

MEMORANDUM OF AGREEMENT

For Skill Development and Placement of Urban Un-employed Youth under the Placement
Linked Skill Training Programme of MEPMA

Between

Mission for Elimination of Poverty in Municipal Areas (MEPMA) Municipal Administration &
Urban Development Department, Govt. of Andhra Pradesh

And

Centum Learning Limited

~~02-06-2012~~
Dated: 31/05/2012






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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into on this ⁰²⁻⁰⁶⁻²⁰¹² ~~31st day of May, 2012~~ between the Mission for Elimination of Poverty in Municipal Areas (MEPMA) (First Party), a Society set up by the Government of Andhra Pradesh having its office at 3rd Floor, E-in-C (Public Health Office Building) AC guards Hyderabad - 500 004 represented by its Mission Director, Sri M. Bhupal Reddy, IRS, hereinafter called 'The First Party',

And

M/S Centum Learning Ltd, a company registered under the Companies Act, 1956, having its registered office at 127, Neelagagan, Mandi Road, Sultanpur, Mehrauli, New Delhi -110030 represented by its authorised person Ms Kamini Prasad, Chief Operating Officer, hereinafter to be called 'The Second Party'.


The expressions "First Party" and "Second Party" shall, unless repugnant to the context or meaning thereof, include its administrators, executors, nominees, successors and assigns.

The First Party and the Second Party are collectively referred to as the 'Parties' and severally as the Party.

WHEREAS

- (a) The First Party, is a Society set up by the Government of Andhra Pradesh, Municipal Administration Urban Development Department, of the Andhra Pradesh under the Andhra Pradesh (TA) Public Societies Act 1350 F with the objective of providing employment to the urban unemployed youth, and works in a focused and mission mode for employment generation of underprivileged youth through various partnerships and industry tie-ups. The First Party aims




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at linking at least one member of a urban family in Andhra Pradesh (AP) to jobs in the organized sector and thereby helping to reduce poverty. In this process, the First Party through various means provides companies trained manpower from an alternative labour pool. The First Party works in a public-private partnership mode where government, private sector professionals and urban community are stake holders. One of the important models adopted by the First Party in achieving its objectives is the Placement Linked Training Programme conducted through Empanelled training Partners


- (b) Second Party is an institution in the field of imparting vocational training in different disciplines and placement.
- (c) It has been the concern of the Parties to develop the human resource by way of imparting vocational training as per the existing demand of the industry and create avenues for suitable livelihoods and expanding universe of knowledge to produce world class workforce.
- (d) In order to select competent and experienced institutions for empanelment of 'Training Providers / institutions' for 'Placement Linked Skill Training Programme' in Andhra Pradesh, the First Party through an advertisement in the daily news papers (Ref: 165/2012/C/MEPMA/2012-13 dated 05.03.2012) invited for proposals (Request For Proposal - RFP) (hereinafter called the "Training Programme"). The Second Party is one of the respondents having submitted the RFP claiming requisite technical and financial criteria. After due process of the Proposals received, the Second Party has been selected for the specific sector/s as hereinafter described. The Letter of Award No. CLL/MEPMA/9 dated 20/04/2012 stipulating the terms and conditions for entering this Agreement were issued to the Second Party and the same has been accepted by it.
- (e) In pursuance thereof, the Parties have agreed to enter into this Agreement.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. GENERAL - Definitions and Interpretation

a. Definitions:

- i. "Agreement" means this Agreement, together with all the Annexes;
- ii. "Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- iii. "Confidential Information" shall have the meaning set forth in Clause 3.5;
- iv. "Dispute" shall have the meaning set forth in Clause 7.2.(a);
- v. "Effective Date" means the date of this Agreement
- vi. "Government" means the Government of India or the Government of Andhra Pradesh as the context requires.
- vii. "INR, Re. or ₹." means the official currency of Republic of India
- viii. "Personnel" means persons hired by the Second Party or by its Sub-Consultant for performance of specific services.
- ix. "Request for Proposal (RFP)" means the proposal invited by the First Party forming part of this Agreement.


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- x. "Service/s" means the job / work to be performed by the Second Party pursuant to this Agreement, and work orders issued by the First Party from time to time;
 - xi. "Training Fees" shall have the meaning set forth in Clause 4.1;
 - xii. "Third Party" means any person or entity selected by the First Party for providing certain services under this Agreement as contingencies require.
 - xiii. "Work order/s" shall mean the letter issued by the First Party to the Second Party to commence the works as will be specified therein in terms of this Agreement.
- b. The words and expressions not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP. Without prejudice to the generality of the provisions of this Agreement, the provisions of RFP and specific terms & conditions, if any, mentioned in the work orders issued by the First Party, shall apply and be binding on the Second Party.
- c. While the following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement, they are to be taken as mutually explanatory to one another. However, in the event of any conflict between them, the order of precedence of the documents shall be in the order set out below:
- i. Agreement Including its Annexes and Schedules
 - ii. Work order/s issued by the First Party
 - iii. Letter of Award
 - iv. RFP;
- Any Annexure or Appendix or Schedule that forms part of the Agreement is not available at the time of execution of this Agreement, the same shall be added later duly signed by the Parties.
- d. If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.
- e. The Table of contents, headings or sub-headings in this Agreement is for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.
- f. Notwithstanding anything contained herein, if action or modification is necessitated as a result of any Government norm/s, rules and/or regulations, the same shall be honored and implemented by the Parties and such action/modification does ~~not~~ require any mutual consent for its implementation.

2. Terms of Reference

a. Scope of services:

The services to be performed by the Second Party shall be as under:

- i. Undertaking market scanning to assess employment potential and tying-up for Placements in reputed Industries prior to bidding.
- ii. Identifying Urban youth along with the District Administration as per procedure laid down.
- iii. Structuring the required training & skill up gradation inputs of standards approved by First Party.


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- iv. Sourcing required training & skill up gradation resources in adequate quantity.
- v. Training in the identified employment areas as per the agreement.
- vi. Ensuring the quality in the training as per the required standards and specifications with minimum quantifiable guaranteed skills as per the course delivered.
- vii. Undertaking Regular assessments during training and updation in the First Party's software.
- viii. Coordination with potential employers and industrial networking for Placement.
- ix. To provide placements for all the trained youth.
- x. Placement of trained urban youth with special focus on Women, SC, ST, BC & Minorities. PWD Others, if any.
- xi. Testing and Third Party Certification of trainees in accordance with Third Party certification programme, as approved by M.D, MEPMA,
- xii. Post placement counselling and retention for 3 months
- xiii. Periodical conduct of post placement tracking / survey to understand the post-placement scenario of the employed youth on quarterly basis and updating First Party online for one year.
- xiv. Devising extracurricular activities for wholesome development of trainees after the training hours like indoor and outdoor sports, exercises etc.

b. Training Capacity & work orders

- i. The Second Party shall provide services to the First Party for the Courses in the Sector/s as detailed in Table 3 of Appendix - II and offer to provide dedicated training capacity as detailed therein.
- ii. A training plan shall be submitted on a yearly basis indicating the tentative number of youth to be trained and placed District-wise, sector-wise and course-wise.
- iii. All the District-wise Targets and Training Centre allocation shall be done at the discretion of First Party to the Second Party on submission of the District-wise, course-wise and centre-wise training calendar and training center details by the Second Party and after verification and confirmation of training centers by First Party.
- iv. The work order shall be given by First Party from time to time giving the details of targets allotted and duration for which it is valid.
- v. Work orders will be issued to the Second Party based on the performance of the Second Party which will be measured in terms of quality of training and placements and based on the capacity of the training centers with the Second Party from time to time.
- vi. The Second Party shall comply with and conform to the Training Programme Content as approved by the First Party, including but not limited to:
 - a. Compliance with the concerned Certification Norms,
 - b. Training, infrastructure and Standards as laid down by (as specified in the bid document)
 - c. Adherence to Minimum batch strength, placements norms, time lines in implementation and biometric attendance etc., as specified
 - d. Programme Specifications stipulated from time to time.

