



सत्यमेव जयते

# INDIA NON JUDICIAL Government of Himachal Pradesh

## e-Stamp

Certificate No.	: IN-HP03926945962318T
Certificate Issued Date	: 10-Jun-2021 11:06 AM
Account Reference	: IMPACC (GV)/ hpimpeg07/ SHIMLA/ HP-SM
Unique Doc. Reference	: SUBIN-HPHPIMPEG0707067158777251T
Purchased by	: CENTUM WORKSKILLS INDIA LTD
Description of Document	: Article 5 Agreement or Memorandum of an Agreement
Property Description	: CENTUM WORKSKILLS INDIA LTD 127 NEELAGAGAN, MANDI ROAD , SULTANPUR NEW DELHI
Consideration Price (Rs.)	: 0 (Zero)
First Party	: CENTUM WORKSKILLS INDIA LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: CENTUM WORKSKILLS INDIA LTD
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



*[Signature]*  
**SUGAM CENTRE**  
DC Office, Shimla

-----Please write or type below this line-----

**Agreement**

**Between**

**HPSES (SAMAGRA SHIKSHA) Government of Himachal Pradesh**

**And**

**Centum Workskills India Ltd. (VTP)**

**For**

**National Skill Qualification Framework (NSQF) Program Implementation**

**Under**

**Vocationalisation of School Education in Schools in Himachal Pradesh**

Page 1 of 11

*[Signature]*  
**Public Information Officer (State),  
-cum-Superintendent,  
State Project Office, (SSA/RMSA)  
Himachal Pradesh, Shimla-1**



1. The authenticity of this Stamp certificate should be verified at 'www.shoieslamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India.  
Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

2. The onus of checking the legitimacy is on the users of the certificate.

3. In case of any discrepancy please inform the Competent Authority.

(44)

(47)

This Agreement is made and agreed upon between all the parties mentioned below, signed on the 11<sup>th</sup> day of June 2021.

**A. Objective**

This Agreement is for collaboration on the introduction of Applied Skills in **Automotive, Telecom, IT/ITeS, Tourism & Hospitality and Retail Sector** and its implementation under the Vocationalisation of School Education in alignment with National Skill Qualification Framework (NSQF) in Schools of Himachal Pradesh.

**BETWEEN**

**HPSES(Under H.P. School Education Society) Government of Himachal Pradesh**, hereinafter referred to as "HPSES". (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) acting through its authorised representative, **Mr. Virender Sharma, State Project Director (ISSE)- HPSES** (in the capacity of Member Secretary), Himachal Pradesh Government. HPSES is a registered society under sub section 2 of section 11 of the H.P. Societies Registration Act, 2006 (No. 25 of 2006) established in the year 19<sup>th</sup> Day of March, 2010 and is based in Shimla, H.P. HPSES is the implementing organization heading the NSQF project from the session 2013-14 and onwards.

**AND**

**Centum Workskills India Ltd.** The Vocational Training Provider (an NSDC funded/empanelled skill training provider) having its registered office at **127, Neelagagan, Mandi Road, Sultanpur, Mehrauli, New Delhi 110030** being represented through its authorized representative **Gurvinder Singh Bajwa, Project Coordinator** (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) hereinafter referred to as the VTP.

**B. Background and Purpose**

The Government of India has Centrally Sponsored Scheme of Vocationalisation of Secondary & Higher Secondary Education by integrating employability education into School Education in September 2011 and now it has been revised and subsumed under HPSES and is known as Vocationalisation of School Education. The scheme is operated within the National Skill Qualifications Framework (NSQF), which establishes a system of clear educational pathways from school to higher education while providing certification of vocational skills. The project has been approved for the state of Himachal Pradesh by MHRD (Now MoE), GOI and accordingly Himachal Pradesh has been implementing the National Skill Qualification Framework (NSQF) since the academic year 2013. The aim of this project is to make students employable when they complete Secondary & Higher Secondary Education. The Project will be jointly funded by Central Government and the State Government.



