

भारतीय गैर न्यायिक

बीस रुपये

रु.20

Rs.20

TWENTY  
RUPEES

INDIA

INDIA NON JUDICIAL



தமிழ்நாடு தமில்நாடு TAMIL NADU

014996

12 NOV 2016

AGREEMENT

33AB 238276

S. KESAVARAJ  
Stamp Vendor

19, G.S.T. Road, Pallavaram, Ch-43.  
LNo:14525/94 Ph:22641944

This agreement entered into on this 23<sup>rd</sup> day of December 2016 between NIELIT Chennai (a unit of NIELIT New Delhi, which is an autonomous body of Department of Electronics & Information Technology, Ministry of Communications & Information Technology, Government of India), ISTE Complex, No.25, Gandhi Mandapam Road, Chennai- 600 025, Tamil Nadu (hereinafter referred to as NIELIT-CHE which term and expression shall mean and include its successors and assignees) represented by its Director I/c on the ONE PART:

AND

VISTAS (hereinafter referred as VELS University) with its Registrar placed at Velan Nagar, P. V. Vaithiyalingam Road, Pallavaram, Chennai -600 117 of the SECOND PART.



Director, NIELIT Chennai  
Autonomous Scientific Society  
Department of Information Technology  
Ministry of Communications & Information Technology  
Government of India  
ISTE Complex, 25 Gandhi Mandapam Road  
(Opp. Anna Centenary Library), Chennai - 600 025

Page 1 of 6

REGISTRAR  
VELS UNIVERSITY  
(VISTAS)  
Velan Nagar,  
P.V. Vaithiyalingam Road,  
Pallavaram, Chennai-600 117

WHEREAS VISTAS (VELS University), is engaged in formal education in Computer Science and other related sciences.

WHEREAS the Director General of Employment and Training henceforth referred as DGET through its communication No. DGET-V-11011/19/2015-EE-III(S) dated 17<sup>th</sup> May 2016, communicated to the party of the first part through Managing Director, NIELIT HQ, New Delhi, the approval of organizing training at 21 locations in the country.

WHEREAS NIELIT Chennai (NIELIT-CHE) is a unit of NIELIT New Delhi which is an autonomous body of Department of Electronics & Information Technology, Ministry of Communications & Information Technology, Govt. of India, for Education, Training, R&D and Consultancy in IT and Electronics.

WHEREAS the SECOND PARTY has agreed to the FIRST PARTY to conduct the 'O' Level software training on behalf of the FIRST PARTY on such terms and conditions as mutually agreed between the parties.

Now it is hereby agreed by and between the two parties hereto as follows:

1. **SCOPE:** M/s VISTAS (VELS University) will conduct 'O' level software training program for Twenty five SC/ST job seekers registered with Employment Exchange through its educational facility available at Velan Nagar, P.V.Vaithiyalingam Road, Pallavaram, Chennai -117.

1.1. **'O' level Software program:** Certificate Course in 'O' level computer training

NIELIT 'O' level training program for duration of 480 hours

2. **OBLIGATION OF M/s VISTAS (VELS University)**

2.1. **'O'LEVEL PROGRAM**

2.1.1. M/s.VISTAS (VELS University) shall provide the necessary Technical Support for the proper conduct of the item 1.1.

2.1.2 Admission process shall be done by NIELIT Chennai.

2.1.3 Second party share of Fee for the Course will be Rs.900/- per student per month from JULY 2016. This amount includes all expenses, Service Tax, Octroi and any other tax if any. Also the claim for actual number of present candidates shall be submitted by Second Party every month.

2.1.4 Second party shall maintain a Student Registration Register and a Student Record Register for the details of Admissions and evaluation respectively and Book issue register to record the details of books issued to students.

(a) **Student Registration Register:** Second party shall maintain the Student Registration Register that contains details like Serial No.; Student Name & Address; Student ID Number; Date of Admission; Course Name, Course Code & Duration; Batch Code, Start Date & End Date.