[Signature]
 for Director, Director
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c. Training & Placement process:

The Second Party shall follow the following process to ensure that the Scope of Service mentioned above is carried out:

- i. The First Party shall issue work orders (for every 6 months normally) after considering the request submitted by the Second Party with respect to its Training Capacity. The First Party shall vide the work order/s allot district-wise targets to the Second Party for providing the Service.
- ii. The Second Party shall set up the necessary infrastructure, trainers and systems in place before start of the training Program.
- iii. The Second Party is advised to run at least two fifth of training centers under their own management (40% of the training centers should be their own) as it is the policy of First Party to give preference to the own centers / leased centers (service provider) rather than franchisees.
- iv. In case the second party engages franchise they should ensure 70% of the tuition fees to be paid by the second party only. The franchise has no right to approach first party about cost of training or for any remuneration on or any pecuniary loss.
- v. In case the second party failed to provide placement within 30 days after completion of the trainings, they will not be eligible for next trench and also the first trench amount will be recovered from the second party.
- vi. The Second Party along with the First Party's district staff shall identify and counsel the suitable unemployed urban youth based on their qualification, aspirations, mobility etc.
- vii. The Second Party shall identify tentative placements for the potential trainees and communicate the same to the First Party for approval before freezing the batch for inception. The tentative placements shall be uploaded in the portal during the batch inception.
- viii. The Second Party shall provide training and counseling to the youth in the identified employment areas, and shall ensure ~~40%~~^{75%} attendance and participation of the youth in the Training Programme.
- ix. The Second Party shall provide Boarding & Lodging facilities to the trainees wherever necessary (if made any Provision).
- x. The Second Party shall provide Testing and Third Party Certification.
- xi. The Second Party shall ensure that placements are provided to the trainees completing the training successfully with assured monthly salary of Rs.5000/- per month + PF and ESI wherever applicable.
- xii. The Second Party shall continue to track and counsel the placed trainees for at least one year from the date of placement

d. Mobilization:

- i. The Second Party in coordination with the First Party shall identify the prospective unemployed Urban youth to undergo the required training programs to be conducted by the Second Party as per the work orders issued time to time
- ii. The Second Party shall coordinate with First Party in issuing the call letters to the youth. The Second Party shall also screen the candidates and select those who are suitable for the course.


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- iii. The Second Party would provide admission to the selected youth after screening (based on qualification, aptitude and aspirations of the youth and parents counseling). The Decision of the Second Party regarding admission of the prospective candidate shall be final and binding on the First Party provided the candidate screened belongs to the target youth of First Party. The Second Party will share the screening / counseling template with First Party. . No batch shall start or freeze with a minimum strength below 75% of the course-wise batch strength fixed by the First Party.
- iv. The Second Party has to provide mobilization charges to SLF towards motivation charges. The SLF members will mobilize the candidates through RPs along with Second Party and the amounts will be deposited to SLF account in following manner.
 - 1) Training fee upto Rs.5000/- - Rs.100/- for each candidate to be deposited at SLF account
 - 2) Training fee Rs.5001/- to Rs.10000/- - Rs. 200/-
 - 3) Training fee above Rs.10001/- Rs. 300/-

The mobilization charges to be deposited in SLF account at the time of receiving inception payment i.e., 1st Tranche.

e. Infrastructure

- i. The Second Party shall ensure that all the training centers are well equipped with all basic infrastructure required for providing quality training. The training centre proposed to shall be completely dedicated to the First Party. The minimum training centre infrastructure required is detailed in Table 1 of Appendix -I attached
- ii. The Second Party shall ensure that the minimum IT Infrastructure specified in Table 2 of Appendix -I shall be available with all the Training Institutes.
- iii. The Second Party shall be responsible for providing either directly or through an associate and managing the Boarding & lodging activities, if residential trainings are planned. The Boarding & Lodging expenses will be reimbursed to Second Party only and not to any of its associates or service providers. The residential facilities shall be as per the Table 3 of Appendix -I attached.(if required in future)
- iv. The Second Party should ensure that every training centre should have Name Board which specifies it is a First Party training centre / Stickers / Posters and any other information to be displayed to the trainees as desired by the First Party.
- v. The Second Party should ensure the cleanliness of the training centers during the training period.
- vi. The Second Party shall ensure that for any computer related courses / Industrial Sewing machine operator course, training centre capacity is calculated on the basis of computer: trainees, ISMO : trainees etc and it is 1:3. Further, The Second Party shall ensure that every trainee in its Lab shall get hands on experience.

The Second Party shall put in place a dedicated and qualified Training Coordinator and his/her contact details shall be uploaded in the CGG portal.


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f. Training

- i. The Second Party shall ensure that trainings are conducted compulsorily for the stipulated time as mentioned in Table 3 of Appendix - II. Further the Second Party shall ensure that:
 - a. The class room strength shall not exceed 40 to facilitate effective training
 - b. The batch strength cannot be less than 75% of the approved batch size for the course as per the training calendar
 - c. Trainees shall be assessed as per the curriculum and graded for future reference.
 - d. Quality trainers to train counsel and mentor the trainees.
 - e. The printed training material for each course shall in variably be provided to the trainee.
 - f. The day wise hour wise schedule shall be adhered to.
- ii. The Second Party shall provide extensive training in agreed courses as described in Table 3 of Appendix - II in technical skills (both theory and practical), Communication skills, Exposure to concerned industries / organizations, work readiness and all relevant skills to the trainees which makes the trainee employable with minimum guaranteed skills as agreed upon and prescribed in the work order.
- iii. Upon commencement of a batch, the Second Party shall provide the trainees with trainee entitlement sheet, timetable, and Training material.
- iv. The Second Party shall monitor and review the program components to assess quality of delivery and learning achievement once every 15 days in the form of assignments, tests, group discussion, demonstration work, industry faculty assessment etc. The activity sheet of each course needs to be maintained online in CGG Software.
- v. The Second Party shall ensure that the Youth receive hands on practice in their Lab for a minimum of 70% on each day of training and 30% should be class room.
- vi. The Second Party shall ensure parents meeting twice (beginning of the course and before the placements) in coordination with First Party.
- vii. The Second Party shall ensure that the trainees shall complete the training successfully. Lesson planner/ Day planner needs to be maintained and updated continuously for each batch. In case First Party introduces online planner through its software the Second Party shall also update the planner and status regularly in software.

g. Attendance

- i. The daily attendance shall be monitored on bio-metric attendance system. As per table 5 Appendix-I The Trainees shall be issued ID Cards by the Second Party as per the norms of the First Party.
- ii. Attendance shall be taken twice a day Morning: 9:00 – 10:00 and 1:00-1:30 PM. For batch for evening 2:00 P.M-2:30 P.M and 6:00 P.M- 6:30 P.M. The trainer & trainee are expected to give attendance in accordance with the guidelines issued by REEMAP.
- iii. Physical registers shall also be maintained simultaneously by the Second Party.
- iv. Once initiated, all the trainers and administrative staff will be registered and as per the First Party's norms.
- v. The minimum hardware prescribed in Table 2 of Appendix -I shall be available at the training centre on the date of work order. The Second Party shall ensure that all the bio-metric


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machines are in sync within last 2 days. The Second Party shall immediately notify the First Party and their respective vendor for non-updating of attendance due to any technical problem. The Second Party will solely be responsible for loss of attendance due to not taking attendance/ loss of machine/damage of bio-metric device accordance with guidelines issued by REEMAP.

- vi. The Second Party to ensure/comply to see that no forgery/proxy attendance is update and also ensure trainees request for leave and also submit letter before going into leave.
- vii. All the Boarding & Lodging expenses shall be reimbursed to the Second Party by the First Party based on Bio-metric Attendance (if made Mandatory).

Any trainee having less than 40% attendance on a monthly basis shall be treated dropout automatically by the system.

h. Course curriculum

- i. The Second Party in coordination with First Party shall design and finalize the course curriculum, training module etc. The Second Party shall conduct the courses as per the curriculum and skills standards which will be monitored on a regular basis by the First Party.
- ii. The Second Party shall periodically upgrade, modify content of training modules in consultation with First Party.
- iii. The Second Party shall strive to get the industry certification for the course.
- iv. A set of the training module (including soft copy), the training kit and the Training of Trainers (TOT) module, including one copy of course curriculum, hour wise & day wise course module, trainers & trainees manual, training calendar – training centre wise and minimum expected guaranteed out comes or skills shall be submitted to First Party within 15 days from the Effective Date by the Second Party.
- v. Soft skills content is a mandatory requirement of each and every course. It should constitute minimum 15% of the training duration. Indicative syllabus has been attached as Appendix – IV (Course Curriculum Guidelines). Training duration shall be devoted to impart the below mentioned skills wherever applicable.
 - Soft Skills - (Compulsory for every one)
 - Computer Skills (For 10th Pass and above) - (Wherever applicable)
 - Counseling - (Compulsory for everyone)

i. Placements and Post Placements

- i. The Second Party to report the proposed placements in First Party's software before the finalization of the batch i.e. before inception.
- ii. The Second Party must place all the trained youth in sectors relevant to the training imparted with good salaries as specified in RFP and should comply with all the statutory norms of Government - like Minimum wages as applicable, PF, ESI etc. The placement shall be same as the area / field of training and the placements should be as far as possible close to the area of residence of the youth unless the youth is willing to take up a job farther away.
- iii. All the placements shall be completed by last day of the training and the updation in the First Party developed portal shall be done by the Second Party not later than 30 days of batch completion date. Further delay attracts penalty.