↓

↓

Public Information Officer (State),  
-cum-Superintendent,  
State Project Office, (SSA/RMSA)  
Himachal Pradesh, Shimla-1

45      113

## Roles and Responsibilities of HPSES

HPSES is the implementing organization and will be responsible for activities such as:

- a) **Budgeting and expenditure** – Obtaining and managing the funding from MoE and State Governments as per the scheme of Vocationalisation of School Education under HPSES for the project (NSQF) implementation. Allocate budget and sanction expenses for the activities/interventions identified and executed by HPSES in coordination with VTP through SSC, subject to availability/approval /release of funds by the Central and State Government.
- b) **Identification of districts/ schools** - Selection of districts and schools where **Automotive, Telecom, IT/ITeS, Tourism & Hospitality and Retail** (Name of Sector) applied skills could be introduced.
- c) **Communication and marketing plan:** To create awareness, stakeholder engagement and bringing in the right talent into the NSQF program. Counselling of students & parents to enrol students in the program.
- d) **Skill Gap Study:** Assist in Skill Gap study in all Districts of the State, from demand and supply side.
- e) **Advisory Group:** Creation of advisory/management group at various levels for monitoring/feedback/regular assessments. This will be decided from time to time by the HPSES.
- f) **Nodal Officers/ Coordinators:** Designate and recommend Nodal Officer/ Coordinators at Headquarters Level and also at District Level who will be responsible for overseeing/reporting the program implemented by VTP.
- g) **Infrastructure for Setting up of Lab:** HPSES will provide one existing room for setting up lab in consultation with DHE and would procure equipment and instruments and set up a lab cum class room for each sector/subject.
- h) **Academic Certification:** Ensure integration of the courses with the scheme of examination of Himachal Pradesh Board of School Education (HPBOSE).
- i) **Trainer Deployment:** The HPSES will outsource the training delivery to VTP who is affiliated to the respective SSC and also approved by NSDC, prescribe qualification for Vocational Trainer and issue suggestive guidelines for selection of Vocational Trainers.
- j) **Raw materials for lab:** The HPSES would procure raw materials and consumables through school Principals for training labs, in accordance with provisions laid down in the Scheme of Vocationalisation of School Education.
- k) **Payment Schedule to VTP**

*[Handwritten signature]*

Page 3 of 11



Public Information Officer (State),  
-cum-Superintendent,  
State Project Office, (SSA/RMSA)  
Himachal Pradesh, Shimla-1

46

49

The HPSES will make the payment to VTP within 15 working days on receipt of complete and consolidated invoice submitted by VTP to Society (HPSES). Fifteen days will be reckoned from submission of invoice complete in all respects.

- l) MIS: The HPSES will appoint a dedicated operator for the same at HPSES office – Shimla.

**D . Roles and Responsibilities of VTP**

- a) **Trainer Selection** – The VTP shall adopt a transparent mode of selection for Vocational Trainers. The number of posts shall be advertised through leading regional Newspapers, clearly specifying the minimum educational qualification, age criteria and honorarium of the Vocational Trainer. All the selected candidates should be Bonafide Himachali and should meet the eligibility criteria laid down by PSSCIVE (Bhopal) for a particular sector/trade as per job role. Sufficient time should be given for the applicants to apply for the post/posts. The selection process should be fair and transparent and as per prevailing procedure for hiring VTs as per the guidelines (if any) of Ministry of Education, (GOI) and as per procedure laid down by NSDC (if any). The Selection procedure should consist of the following: -

- I. Written test for the technical/Domain specific knowledge related to the sector;
- II. Interview for assessing the knowledge, interests and aptitude for trainer through a panel of experts from the field and state representatives; and
- III. Practical test/Mock test in class room/workshop/Laboratory so far as possible.

The selection may be done based on the above procedure by a committee having representatives of both the HPSES and the VTP. The VTP shall retain all relevant documents for scrutiny to be conducted by State Project Office/HPSES or any committee constituted by it for the purpose. The panel of selection/waiting list of vocational trainers will be valid for one academic year.