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15TE Complex, 25 Gandhi Mandapam Road  
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Page 2 of 6

  
REGISTRAR  
VELS UNIVERSITY  
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P.V. Vaithiyalingam Road,  
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- (b) *Student Record Register*: Second party shall maintain the Student Record Register that contains details like Serial No.; Student Name; Student ID; Course Name; Period of Study; Assignment/Test paper/Model Exam Nos. & marks/Grades awarded.
- 2.1.5 Second party shall prepare the necessary Lecture Material, Tutorial & Model Exam Questions for the program as per the 'O' LEVEL syllabus.
- 2.1.6 Second Party will ensure the quality of the training programme by implementing a Two-Tier Evaluation Scheme: (1) Continuous evaluation by means of Assignments & Class Tests and (2) Final Evaluation by means of Model Examination.
- 2.1.7 Second party shall provide any other reports or information required by NIELIT-CHE in connection with this training program.
- 2.1.8 The Dr.S.Prasanna, Head – Dept. of Computer Application, M/s.VISTAS (VELS University) shall be the Co-ordinator for this project.
- 2.2 The Second party shall ensure/facilitate the timely submission of the registration and examination forms as per the schedule of the NIELIT New Delhi.
- 2.3 The Second party shall regularly submit the claims based on actual number of present candidates for every month for reimbursement of training charges from NIELIT-CHE with Attendance Report and Progress Report of the Course, latest by 1<sup>st</sup> day of the next month.
- 2.4 The SECOND PARTY agrees that no fee/ fees in any form will be collected from the candidates.
- 2.5 The SECOND PARTY shall be fully responsible for any liability whatsoever arising out of its own failure to conduct the course, in accordance with the prescribed guidelines of the FIRST PARTY. The SECOND PARTY agrees to pay on behalf of the FIRST PARTY, if any such liability is burdened on the FIRST PARTY.
- 2.6 The SECOND PARTY shall not represent or hold itself as an agent of NIELIT.
- 2.7 The SECOND PARTY shall renew the accreditation, if necessary, and maintain the validity till the end of the course.
- 2.8 The SECOND PARTY submit the Project and Project certificate before the practical Examination to FIRST PARTY.
- 2.9 The main objective of this course is employability for SC/ST jobseekers. So SECOND PARTY shall have close networking with the employers and ensure their placement at the end of the course in coordination with local employers/ entrepreneurs with the permission of NIELIT- CHE.



Page 3 of 6

Director, NIELIT Chennai  
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2.10 The PAN number of M/s VISTAS (VELS University) is AAATV9804F (PAN Holder name: M/s VISTAS (VELS University). TDS will be deducted by NIELIT-CHE.

### 3. OBLIGATION OF NIELIT-CHE:

3.1 NIELIT-CHE shall co-ordinate with other Central Government Departments/agencies involved in the project regarding funding of the Course.

3.2 Registration Fee / Examination Fee to be paid to NIELIT for 1<sup>st</sup> appearance shall be borne by NIELIT-CHE.

3.3 *Payment terms:* In consideration of the services offered by the SECOND PARTY for this training, it shall be entitled to a training fee as mentioned below: Training / Tuition fee of Rs. 900/- (Nine Hundred Only) per candidate per month, for the period from starting date of the course until the end of June 2017, subject to completion of the 'O Level' software curriculum. This fee is inclusive of all taxes. This shall be paid on a monthly basis on submission of attendance sheets for actual number of candidates present and their performance report. A minimum of 70% is payable to the second party by NIELIT-CHE if the number of candidates is less than 70% of the batch size. However in case of training Institute where the number of candidates is more than 70% of the batch size, then the payment shall be made for the actual number of candidates present. The maximum number of candidates allowed under this training program for the SECOND PARTY is limited to Twenty five.

3.4 The FIRST PARTY received the claim amount reimbursement when NIELIT Chennai received the training fees from CGC Chennai.

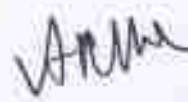
3.5 The FIRST PARTY be entitled to evaluate the performance and standard facilities provided by the SECOND PARTY from time to time and shall also have the right to demand correction/upgradation, if any degradation of standard of norms prescribed, are noticed during such evaluation. This evaluation may be carried by DGE&T/local Coaching Cum Guidance centre/NIELIT authorized representative(s)/ person(s).

3.6 The FIRST PARTY reserves its rights to claim damages in case of misusing the goodwill, Name, Logo, Courses of NIELIT and any other proprietary items of NIELIT.