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- iv. The Second Party shall maintain the database of each candidate being trained in specified trade / skill, placed beneficiary with the Name of Employer, Contact number, salary and designation of the trained youth and the same needs to be shared with First Party and to be updated to the First Party regularly for a period of one year on a quarterly basis.
- v. The Second Party shall carry out continuous follow up with Employer Agency and will track the aspirants for at least one year after they start working. Second Party shall facilitate opening a bank account at a location close to the area / location of placement if the company has not opened it where placement has taken place. Where ever possible, Hostel arrangements etc may be facilitated by the Second Party in order to ensure better retention of placed youth in the Jobs. Post Placement report should be submitted after 3 months of placement to the First Party. The Second Party to ensure every youth placed provides his bank passbook with salary updated for 3 months for claiming post placement payment or any other equally acceptable and genuine proof of receipt of salary.
- vi. The Second Party should track and submit the post placements tracking report to the First Party on a quarterly basis for at least one year from the date of placement online.
- vii. In case of candidates appeared for the examination and not qualified in the examination, the Second Party should train those candidates on their own cost. The First Party will not pay any amount of the training fee and certification cost and any fees should not be collected from the candidate.
- viii. The not qualified candidates after the examination they should not be given the placements by the Second Party. If Second Party provides the placements to the failed candidates it will not be considered under the placements.
- ix. The certification cost will be borne by the First Party once only per each candidate

Third Party Certification


The Second Party shall provide course assessment by a Third Party certification to all the candidates who have completed the training successfully with minimum attendance of 75% during the training period. The certificate provided to the candidate shall carry MEPMA and REEMAP Logo and training Partner Logos on the certificate.

First Party finalized Third Party certification process should be followed, the Second Party shall comply to all the certification norms. However certification fee shall be reimbursed to the Second Party by First Party not exceeding the exam fees as per the terms and conditions of the NCVT (which ever less)

The courses of IT & ITES should have keyboard practice of minimum 25 words per minute without seeing the keyboard. This should be mandatory for all the trainings of computer related courses.

j. Documentation & Monitoring

- i. The Second Party shall at all times maintain proper documentation at the training centre of all reports and process documents associated with the Training and placement programme/s such as inception report, placements report, post placements reports, staff & trainees' attendance report, mess register, visitors register, etc and make the same available for inspection and verification by the First Party.



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- ii. The Second Party shall update the details of the youth in First Party's Software in the given time frame on the following activities:
 - Training Centre details
 - Quality Parameter details
 - Inception details
 - Planner and execution report
 - Boarding & Lodging
 - Placement details
 - Post placement reports and tracking reports updation on a regular basis upto one year after placement
- iii. A detailed table of software updation processes to be done by the Second Party is mentioned in APPENDIX III. The First Party shall consider the same data which is entered and strictly follow all the processes as per the data available in the First Party's Software as mentioned in APPENDIX III.
- iv. The Second Party shall be willing to upgrade itself technically to imbibe new technology or applications introduced by the First Party whether for administrative purposes or for methodology of training.
- v. If any Training center or any franchisee and/ or trainer/faculty member of the Second Party or its franchisee is found to deviate from the standards prescribed herein or as per the norms of First Party, or have failed in delivering the modules or the training activities properly, the First Party shall notify the Second Party to replace the concerned training center or Franchisee and/ or trainer/faculty member and the Second Party shall comply with the requirement of the First Party within one month of receipt of the Notice.

K. The Second Party's Personnel

- i. The Second Party should have adequate training staff for conducting the training and placement programmes awarded to them by the First Party. The Parties understand, admit and acknowledge that the personnel engaged by the Second Party shall not be the employees of the First Party and there shall not be any relationship between such personnel and the First Party.
- ii. The CVs of the qualified Team Leader and core Project Team/ trainers/faculty members shall be submitted by the Second Party to the First Party for approval along with the course plan before award of Training Programme to them. Telugu Speaking Trainers with command over reading & writing of Telugu are preferred. One of the key team members should be qualified in IT.
- iii. The Second Party shall put in place a dedicated training centre coordinator for each training centre who will be the point of contact for that training centre. The contact details of the training centre coordinator shall be displayed in the CGG portal.
- iv. The Second Party shall ensure that the trainers /faculty members at all their training centers shall have ID Cards as per the norms of the First Party and the trainers /faculty members mark their attendance through the bio-metric system at the Centre.
- v. The Second Party shall ensure that the trainers are given TOT or TTT at regular intervals and their assessments are submitted to the First Party.


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- vi. A district mobilization coordinator shall be positioned by the training partner who has to liaise with DLHS & PD MEPMA and depute personnel to various mobilization camps / orientation meets of youth, parents, CBOs etc.

I. Location

The Services shall be performed at different locations in the state of Andhra Pradesh in accordance with work orders issued by the First Party, representative of First Party pursuant to this Agreement.

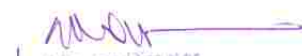
m. Delays:

The Second Party shall proactively do all the timely coordination between the First Party to ensure timely completion of its part. The Second Party shall also provide to the First Party all the necessary data required for expeditious decision making. If the services are impeded or delayed in spite of best efforts by the Second Party, suitable time extension may be considered by the First Party provided First Party is satisfied/ convinced about the reasons given by the Second Party.

3. PAYMENT

3.1 Training Fees

- a. The Training Fee as quoted by the Second Party and accepted by the First Party is inclusive of all costs and taxes applicable including a) uniform , b) Training infrastructure c) training material d) Exposure visit e) OJT etc. and shall be agreed for each course under each sector.
- b. The First Party shall pay the Second Party Training Fees at the rates of Training Fee agreed for each course and as detailed in Appendix –II (Payment Norms) subject to the terms and conditions of this agreement and work order issued by the First Party for the respective Training Programme.
- c. The number of Trainees (agreed minimum no. of youth in a batch for the particular course) undergoing a particular course and the percentage of placements and retention of trainees under that course will be based on the inception report submitted by the Second Party within 15 days of starting of a batch. To be considered in the inception report as a trainee, a youth would have to register a minimum attendance of 8 days of first 15 days (through bio-metric system)
- d. The First Party shall pay Training Fee to the Second Party in four tranches the following manner:
 - i. First Tranche equivalent to 25% of Training Fee upon submission of inception report to the satisfaction of the First Party.
 - ii. Second Tranche Certification fees as approved by MEPMA uploaded within 10 days after the examination completion, checked and approved by First Party
 - iii. Third Tranche equivalent to 40% of Training Fee upon satisfactory submission of Placement report submitted / uploaded within 30 days of batch completion, checked and approved by First Party
 - iv. Fourth Tranche equivalent to 25% of Training Fee upon completion of three (03) months from successful placement based on submission of Post placement report to the satisfaction of the First Party within 15 days.
 - v. Fifth Tranche equivalent to 10% of Training Fee upon completion of Twelve (12) months from successful placement based on submission of Post placement Tracking reports to the satisfaction of First Party.


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- Second Party shall be eligible for the full amount of second Tranche payment of the candidates who attended 75% and appeared for Exam.
- The Second Party shall be eligible for the full amount of Third Tranche payment of the Training Fee only if it has achieved a placement of 75% or more of the trainees in the batch. The Second Party shall be eligible for pro-rata amount of Third Tranche payment of the Training Fee only if it has achieved a placement of 61% - 74% of the trainees in the batch and the Third Party shall not be eligible for the second Tranche payment of the Training Fee if it has not achieved placement of at least 60% of the trainees in the batch.
- The Second Party shall be eligible for the full amount of the Fourth Tranche payment of the Training Fee only if it has achieved retention of 75% or more of the trainees in the batch. The Second Party shall be eligible for pro-rata amount of the Fourth Tranche payment of the Training Fee only if it has achieved a retention of 61% - 74% of the trainees in the batch and the Second Party shall not be eligible for the Fourth Tranche payment of the Training Fee if it has not achieved retention of at least 60% of the trainees in the batch.
- The Second Party shall continue to track and counsel the trainees after the placement for at least 12 months after placing in jobs and submit to the First Party Post placement tracking reports with respect to the batch at the end of 6th, 9th and 12th month after the placement. The Second Party shall be eligible for the full amount of the Fifth Tranche payment of the Training Fee upon updating the status of all the trainees in the batch to the First Party. For tracking of 75% of the retention candidates they get full payment and below 60% they will not be eligible any amount and 61-74% payment will be made on prorata basis.