However, the VTP will reengage all those VTs who are already working in the Schools in the State on as is where is basis. The VTP will ensure that if anyone of these VTs do not fulfil minimum educational/professional qualification as per guidelines prescribed by PSSCIVE (Bhopal), the said VT will have to acquire the required qualification by December, 2024. In case of non acquisition of requisite qualification by December, 2024, the VTP will replace the VT by another VT who fulfils the eligibility criteria. The VTP will submit within 10 days of end of every academic year to HPSES the detail mentioning therein name, age, trade, educational qualification, school of deployment, district etc. and thereby clearly specifying whether each VT meets the educational qualification requirement of PSSCIVE (Bhopal) or not.

- b) VTP will set up an office in Himachal Pradesh, preferably at Shimla Headquarter, within one month of signing of the Agreement. The intimation w.r.t relocation of the office in Himachal Pradesh will have to be given to HPSES within one week of occurrence of the event.
- c) **Student/Community Mobilization** – The VTP shall ensure student/community mobilization in the Schools/Districts allotted by HPSES.

↓



Public Information Officer (State)  
-cum-Superintendent,  
State Project Office, (SSA/RMSA)  
Himachal Pradesh, Shimla-1

**Transaction of Curriculum**—The VTP will ensure that the vocational training is delivered in concerned sector to the students enrolled for the program as per the curriculum prescribed by PSSCIVE Bhopal.

e) **Arranging Industry Visits/field visits as per guidelines**- VTP must provide industry visits/field visits schedule two week in advance in every quarter to the concerned School Principal who in turn will facilitate its approval in a week's time.

f) **Regular monitoring** – The VTP shall be responsible for regular monitoring of various activities of NSQF in Vocational Schools to achieve the targets as per the provisions of the scheme.

g) Any other activities/intervention specified by HPSES for the successful implementation of the Project.

h) Substitute/ backup trainer to be provided on 15<sup>th</sup> day in case of 14 days continuous absence of a VT.

i) **Training Delivery**: VTP will arrange for competent Vocational Trainers who will be placed in the schools after attending the induction training organised by HPSES. VTP will ensure that the vocational training is delivered in concerned sector to students enrolling for the program with a view to get them employed in the sector, if they wish to. Following will be ensured by VTP and overseen by /reported to HPSES.

- Ensure that the entire vocational content designed is delivered in the classroom within the stipulated time. Ensure that quality parameters are met.
- Ensure conduction of internal assessments of students on a weekly/ monthly basis as per the assessment pattern set up for the domain.
- Conduct soft skill training including preparing the students for employment as per the industry requirement.
- Invite experts from the industry to conduct Guest Lecture.

**j) VT's Honorarium:**

- Each Vocational Trainer will be paid a Gross Honorarium of Rs. 2.28 Lacs per annum @ Rs. 19000/- (fixed) per month for 12 months. However, the Honorarium of VTs can be increased subject to its permissibility as per norms and availability of the funds from time to time.. HPSES will notify VTP for same and the VTP will pay the enhanced honorarium without fail as per the timeline conveyed by HPSES, the reimbursement will be made accordingly.
- The VTP should pay the honorarium to the VTs on or before 7<sup>th</sup> of every month. The VTP will directly credit the honorarium to the VT's account through RTGS and share a copy of RTGS with the HPSES while submission of invoice. HPSES will reimburse the actual Honorarium paid to VT. The expenditure details would have to be kept and maintained in a transparent manner by the VTP. The VTP will present the invoice on monthly basis as per the actual payment made to the VTs along with their RTGS details. The deductions in respect of ESIC and EPF etc. shall be made in compliance of labour laws and other relevant laws applicable to the VTPs / companies / firms. In case the RTGS copy is not submitted in the office of HPSES, the honorarium shall not be




reimbursed for that month. If VTP does not make payment on time, the penalty will be imposed by the HPSES @ Rs 2000/ per day. This penalty will be imposed from the 11<sup>th</sup> day of the month till the payment is made. If the honorarium of Vocational Trainer is not paid for two consecutive months, the agreement will be terminated by the State Project Director, ISSE Himachal Pradesh with immediate effect.

