
Mr. Sambhaji Mohite,  
Associate Professor,  
Ajeenkya DY Patil University, Pune



Witnesses

  
Vinil Pawar,  
Account Officer,  
Tribal Research and Training institute, Pune

  
Ms. Kashmira Lonkar,  
Assistant Professor,  
School of Law, Ajeenkya DY Patil University,  
Pune



**Ajeenkya DY Patil University**

D Y Patil Knowledge City  
Charholi BK Via Lohegaon  
Pune

**TRTI PUNE**  
Ledger Account

1-Apr-2015 to 31-Mar-2024

Page 1

Date	Particulars	Vch Type	Vch No.	Debit	Credit
28-2-2022	Dr Canara Bank A/c No. 0263201001599	Receipt	9570		7,50,000.00
					7,50,000.00
	Cr Closing Balance			7,50,000.00	
				<b>7,50,000.00</b>	<b>7,50,000.00</b>
1-4-2022	Dr Opening Balance				<b>7,50,000.00</b>
1-4-2022	Cr Computer & Software	Journal	50	14,50,000.00	
19-5-2022	Dr Canara Bank A/c No. 0263201001599	Receipt	1672		14,50,000.00
	Dr Canara Bank A/c No. 0263201001599	Receipt	1673		1,50,000.00
4-7-2022	Cr Canara Bank-Op Acc 0263201001959	Payment	654	88,500.00	
29-7-2022	Cr Canara Bank-Op Acc 0263201001959	Payment	766	40,500.00	
	Dr Canara Bank-Op Acc 0263201001959	Receipt	4172		1,500.00
				15,79,000.00	23,51,500.00
	Cr Closing Balance			7,72,500.00	
				<b>23,51,500.00</b>	<b>23,51,500.00</b>