3.2 Boarding and Lodging (if mandated)

- At the instance of the First Party, If the residential accommodation is provided by the Second Party, the First Party shall reimburse the Boarding and lodging expenses to the Second Party in accordance with Table 2 of Appendix II and in the following manner:
 - The rate of reimbursement shall be Rs. 2400/- per month per residential trainee in Metros and Rs. 2100/- per month per residential trainee in Non-Metros. Trainees registering 80% and above attendance per month (through bio-metric system wherever applicable) will be treated as having full attendance and the Training Provider/Institution shall be eligible for full reimbursement for boarding & lodging expense (as mentioned above) of such trainees. Reimbursement of Boarding & lodging expenses of trainees registering attendance of less than 80% but above 40% will be paid on pro rata basis. Any Trainee registering attendance of less than 40% after inception report is generated will be treated as a drop-out from the course and no reimbursement for boarding & lodging expense shall be paid to the Second Party in the case of such trainees who have been deemed as drop-outs from next month onwards.
 - The Reimbursement of Boarding & lodging expenses shall be made by the First Party on a monthly basis
 - The Rate of reimbursement mentioned above shall include all expenses and taxes.

3.3 Suspension of Payments / penalties by First Party

- In the case there are significant deficiencies in Services by the Second Party, causing adverse effect on the Training Programme of the First Party or on the reputation of the First Party, the First Party or his/her designate may initiate and finalize any of the following penal action against the Second Party:


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- issue of warnings for minor deficiencies
- imposing a penalty
- debarring the Second Party for a specified period as per the policy of the First Party

b. First Party may by written notice to Second Party, suspend all the payments to Second Party here under (except in relation to those services which have been performed) if Second Party fails to perform any of its obligations under this Agreement, including carrying out the services, provided that such notice of suspension shall specify the nature of failure and call for the explanation of the Second Party for such failure within a period not exceeding (07) days after the receipt by Second Party of such notice of suspension.

c. Penalty for Deficiency in quality

In case of any deficiency in quality of the service delivered by the Second Party with respect to Training centers not meeting standards as prescribed, Minimum guaranteed skills not delivered as assured and deficiencies with respect to placement services, the First Party shall impose penalty as deemed fit on the Second Party, subject to a maximum of 25% (Twenty five per cent) of the total training and Placement fee applicable for that particular batch.

d. Other Penalties

Notwithstanding anything contained herein and without prejudice to its rights and entitlements the First Party may have under this Agreement or under any other law and equity, In case of violations / deviations for the conditions in the agreement, guidelines and norms of First Party by the Second Party, the First Party by a written notice of not less than (07) days to Second Party can impose penalty, reduce or suspend further targets, cut in payment or suspend the payments (monetary) to the Second Party besides recovery of the same by invoking the Guarantee. Where the Guarantee is invoked either in part or in full, it shall be the responsibility of the Second Party to replenish the Guarantee within 7 (days) of such invocation failing to do so shall amount to a default or non-compliance of its obligations leading to termination of the Agreement.


4. COMMENCEMENT AND COMPLETION

a. Tenure of Agreement

This Agreement shall come into force from the date of this Agreement or Date (the "Effective Date") and shall be valid upto **31.03.2015** unless determined earlier.

b. Commencement of Services

The Second Party shall commence its performance of Service within a period of 7 (seven) days from the receipt of work orders, unless otherwise agreed by the Parties. The First Party will issue the work order with the approval of the District Collectors after due verification of various parameters of training centers and with infrastructure facilities.


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5. RIGHTS AND OBLIGATIONS

The mutual rights and obligations of the Parties shall be as stipulated in the Agreement, and in particular:

- a. Second Party shall train and provide placements to the identified Urban unemployed youth from the different districts of Andhra Pradesh under the Training Programme prescribed by the First Party in accordance with the provisions of the Agreement; and
- b. **Standards of Performance by the Second Party** - The Second Party shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate training, materials and methods. The Second Party shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the First Party, and shall at all times support and safeguard the First Party's legitimate interests in any dealings with Third Parties.
- c. The Second Party shall at all times during the currency of the Agreement undertake to conform to and comply with all relevant laws, rules and regulations.
- d. **Utilization of the Training Centre infrastructure of the First Party (in future)** - Wherever available, the First Party shall offer its existing Training Centres for use by the Second Party. In the event the Second Party utilizes the First Party's Training Centres for conducting its training programmes, then the First Party shall deduct an amount of Rs 300 per youth per month from the applicable Training fee payment mentioned under Clause 4.1 above.
- e. The First Party shall make payments to the Second Party in accordance with the provisions of the Agreement.

6. EMPANELMENT GUARANTEE

- a. The Second Party, for due performance of its obligations submitted an Empanelment Guarantee, for Rs 5,00,000, in the form of a Bank Guarantee No.003GT02121210007 dated 30-Apr-2012. Issued by HDFC Bank, K.G. Marg, New Delhi 110001 Branch, valid upto 31-Mar-2015. The Second Party shall renew the Bank Guarantee on an annual basis so that the Empanelment Guarantee shall remain valid for a period of three years from the Effective date and failure to do so shall be a default in the discharge of its obligations leading to termination of the Agreement without any prior notice.
- b. The First Party shall have the right to invoke and appropriate the proceeds of the Empanelment Guarantee, in whole or in part, either to recover the penalties due from the Second Party or on termination.


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7. Force Majeure (FM) Event

a. The Parties shall not be liable to each other for failure or delay in the performance of any of its obligations under this Agreement for the time and to the extent such failure or delay is caused by riots, civil commotion, wars, hostilities between nations, government laws, orders regulations, embargos, action by the government(s) or any agency thereof act of God, storms, fires, accidents, strikes, sabotages, explosions, or other similar or different categories beyond the reasonable control of the respective parties to this Agreement.

b. In the event that either party is wholly or in part, prevented from or hindered in carrying out or observing any of the terms or conditions of this Agreement for any cause set forth hereinabove, such party shall give written notice to the other party by the most expeditious means as soon as possible after the occurrence of the cause relied on, giving full particulars of the reason for such prevention or hindrances, and the party shall in good faith consult each other and take necessary measures for the resolution of the affairs so prevented or hindered during a period of 60 days to resolve the issue. Where any Party is unable to resume the works and unable to resolve the said issues, may terminate the Agreement with a 30 (thirty) days prior notice to the other Party in which case, subject to recovery of any penalties or other dues the Guarantee shall be returned by the First Party.

8. TERMINATION AND CONSEQUENCES

8.1 Termination

Notwithstanding anything contain in any one of the provisions, clauses of the Agreement.


a. First Party may terminate this agreement by written notice of not less than 10 days to the Second Party, on the occurrence of any of the events specified below.

- I. If Second Party does not remedy a failure in the performance of its obligations under this Agreement, within 10 days of receipt after being notified or within such further period as First Party may have subsequently approved in writing;
- II. If Second Party become insolvent or bankrupt;
- III. If the Second Party commits a breach on the representation and warranties as provided hereinafter or is found to engage in any prohibited practices or has committed Fraud or is involved in corrupt Practices specified in this agreement
- IV. If any criminal proceedings are initiated against the Second Party by any courts in the country.
- V. Any other breach of the terms under this Agreement by the Second Party.

a. Termination by Second Party

The Second Party may terminate this Agreement, by not less than 30 days written notice to First Party, provide such notice is given after the occurrence of any of the events specified below.

- I. If First Party fails to pay monies due to the Second Party Pursuant to this Agreement and not subject to dispute pursuant this agreement within 60 days (sixty days) after receiving written notice from Second Party that such payment is overdue; or
- II. If the First Party fails to discharges its other obligations under this Agreement.


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8.2 Payment upon Termination

Upon termination of this Agreement by either Part, the First Party shall pay professional fee as per the agreed terms for services under any outstanding work orders satisfactorily performed prior to the effective date of termination deducting the amounts due from the Second Party.