**k) VTP Coordinator:**

- i) VTP would nominate "VTP Coordinator" who would act as a single point of contact (SPOC) representing VTP for NSQF - H.P. program for coordination, monitoring, training, preparing reports and successful implementation of the NSQF program at Headquarter. The VTP coordinator will function under overall supervision of HPSES and in consultation with VTP will keep VTP/HPSES and District Project Officers/District Coordinators informed about all relevant aspects on monthly basis. HPSES can recommend his/her removal to the VTP concerned, in case the services of the coordinator are not found satisfactory. Upon receipt of such request from HPSES, the VTP shall remove coordinator within 10 days. The VTP shall provide one Coordinator for every 100 schools and if the number of schools exceed 100 in a given academic year, more Coordinators shall be provided by the VTP accordingly.
- ii) Rs. 26,000 per month for 12 months as honorarium for each VTP coordinator. This amount will be paid on monthly basis for 12 months in a year along with reimbursement of honorarium of VTs. However, the honorarium of VTP Coordinators can be increased subject to availability of funds. The reimbursement will be made accordingly.

**l) VTP's Payment:**

For the services being provided by the VTP, HPSES will credit the VTP's account with:

- 14% of the amount paid to the VTs for honorarium, to cover management and monitoring expenses incurred on VTs. This amount will be paid on monthly basis for 12 months in a year along with reimbursement of honorarium of VTs subject to fulfilment of conditions laid in this agreement.

**Office Expenses: -**

i. **Monitoring, Reporting and Evaluation-** @ Rs. 2000 per school per annum per visit, will be provided as lump sum amount for internet, data entry, Photostat, usage charges of courier & stationery and monitoring of schools in one instalment on submission of invoice along with monitoring Performa by the VTP. Office Expenditure of VTP's head office/State office will not be considered under this head. No TA/DA will be paid separately to the VTP Coordinators for the monitoring of schools. Each VTP Coordinator will have to monitor minimum 5 schools per month and the monitoring Performa will be submitted in original to the State Project office duly countersigned by the Principal. If any VTP coordinator fails to monitor minimum 5 schools per month penalty of Rs. 1000 per school will be imposed and will be deducted from the invoice of the concerned VTP. In every month VTP shall have to visit 40% urban based and 60% rural based schools. The VTPs having less than 50 schools shall have to visit each school twice in a year but there should be a gap of four months between two visits of same school.

ii. **Publicity and awareness:** -Actual expenditure for Awareness & publicity, Guidance, advertisements for recruitment of VT's and job fairs/placement of students, subject to the

*[Handwritten signature]*

*[Handwritten signature]*  
Public Information Officer (State),  
-cum-Superintendent,  
State Project Office, (SSA/RMSA)  
Himachal Pradesh, Shimla-1



49

52

submission of original bills/vouchers along with detailed report of the activity conducted. However, no air travel and hotel charges shall be considered for reimbursement. Transportation of students by bus and for VTP's representatives by AC Volvo bus/Shatabadi (From VTP Head Office to Chandigarh/Kalka) and taxi rates as approved by STA HP(From Chandigarh to Shimla/Venue in HP) and incidental charges @ Rs. 2500 per working day will be paid to the VTP representatives and resource persons/ consultant etc for these activities. Expenses for only 2 VTP representatives and resource persons/ consultant etc will be allowed to conduct these activities, at a time. Such visit shall be conducted only with prior approval of HPSES.

m) VTP will conduct Vocational Education as per the guidelines issued by PSSCIVE Bhopal, Govt. of India and H.P. Govt. from time to time in the 404 allocated schools, sector wise list of which is attached as Annexure "A".

n) **Training of Trainers:** The HPSES in consultation with SSC would undertake "Training of Trainers (ToT)" program at periodic intervals to update the Vocational Trainers with the content developed, training methodology and adaptation to industry needs. VTP will make available their trainers for this program as and when required and notified by HPSES. The entire vocational training delivery will be conducted by the trainers deployed by the Training Partners. The list of master trainers / resource persons be made available to the State Project Office in the beginning of each academic session.