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15TE Complex, 25 Gandhi Mandapam Road  
(Opp. Anna Centenary Library), Chennai - 600 075

Page 4 of 6

  
REGISTRAR  
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#### 4 Renewing the Agreement

This agreement shall come into force when duly signed by the representatives of both the parties and shall be valid for a period of **One Year** (the period of conduct of the SC/ST job seekers program on "O" Level) from the date of such signing. On the expiry of One year, parties hereto shall be entitled to renew the agreement by mutual consent on such terms as may be then agreed upon. If not renewed, Second Party, shall be entitled to stop conducting 'O' level software training program for SC/ST students in this scheme. Before such action, both the parties shall ensure that the Courses already started are fully completed, examination conducted and certificates issued. This agreement shall not be terminated until successful completion of any pending Course.

#### 5 Breach of Terms of this Agreement

If either party commits any breach of the terms of this agreement, the other party may bring the fact of breach to the notice of the former and the former shall immediately take steps to rectify the breach and in case if it fails to do so and the breach continues for a period of 1 Month, the aggrieved party may treat this agreement as repudiated by the other party and forthwith serve a notice of termination. The aggrieved party will have the right to claim from the other party the damages in respect of losses already sustained by it for the unexpired period of the agreement on account of such termination of the agreement. The agreement will automatically be terminated within 1 month after the receipt of such notice, subject to the liability and arbitration clause.

In case of any such termination of this agreement, in the middle of a Course, which has already been started, both the parties should take sufficient steps so as to complete the Course already started. Termination of the agreement should be implemented in such a way that the future of the students/trainees is not affected by the termination. In case of such termination of the agreement, both the parties shall ensure that the Courses already started are fully completed, examination conducted and certificates issued.

#### 6 Jurisdiction

This Agreement shall be governed by the Laws of Indian Union in force. Both the parties here in agree that all disputes between them shall be subject to the jurisdiction of courts in Chennai District of Tamil Nadu State.

#### 7 Arbitration or Mediation

Any dispute arising between the parties if not resolved between them shall be referred after mutual consent of both the parties to an arbitrator or mediator. The selection of the arbitrator shall be decided by the above parties mutually.



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35TE Complex, 25 Gandhi Mandapam Road  
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Page 5 of 6

  
REGISTRAR  
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In case of termination of this agreement, in the middle of a Course, which has already been started, both the parties should take sufficient steps so as to complete the Course already started. Termination of the agreement should be implemented in such a way that the future of the students/trainees is not affected by the termination. In case of such termination of the agreement, Second Party shall stop the technical support without any further delay, but both the parties shall ensure that the Courses already started are fully completed, examination conducted and certificates issued.


### 8 Modifications

The modifications in the Agreement can be done with the mutual consent of both the parties.


This MoU has been executed in two originals; one of these has been retained by NIELIT-CHENNAI and the other by the SECOND PARTY.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in duplicate on the day and the year first above written.

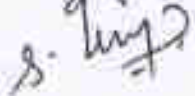
#### Parties

Signature   
Director, NIELIT Chennai  
National e-Library Society  
Department of Information Technology  
Ministry of Communications & Information Technology  
Government of India  
Name: SHRI V. VEITHIYALINGAM  
Director i/c





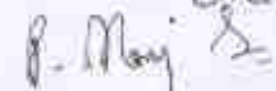
Signature   
REGISTRAR  
VELS UNIVERSITY  
(VISTAS)  
Velan Nagar,  
P.V. Veithiyalingam Road,  
Pallavaram, Chennai-600 117  
Name: Dr. A.R. V. Veithiyalingam  
Registrar

#### Witness :

1. Signature   
Date 23-Dec-2016  
Name and Address S. UTHRA RAJAN  
NIELIT CHENNAI

#### Witness :

2. Signature   
Date 23-Dec-2016  
Name and Address  
D NOBLE RAJ  
Scientist 'B'  
NIELIT CHENNAI

1. Signature   
Date 23/12/2016  
Name and Address Dr. C. Prannana  
HOD, Dept of Computer  
Applications  
VELS University  
2. Signature   
Date 23/12/2016  
Name and Address Dr. P. May  
Prof. Dept. of  
Comp. Appl  
Vels University