8.3 No Objection

On termination of this agreement, the First Party shall have the right and the Second Party should not have any objection to the First Party appointing a Third Party to complete the services to be performed under the scope of this Agreement and further Second Party shall reimburse all the amount(s) [paid by the First Party] and not utilized by it as part of its services as laid down in this Agreement.

8.4 Black Listing

Where the Agreement is terminated by the First Party due to the defaults of the Second Party, the First Party reserves the right to put the Second Party under Black list depending on the severity of the event of default by the Second Party except in the cases otherwise provided herein.

9. INDEMNITY


Notwithstanding anything to the contrary contained in this Agreement and without prejudice to other rights that the Parties may have under this Agreement and in law, each Party (the "Indemnifying Party") hereby irrevocably indemnifies, defends, saves and hold harmless and irrevocably agrees and undertakes to keep indemnifying, defending, saving and hold harmless, at all times the other Party ("Indemnified Party"), and its respective directors and employees including officers and managers on demand, to the fullest extent permitted by applicable law from and against any and all losses, damages, penalties, costs, charges, reasonable expenses, suits, or legal/quasi legal proceedings of whatever nature, including, without limitation, any legal or other fees and expenses in connection with investigating, disputing, preparing or defending any claim which may be suffered or incurred by the Indemnified Party resulting from or arising out of a breach of any covenant or agreement made or failure to perform (whether in whole or part) any obligation required to be performed by the Indemnifying Party (or any person or representative designated by the Indemnifying Party) under this Agreement.

10. CONFIDENTIALITY

- a. Subject to Clause b below, each Party agrees that it will keep confidential and shall not disclose to any third Person any Confidential Information with respect to the Training Programme and the Services.
- b. Exceptions

A Party may disclose Confidential Information:

- I. to the extent to which it is required to be disclosed pursuant to Applicable Law;
- II. to the extent to which it is specifically permitted by the other Party in writing;



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- III. to the extent that the Confidential Information is publicly available (other than as the result of a breach by such Party of its confidentiality obligation under Clause 1 above); and
- IV. to its employees and professional advisors, but only to the extent necessary and subject to such employees and professional advisors accepting an equivalent confidentiality obligation to that set out in this Clause Confidentiality.

11. FRAUD AND CORRUPT PRACTICES

- a. The Second Party and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the First Party shall be entitled to terminate this Agreement forthwith by a communication in writing to the Second Party, without being liable in any manner whatsoever to the Second Party, if it determines that the Second Party has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the First Party shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the First Party towards, inter alia, the time, cost and effort of the First Party, without prejudice to the First Party's any other rights or remedy hereunder or in law.
- b. Without prejudice to the rights of the First Party under this Clause above and the other rights and remedies which the First Party may have under this Agreement, if the Second Party is found by the First Party to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Second Party shall be Black listed for a period of at least 2 (two) years from the date the Second Party is found by the First Party to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- c. The following terms shall have the meaning hereinafter respectively assigned to them:
 - i. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process
 - ii. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
 - iii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the First Party with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; and
 - v. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process

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12. APPLICABLE LAWS

The Second Party shall perform the Services in accordance with the Applicable Laws and rules made there under and the orders of the Government issued from time to time and shall take all practicable steps to ensure that the Personnel and agents of the Second Party, comply with the Applicable Laws.

13. ASSIGNMENT

The Second Party shall not assign or transfer or purport to assign or transfer any of its rights or obligations under this Agreement. However, the Second Party may appoint franchisee for conducting the Training Programme on its behalf subject to approval of the franchisee agreement/s and proposed training centers by the First Party as per the conditions laid by First Party from time to time. This shall not be construed as assignment of rights and obligations of the Second Party.

14. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Hyderabad shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

15. DISPUTE RESOLUTION

a. Amicable settlement


Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Sub Clause (c) below. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

b. Appeal

In the event of any Dispute between the Parties and the parties are not able to settle or in the event of one party is aggrieved by an action of the other Party, either Party may appeal in writing not later than 15 (fifteen) days from the date of occurrence of the dispute to the Secretary to Government, Municipal administration and Urban Development Department, Government of Andhra Pradesh whose decision shall be final and binding on the Parties.

16. SEVERANCE

If any provision of this Agreement is rendered void, illegal, or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provisions hereof shall in no way affect or impair the legality,

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validity or enforcement of any other provision, or any part thereof. Should any provision of this Agreement be or become ineffective the Parties shall in good faith use reasonable endeavors to agree upon a new provision which shall as nearly as possible have the same commercial effect as the ineffective provision, to be substituted for the provision so found to be void or unenforceable.

17. WAIVER

The failure of any Party to insist, in one or more instances, upon strict performance of the obligations of this Agreement, or to exercise any rights contained herein, shall not be construed as waiver, or relinquishment for the future, of such obligation or right, which shall remain and continue in full force and effect.

18. SURVIVAL

On termination of this Agreement, No Objection, Clause Indemnity, Clause Notice, Clause Confidentiality and Clause Arbitration shall survive.

19. MODIFICATION OF AGREEMENT


Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between both the Parties. No Amendment for change hereof or addition hereto shall be effective or binding on either of the parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the parties hereto.

20. REPRESENTATION AND WARRANTIES

- a. The Parties hereby represent and warrant to each other that;
 - i. It is duly established and existing under the laws of jurisdiction stated against its name of this Agreement and as the legal power and authority by virtue of statute/resolution, to sign this Agreement, perform and comply with its duties and obligations under this agreement.
 - ii. This agreement constitutes legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
 - iii. There are no actions, suits, writs or proceedings pending or, to the best knowledge against it before any court, governmental instrumentality or arbitral tribunal or quasi-judicial authority that restrains it from performing its duties and obligations under this agreement; and
 - iv. No representation or warranty made herein contains any untrue statement based on the facts and circumstances.
- b. The Second Party represents and warrants to the First Party that the information furnished in the Bid and as updated/clarified on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;

21. RELATION BETWEEN THE PARTIES

This Agreement shall not constitute the appointment of either Party as the legal representative or agent of the other Party. No Party to this Agreement shall have any right or authority to create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the

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other Party to this Agreement, and except as specifically and expressly provided in this Agreement, neither Party shall assume or be responsible for any liability or obligation of any nature of, or any liability or obligation that arises from any act or omission of the other party, however or whenever it arises. This Agreement is entered as between Principal to Principal.

22. LANGUAGE

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

23. NOTICES

- a. Any notice pursuant to this MOA shall be in writing signed by (or by some person duly authorized by) the person giving it and may be served by leaving it or sending it by facsimile, email, recorded delivery or registered post addressed as follows (or to such other address as shall have been duly notified by the Parties):

If to the First Party:

Attention: Mission Director

Address:

Mission for Elimination of Poverty in Municipal Areas (MEPMA)

Municipal Administration Urban Development, Govt. of Andhra Pradesh.

Office at 3rd Floor,

E-in-C (Public Health Office Building)

AC guards Hyderabad - 500 004


Phone: +91-40-23378955, Fax: +91-40-23379044 Email: ryk.mepma@apmepma.gov.in

If to the Second Party:

Attention: Head Legal

Address: Centum Learning Limited, 127, Neelagagn, Mandi Road, Sultanpur, Mehrauli, New Delhi-110030

- b. All notices given on the address above shall be deemed to have been served as follows:
- I. If delivered by hand, at the time of delivery;
 - II. If communicated by facsimile, on receipt of confirmation of successful transmission;
 - III. If communicated by email, on receipt of confirmation of successful delivery; and
 - IV. If sent by registered post with acknowledgement due, on receipt of such acknowledgement from the recipient.
- c. All notices communicated by facsimile or email shall be followed by a copy thereof being sent by registered post or recorded delivery to the addresses specified above.


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- d. A notice or other communication received on a day other than a business day, or after business hours in the place of receipt shall be deemed to be given on the following business day in such place.
- e. For the purposes of this clause, the term business day shall mean a day other than second Saturday or Sunday and public holiday in accordance with the Official Calendar of The Government of Andhra Pradesh.
- f. Either party may, from time to time change its address or representative for receipt of notices provided for in this agreement by giving to the other party not less than 10 (Ten) business days prior written notice in the same manner provided for in this clause.

24. AUTHORIZED REPRESENTATIVES

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the First Party or the Second Party, as the case may be, may be taken or executed by the officials specified in this Clause 1.10. The First Party i.e., MD, MEPMA or any official delegated by him from time to time.