o) **Guest Lectures:** VTP would engage guest lectures on periodic basis on the request of school principals for which payment will be made by school concerned. The schedule for the same must be provided by the VTP to the concerned Principal/District Project Officer within two weeks of beginning of each quarter. District Project Officer/School Principal in turn will facilitate approval for the same.

p) **Contingencies, Student Management Information System Software, Field visits, publicity, guidance, counselling, and transport:** VTP would coordinate with HPSES to undertake field visits, mobilize students, and conduct counselling session. The cost of three Industry visits annually per level per school is to be borne by the concerned school as per the Industrial visit guidelines.

q) **Apprenticeship Training:** The Students passing out of the scheme of Vocationalisation of School Education are mostly below 18 years of age. They do not get placement. In this regard the provision of apprenticeship training is included in the scheme. Most of the students who follow a vocational course and need a job are not eligible, so the VTP has to provide apprenticeship to at least 70% of interested students, who are below the age of 18 and thereafter on attainment of age of 18 years secure for them a job. Undertaking has to be given regarding giving a job to at least 70% of interested students who are 18 years and above of age.

r) **On-Job Training:** -OJT is an essential component of NSQF. A student is expected to undergo On-the-Job Training in his/her Job role for at least 20 hours in an academic year. A student need to complete a total of 80 hours of OJT during the Secondary stage (grade 9 to grade 12). Expenditure for boarding and lodging, if necessary, will be borne by the HPSES through head of the Institution. Reimbursement will be made on actual basis on production of bills. The VTP has to manage OJT as per terms and conditions of MoE, New Delhi. The VTs working in schools shall escort the students during the vacations if needed. They will be entitled for travelling allowance as per the State Government Rules. However, they will be not be entitled for compensatory leave or any other benefits.



50

53

s) **Industry involvement:** VTP will partner with relevant industries for deeper involvement into the course to make it market relevant. Involvement by industry will also help in mapping the market needs. VTP will facilitate placement of 70% of the eligible and interested students on the successful completion of Level 4 certification.

t) **Trainer Governance:** The trainer deployed by VTP will have dual reporting. For attendance, day to day functions they will be under the control of the principal concerned whereas for all other matters they will be under the control of VTP. However, the general guidelines of HPSES will prevail.

u) **Service Level Terms:** Following Service Level Terms will be adhered to by a VTP

- Complete the syllabus as per the time line.
- Conduct practical classes as per syllabus.
- Conduct work readiness module and prepare students for world of work.
- Arrange industry visits/guest lecturers as and when required.
- Facilitate industry interaction and interface.
- Assist/facilitate in placement of the students.
- Arrange campus interview wherever possible and needed.

v) **Performance Matrix/Measurement:** VTP's performance will be measured through HPSES/SSC on:

- Content delivery as per timeline.
- Industry Engagement.
- Placement of eligible students, who desire to seek employment after attaining Level 4 certification.
- Percentage of students getting certified.
- Timely and accurate reports.
- Regularity of VTs in the schools.

w) **Leave:**

(i) The trainer deployed will be entitled for one casual leave per month and six medical leaves with the prior approval of the Principal concerned. The record of leave will be maintained on the basis of calendar year (from January to December). The Honorarium during Maternity Leave will be paid by the HPSES to the vocational trainers under Maternity Benefit Act, on production of relevant documents from competent authority. The VTP shall have to make an arrangement of substitute vocational trainer during the period of maternity leave for which honorarium will also be paid by the HPSES.

x) **Penalty Clause:**

1. The VTP shall provide substitute VT within a week's time in case of Maternity leave, else penalty @ Rs.800/-per day shall be charged from the 8<sup>th</sup> day.
2. The VTP shall provide substitute VT on the 15<sup>th</sup> day to the school in the cases other than Maternity and in case of violation i.e. if alternate VT is not provided within two weeks' time, penalty @ Rs.800/-per day shall be charged from the 15<sup>th</sup> day.
3. Besides imposition of penalty, HPSES will hear the concerns of the VTP as to why no replacement/substitution has been provided by the VTP as per provision contained here above and will take decision accordingly.
4. In case of delay in hiring/substitution in hard and tribal areas the VTP shall take special permission from SPD, HPSES for extension of time.