Unless otherwise notified, the Second Party's Representative shall be:

Name of the person and address...

25. FAIRNESS AND GOOD FAITH


The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

26. TAXES AND DUTIES

Unless otherwise specified in the Agreement, the Second Party shall pay, all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws, for which First Party may liable to pay because of entering into the agreement and fulfilling the obligations by the First Party. The Second Party shall not have any right to claim of such taxes, duties, fees and other impositions etc., from the First Party.

27. OPERATION OF THE AGREEMENT

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this clause shall give rise to a Dispute that may be got resolved as provided herein.


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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be made in English and executed by their respective duly authorized representatives of the day and the year first above written

For

For CENTUM LEARNING LTD

Mission for Elimination of Poverty in Municipal Areas (MEPMA)(First Party)

(Second Party)

Name:

Kamini Prasad

Designation:

Name: Kamini Prasad

Date:

Designation: Chief Operating Officer

Date:

In the presence of:

Varun

In the Presence of:

Table 1 Signature

Table 1 Signature

Name

Name VARUN RAINA

Address

Address NEW DELHI

Table 1 Signature

Table 1 Signature

Sameer

Name

Name SAMEER MATHUR

Address

Address NOIDA

for Mission Director
Mission for Elimination of Poverty
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APPENDIX – I : Minimum Infrastructure Norms

Table 1 – Specifications for Minimum Training Centre Infrastructure

Particulars	Specifications for Minimum Infrastructure
Theory Classroom	With a Minimum capacity of 40 Chairs
	White / Black Boards – 1
	Notice Board – 1
	Almarah -1
	Ceiling Fans-2
Practical Room	(A) In case of Computer related courses : Students (IT related Course 1:3)
	(B) In case of other courses: Tools and equipment, infrastructure as per the norms of NCVT
	(C) Common Infrastructure: for all trainings
Other Facilities	Drinking Water
	Separate Wash Rooms for Boys & Girls
	Electricity
	UPS for Computers
	Stand by Generator for Lighting, Fans and other purpose
Study Material	Hand Books Related to Course
	Motivational Story Books
	Motivational Movies
	Magazines
	News Papers
Documentation & Biometric Device	Attendance Registers (Trainers & Trainees)
	Visitors Register
	Trainees Assessment Reports
	Biometric Device



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Table 2: Minimum IT Infrastructure

The below specified minimum IT Infrastructure shall be available with all the Training Institutes.

- o One Desk Top with 3GB RAM, 300GB, 20" LCD, Key Board, Mouse, Speakers and mike. Windows7 Operating system is preferable.
- o One Broad band with at least 512Kbps unlimited connectivity for best web based video (preferable 1MBPS).
- o One GPRS based Bio-metric device with battery and AC supply for attendance.
- o One High resolution 5 MP webcam with 640x480, up to 30 fps
- o (optional) LCD projector (4000 lumens) with Screen and 10mt. cable for training on Audio/Visual content.

The IT infrastructure specified needs to be in place at the time of letter of award of target.

Table 3 - Minimum requirements for Residential Facilities (if required)

Particulars	Specifications
Hostels	Separate hostels for boys & girls
Distance from training center	Maximum of 2 kms & preferably within 1 KM.
Room : Students	30 Sq. Feet : 01 student
Bath Rooms / Toilets : Students	1:5 Ratio .Not more than 1:8
Food Menu	Week wise food menu should be displayed in the hostel (Minimum of 2.2 Kilo Calories per Day)
Drinking Water	Pure drinking water with good containers
Telephone (Coin Box)	Phone calls may be allowed in the specific time
First Aid Kit	First Aid Kit is compulsory
Medical Facility	On Call doctor facility
Warden	Separate Wardens for boys & girls
Security Guard	Security Guard service should be available round the clock
Wash Area	Area for cleaning the clothes
Registers	Attendance and Mess registers are compulsory
Hygiene	Kitchen, Dining Area and Toilets should be kept clean and the hostel rooms should be properly ventilated.

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Table 4 – Display material at the training centre

Particulars	Specifications
Training Center display board	A board outside the training center permanent showing the RYK/MEPMA and LOGO and the Training Partner name
	Inside the training center, at one prominent place, the following boards should be displayed.
Course details boards	Course start date, end date
	Timings of the course
	Time table & session plan
	Entitlements of the students
	Jobs identified duly showing the name of the company / Establishment, its location, designation and salary
	Name of the instructors with their educational qualifications and experience.

Table 5 – Bio-metric device specifications should be followed by the Training Partner before synchronizing the device with CGG server

- TFT display (Suggested only when capturing of images is planned)
- High Resolution Optical Fingerprint Scanner minimum 500 DPI
- Biometrics only Authentication
- USB Port, TCP / IP
- In built GPRS modem in the device
- In-device authentication
- Person name and ID display, Photo display
- Automatic Server to Device Synchronized
- Lowest Fingerprint Data Storage
- FAR – near 0.001% and FRR near 0.01%
- In-built battery backup of minimum 4 hours
- Automatic Fingerprint Detection and Activation
- Online or Offline Transmission of data (preferably online and can manage the device through web base application. Data should be centrally collected)


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- Any standards Certification
- Image dimensions: minimum 280x352 pixels
- Field distortion <0.1% corrected over active area
- MTF contrast >0.135 @ 10 cycles / mm sine wave
- Finger Capture Device: Optical Sensor Based, Multispectral technology desirable
- Resolution: Minimum 500 DPI Image
- Interface to Host: USB / Comport
- Supported operating System: Linux is preferable / Windows XP
- Suitable enclosure with lock and key for biometric devices with Wall mounting accessories for physical security and tempering

The following to be implemented by the Training Partner

- 100% attendance from all the training centers on daily basis
- All 10 finger prints of the Youth shall be enrolled
- The finger print data should not only be stored locally on the device but it should also be uploaded to the server
- Once candidate's registration is completed and batches frozen there shall no scope for editing date and names at device level
- Consolidate attendance-day wise for given period, candidate wise as well as for the full training period (at the end of the training) should be seen in the device.
- Along with the candidates ID and Name of the candidate also should appear
- One machine will be used only at one training center. Even if training center belongs to the same Sub-Mission.
- Provide print facilities so that attendance can be printed and filled.
- Device pulling should be done only once after 7.00 p.m. of the day.

The following are not permitted

- Date and time setting are not allowed.
- Delete and Edit option should be blocked.

The device registered and not in use more than 3 months it will be automatically delete from the CGG software

Attendance

- Attendance should be club of 1st IN followed by last OUT


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APPENDIX - II: PAYMENT NORMS

TABLE 1: Payment norms for Training Fees

Mode of	Installment	Frequency	Rate	Conditions*
Performance to be considered in linked payment of training fees Training fee includes cost of a) uniform, b) Training infrastructure c) Training material d) Exposure visit e) OJT etc.,	First Trench	<ul style="list-style-type: none"> Based on inception report to be submitted by the 15th day from the starting of batch Payment within 15 days of approval of inception report 	25% of training fee	<ul style="list-style-type: none"> To be considered in the inception report as a trainee, a youth would have to have min. 8 days of attendance out of 15 days.
	Second Trench	<ul style="list-style-type: none"> Cost of Third Party certification 	Rs.800/- as per NCVT norm or proposed by certify agency whichever is less	<ul style="list-style-type: none"> Payment after 10 days of examination of the candidates attending regularly of 75% of attendance during the course duration will be eligible.
	Third Trench	<ul style="list-style-type: none"> Based on Placement report to be submitted within 30 days from the date of completion of training The report to be checked and approved by PD/DLHS Payment within 15 days of approval of placement report 	40% of training fee	<ul style="list-style-type: none"> 0-60% placements:- no payment 61-74% placements:- Payment on prorata basis 75% and above placements:- full payment <p>(only those youth who have qualified in the certification process subject to 75% of the attendance during the training period)</p> <p>IT/ITES courses should have typing speed of minimum 25 WPM without seeing the keyboard</p>
	Fourth Trench	<ul style="list-style-type: none"> Based on the post placement report submitted after 3 months from placements and verified by PD/DLHS Payment within 15 days of approval of placement report 	25% of training fee	<ul style="list-style-type: none"> 0-60% retention up to 3 months: no payment 61-74% retention up to 3 months on pro-rata basis 75% and above retention up to 3 month full payment subject to verification
	Fifth Trench	<ul style="list-style-type: none"> Based on the post placement tracking every quarter i.e., 6th, 9th, 12th month from the date of placements Payment within 15 days of approval of last post placement training report 	10% of training fee	<ul style="list-style-type: none"> Full payment at the end of 12 months upon updating the status of all the trainees to RYK / MEPMA web from the date of placement. 0-60% updating post placement tracking:- no payment 61-74% post placement tracking on pro-rata basis 75% and above post placement tracking full payment subject to verification

* Please note that the placements and retention percentages will be calculated on the basis of inception report


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Table 2 – Payment norms for Reimbursement of Boarding & Lodging Expenses (if required)

Mode of Payment	Installment	Frequency	Rate	Conditions
Reimbursement to the provider (includes all expenses and taxes)	Upto inception based on Biometric attendance in class room	Monthly payments	Metros 2400/- month	80% and above attendance per month will be treated as full attendance. Attendance less than 80% will be paid on pro rata basis. Any youth having attendance less than 40% after inception report is generated will be treated as drop-out from the course
			Non Metros:-2100/- month	

Table 3 – Course wise training fee

S. No.	Course Name	Qualification	Duration (In days)	Course fee per candidate including all taxes applicable	Minimum starting salary
1	Computer Assistant & Data Entry Operator	SSC	60	5000	Rs.5000/- per month + PF and ESI
2	Computer Maintenance & Hardware	SSC	75	5500	Rs.5000/- per month + PF and ESI
3	Networking	12 th Pass / Inter Pass	75	6500	Rs.5000/- per month + PF and ESI
4	BPO (Voice Based)	Degree	90	6000	Rs.5000/- per month + PF and ESI
5	Web Designing	Degree / Inter Pass	90	7000	Rs.5000/- per month + PF and ESI
6	Customer Relation and Sales - Retail	SSC	60	6500	Rs.5000/- per month + PF and ESI
7	Sales and Marketing - Retail	SSC	60	6500	Rs.5000/- per month + PF and ESI
8	Cell Phone Repair	SSC	60	6300	Rs.5000/- per month + PF and ESI

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APPENDIX - III: Software requirements & Processes

Table 1: Software Updation

S. No.	Software Updation
1	Training centre details
2	Selection of candidates in software
3	Registering candidates into bio-metric system
4	Finalization of batch and confirmation from training partner head office
5	Uploading the inception bills
6	Daily biometric attendances
7	Uploading the boarding & lodging monthly bills
8	Uploading batch status & quality parameters online continuously
9	Placements updation and sending to DLHS/PD
10	Uploading the placement linked installment bill
11	Updating the post placement verification report
12	Uploading post placement bills



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Table21: MEPMA SOFTWARE PROCESS


Activity	Responsibility centre	Day	Software process
Master	Training Partner		Registering the bank details, Training center details and Bio-metric device
	PD/DLHS		Registering the bank details, Training center details and Bio-metric device for MEPMA own centers
Batch Planning	DLHS	-21	In coordination with training partner and quarterly admin approval
Call Center issuing	DLHS	(-12 to -10)	Filtering the database according to the relevance and preferences and posting.
Batch mapping	Training partner (Dist Login)	0 to 15	Mapping the candidates and registering them to the bio-metric id generated
	Inception process		
Activity	Responsibility centre	Day	Software process
Inception bill generation	Training Partner (Dist Login)	12 th to 15 th	Partner at district level chooses the candidates to be sent to head quarters wherein a bill proforma is also generated along with the list of the candidates if partner fails to do so system automatically calculates 8/15 attendance and forwards the batch to Head office level
Inception bill generation	Training Partner HO	15 th onwards (Day X)	Training partner finalizes the batch coordinating with district level and forwards the batch to PD/DLHS along with the bill proforma . MEPMA intends to e-process all files through digital signatures after which these proforma bills will be formalized as original bills
Inception bill generation	PD/DLHS	(Day X to X+3)	PD/DLHS verifies the batch and forwards to PD with reference of quarterly admin approvals already taken from Dist. Collector If PD/DLHS fails to forward on the third day from the date the batch is forwarded to him, the system automatically forwards the batch to PD

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	PD	Day X+3 to X+10	<p>Financial proceedings are automatically generated and forwarded to PD, MEPMA</p> <p>PD, MEPMA is supposed to clear the bill within 7 working days failing to which alerts are send to MD, MEPMA</p>
Attendance & Food Bills for future requirement			
Activity	Responsibility centre	Day	Software process
Attendance calculation	Software		<p>Software automatically calculates the attendance using bio-metric system.</p> <p>All Sundays and holidays are calculated present if the preceding and succeeding days are present only.</p> <p>If any candidate has less than 40% attendance after one month, He will be automatically dropped from system.</p>
Food bill calculation	Software	Month (30 days)	<p>If 80% and above system calculates full amount If less than 80%, system calculates pro-rata.</p> <p>For candidates having 40% below and dropped, system will not allow any more food bills from the succeeding month onwards.</p>
Food bill	Training partner (dist. Login)	monthly	<p>If 80% and above system calculates full amount If less than 80%, system calculates pro-rata.</p> <p>For candidates having 40% below and dropped, system will not allow any more food bills from the succeeding month onwards.</p>
	Training partner (Dist. Login)	Monthly	<p>Generates and forwards the proforma bill to Training Partner HO along with System generated candidate wise attendance based costs.</p> <p>If Dist Partner fails to forward it even after 3 working days from the date of completion of 30 days of that installment, System verifies for Bio-metric Sync and automatically forwards the bill and Individual candidate-wise attendance sheet to Tr.Prtr HO.</p>

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	PD/DLHS	Monthly (Y)	Officially forwards to DLHSs.
	PD/DLHS	Monthly (Y+3)	Forwards to PD, MEPMA after verification, and if fails to do so within 3 working days, the bill is automatically transferred to PD, MEPMA as an auto generated proceeding.
Placement Process			
Activity	Responsibility centre	Day	Software process
Placement companies registration	Training partner	On-going	Training Partners register all the companies with which they have tie-ups.
	MEPMA Admin	On-going	MEPMA HO will either map the Training partner and organization details entered to the already existing database of companies or Add as a new organization. This will help MEPMA in analysis and evaluation of sector/Industry and the recruiting organization along with the training partner Performance.
Placement selection	Training Partner (Dist. Level)	Max by 30 th day of completion of training	Training partner at district level will select the companies from already existing company list and map youth and for placements providing details of salary, designation etc.
	Training partner (HO level)	Max by 15 th day of completion of training (Z)	Training Partner at HO level reconfirms and forward to DLHS
	DLHS		Physically verifies the placements and approves the batch.
Third Party Certification	Presence of MEPMA District staff	Before completion of the training or within one week of completion of the training	By the Third Party certifying agency identified by the training partner / MEPMA
Inspection of Training centers	PD/Commissioner/ DLHS/PRP/TPRO/STSPS /AMD/MD/Third Party	At least 3 times during the course	As per the format and updation at web for ranking

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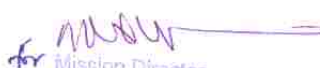

APPENDIX - IV: Common topics to be covered in all trainings *

S. No.	Counseling	Soft Skills	Computers
1	Awareness of the program	Induction & self sustenance skills	Introduction to computers
2	Importance of change	Employability skills	MS-Word
3	Decision making skills	Job Readiness	MS-Excel
4	Grooming & Hygiene	Company Expectations	MS-PowerPoint
5	Setting up kitchen advantages & benefits	Transformal Skills (Attitude)	Internet & website concepts
6	Time management		
7	Addressing personal issues		
8	Awareness generation		
9	Breaking Mental Blocks		
10	Post placement counseling		

* Shall be continuously revise and improved by both the parties

APPENDIX - V: other important guidelines of the training programme.

Particulars	Specifications
Training session timings(Partners should follow either of the two schedules for every batch)	4 to 5 hours as approved by the Dist. PD
Evaluation of the student's skill development	One evaluation in every 15 days (during and at the end of the training.
	Score/marks should be maintained
Mode of training	70%of the training should be hands-on (practical mode)
	30% class room instruction (lecture mode)
	For all the courses 10-15% of the curriculum shall be focused on soft skills and grooming.
	The curriculum should be prepared as per the EGMM/MES courses.


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APPENDIX - VI: Inspection Format and Ranking (to be replaced by REEMAP format)

Name of the DPMU----- District__

Name of the ULB ____

Select ULB_


Batch Number__ Batch Code__

Date of visit__

Name of the Inspection Officer:_____

Designation: MD/AMD/SLHS/State Level Specialist/PD/Commissioner/DLHS/TPrO/PRP/Others

S. No	Particulars	Findings	Rating	Max marks - 10
1	Name of the training partner			
2	Name & Address of the franchise			
3	Address of the Training Center & Contact No.			
4	Name of the course			
5	Date of starting of the training			
6	Duration of training			
7	Date of completion of the training			
8	Timings of the training			
9	Time of Inspection			
10	No. of Students registered on-line for the particular batch			
11	No of Students present at the time of inspection	Number	<ul style="list-style-type: none"> If it is 80% above 2 marks If it is 60-80% 1 mark Less than 60% no marks 	2
12	Whether ID cards are issued to all the students	Yes/No	<ul style="list-style-type: none"> If yes 1 mark If no, no mark 	1
13	Whether Course material supplied to all the students	Yes/No	<ul style="list-style-type: none"> If supplied 1 mark If not, no mark 	1
14	Whether session schedule is as per session plan mentioned in the MoU	Yes/No	<ul style="list-style-type: none"> If yes 1 mark If no, no mark 	1
15.a	Name of faculty	Text		
15.b	Qualifications of the faculty	Select Box	<ul style="list-style-type: none"> Faculty with PG qualification in 	1


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			related subject 1 mark • Faculty with graduation and below 0.5 mark	
15.c	Learning and motivation levels of the trainees	Yes/No	• If yes 1 mark • If no, no mark	1
16.a	Whether banner displayed at the center contains the Logos of MEPMA & RYK &	Yes/No	• If yes 1 mark If no, no mark	0.5
16.b	Whether batch dates & timings are displayed in the banner	Yes/No	• If yes 1 mark If no, no mark	0.5
17	Infrastructure facilities at the center	Yes/No	• If yes 1 mark If no, no mark	1
18	Whether any fees are collected from students towards training, course material or in any other name	Yes/No If yes, details		
19	Whether all students in one session / section belong to the same batch	Yes/No If yes, details		
20	Whether any students of non-MEPMA/ RYK scheme are mixed up with MEPMA/RYK students	Yes/No If yes, details		
21	Details of any complaints from any of the students	Text		
22	General observation of the inspecting officer	Excellent/ Average/Bad	Excellent-1 Average-0.5 Bad-0	1
23	Any other findings	Text		

- The training center inspected will be ranked based on certain parameters. The center will be ranked below 5 points will be subject to further verification and if there is no improvement the batch will be cancelled and the candidates undergoing will be Shifted to similar course conducted by other partner
 - 0 to 5: below average batch will be cancelled
 - Above 5 to 7: above average ratification in the issues to be done and next batch will be given only after further approval
 - Above 7 to 9: Good, need to improve and next batch will be given
 - Above 9 to 10: Excellent next batch will be given

*** End of MoU **

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			related subject 1 mark • Faculty with graduation and below 0.5 mark	
15.c	Learning and motivation levels of the trainees	Yes/No	• If yes 1 mark • If no, no mark	1
16.a	Whether banner displayed at the center contains the Logos of MEPMA & RYK &	Yes/No	• If yes 1 mark If no, no mark	0.5
16.b	Whether batch dates & timings are displayed in the banner	Yes/No	• If yes 1 mark If no, no mark	0.5
17	Infrastructure facilities at the center	Yes/No	• If yes 1 mark If no, no mark	1
18	Whether any fees are collected from students towards training, course material or in any other name	Yes/No If yes, details		
19	Whether all students in one session / section belong to the same batch	Yes/No If yes, details		
20	Whether any students of non-MEPMA/ RYK scheme are mixed up with MEPMA/RYK students	Yes/No If yes, details		
21	Details of any complaints from any of the students	Text		
22	General observation of the inspecting officer	Excellent/ Average/Bad	Excellent-1 Average-0.5 Bad-0	1
23	Any other findings	Text		

- The training center inspected will be ranked based on certain parameters. The center will be ranked below 5 points will be subject to further verification and if there is no improvement the batch will be cancelled and the candidates undergoing will be Shifted to similar course conducted by other partner

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*** End of MoU **



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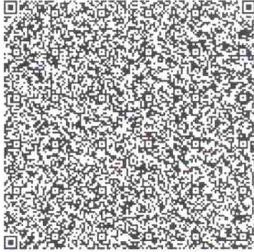
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Purchased by : Centum Learning Ltd
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 100
 (One Hundred only)
First Party : Centum Learning Ltd
Second Party : Not Applicable
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Amendment to Memorandum of Agreement (MoA)

Dated 30.09.2013

The following amendments to the MoA dated ^{30/09/2013}~~02-06-2012~~ between MEPMA and M/s Centum Learning Limited are agreed by the mutual consult:


 Mission Director
 Mission for Elimination of Poverty
 in Municipal Areas
 MA & UD Dept., Govt. of Andhra Pradesh
 Hyderabad.


 For Centum Learning Limited

Authorised Signatory

Statutory Alert:


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Para No of MoA	Existing Para	Revised Para to be read as
Training fee 4.1d (iii)	Third tranche equivalent to 40% of training fee upon submission of placement report submitted/ uploaded within 30days from the date of completion of training and checked and approved by the first party	Second tranche equivalent to 50% of training fee upon submission of placement report submitted/ uploaded within 30days from the date of completion of training and checked and approved by the first party
Training Fee 4.1 3.1d (v) Second Bullet Point from Top	The second party shall be eligible for full amount of Third tranche payment of the training fee if it has achieved placements of 75% or more of the trainees in the batch. Second party shall be eligible for pro-rata amount of Third tranche if it has achieved placements of 60% to 69%. Second party shall not be eligible for Third tranche payment if not achieved placements of at least 60% of the trainees in the batch.	The second party shall be eligible for full amount of second tranche payment of the training fee if it has achieved placements of 70% or more of the trainees in the batch. Second party shall be eligible for pro-rata amount of second tranche if it has achieved placements of 50% to 69%. Second party shall not be eligible for second tranche payment if not achieved placements of at least 50% of the trainees in the batch.
Training fee 4.1d (v) Third Bullet Point from Top	The second party shall be eligible for full amount of Fourth tranche payment of the training fee if it has achieved retention of 75% or more of the trainees in the batch. Second party shall be eligible for pro-rate amount of Third tranche if it has achieved retention of 60% to 69%. Second party shall not be eligible for Fourth tranche payment if not achieved retention of at least 60% of the trainees in the batch.	The second party shall be eligible for full amount of Third tranche payment of the training fee if it has achieved retention of 70% or more of the trainees in the batch. Second party shall be eligible for pro-rata amount of Third tranche if it is achieved retention of 50% to 69%. Second party shall not be eligible for Third tranche payment if it does not achieve retention of at least 50% of the trainees in the batch.
Training Fee 4.1d (v) Last Bullet Point	The second party shall continue to track and counsel the trainees after the placements for at least 12 months after placing in jobs and submit to the first party post placement tracking report with respect to the batch at the end of 6 th , 9 th & 12 th month after the placements. The second party shall be eligible for the full amount of the Fourth tranche payment of the training fee i.e., equivalent to 10% updating the status of all the trainees in the batch to the first party.	The second party shall continue to track and counsel the trainees after the placements for at least 12 months after placing in jobs and submit to the first party post placement tracking report with respect to the batch at the end of 6 th , 9 th & 12 th month after the placements
Mobilization 4.1d (v)	The Second ^{training} Party has to provide mobilization charges to SLFs towards motivation charges. The SLF member will mobilize the candidates through the PRs along with second party and the amounts	Mobilization charges to be paid to the SLF to the extent of candidates mobilized for the second party as per MoA. In case mobilization is done by the second party the

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32 d(iv)	<p>will be deposited to SLF account in following manner.</p> <p>Training fee :</p> <ol style="list-style-type: none"> 1) Up Rs 5000 - Rs 100 2) Rs 5001 to Rs 10000 - Rs 200 3) Above Rs 10000 - Rs 300 <p>The mobilization Charges will be deducted from the training fee deposited in SLF account at the time of receiving inception payment i.e. First Tranche as per online proceeding generated.</p>	<p>mobilization charges can be utilize by themselves. Necessary changes/alternations may be made in the software for entering details of mobilization at the time of inception of the batch. Accordingly mobilization amount will be deducted from the training fee at the time of payment for the first tranche.</p>
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Note: These amendments will be effective for all the batches which will commence on or after 01-10-2013


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For Centum Learning Limited


 For Centum Learning Limited

Kamini Prasad
 Chief Operating Officer

Authorised Signatory