5. In case exceptional circumstances HPSES may waive off the penalty charges.

y) **Termination of trainer:** -If any vocational trainer is not found suitable to the satisfaction of the Department up to two months from the date of engagement, the concerned VTP will straight away terminate the services of the said trainer and provide the substitute within ten days.

#### E) COORDINATION OF MEETINGS AND LIASON

All the parties to the Agreement will establish procedures to facilitate regular contact at the executive and operational levels to discuss issues arising in relation to the Project.


All the parties will hold an annual meeting, between senior officials to discuss the coordination of matters relevant to the operation of this Agreement. The NSQF Cell of HPSES will coordinate with all the stake holders for the meetings and other issues related to the Scheme of Vocationalisation of School Education under HPSES.

#### F) OTHER COVENANTS

1. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper concerning the project under agreement is allowed only, after seeking explicit permission in writing by either party.
2. Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Agreement shall be settled amicably through mutual consultation or negotiations between the Parties, without reference to any third Party. If still difference persists, the matter will be referred to the arbitrator to be appointed by the Addl. Chief Secretary/Principal Secretary /Secretary Education to the Government of H.P. and his decision in this regard will be binding on all parties. The Arbitration and Conciliation Act, 1996 and rules framed there under as amended from time to time shall be applicable to such arbitral proceedings under this agreement.
3. The VTP shall be responsible for the safety of the students during industrial visits. In the event of any mishap directly attributed toward the carelessness/indifferent conduct of the VTP, the VTP shall be liable for all the consequences arising out thereof. School Principal shall also nominate one female teacher representative from school to escort the girls students. HPSES will issue industry visit guidelines for the same.
4. This Agreement will come into effect from the date of signature by all the parties and shall remain in force for a period of four Academic Sessions 2021-22, 2022-23, 2023-2024 & 2024-25 i.e. 31<sup>st</sup> March, 2025. Extension can be granted on mutual basis beyond period specified in this Agreement. Agreement can be terminated mutually. It shall be reviewed three months before the end of contract date or at a time mutually agreed by the parties for possible renewal.
5. VTP shall ensure the compliance of labour laws and other relevant laws applicable to the VTPs/Companies/Firms. Non-compliance or violation of any clause of the agreement or dissatisfactory services shall attract termination of the contract.
6. The invalidity or unenforceability of any provisions of this agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this agreement in such

Page 9 of 11



  
Public Information Officer (State),  
-cum-Superintendent,  
State Project Office, (SSA/RMSA)  
Himachal Pradesh, Shimla-1



(52) (55)

jurisdiction or the validity, legality or enforceability of this agreement, including any such provisions, in any other jurisdiction, it being intended that all rights and obligations of each of us shall be enforceable to the fullest extent permitted by law.

7. Parties hereby expressly agree to indemnify and keep indemnified each other at all times and make good any loss, damage, suffered or incurred by each other due to any wilful act by the staff/employee/personnel/representative of the other party, in the performance of their duties and obligations. Parties further agree to indemnify and keep indemnified each other from and against any loss, damage or liability arising as a result of any act of omission or commission or in respect of non-observance of any statutory requirement with respect to this agreement.
8. Any disputes arising out of this agreement shall be governed by and construed in accordance with the law of India.
  - i). Each of the parties agree that if any dispute(s) or difference(s) shall arise between the parties in connection with or arising out of this agreement, the parties shall attempt, for a period of thirty days the receipt of a notice from the other party of the existence of a dispute(s), to settle such dispute(s) by mutual discussions between the parties. If the said dispute(s) cannot be settled by mutual discussions within the thirty-day period provided above, either party may refer the matter to arbitrator(s). That both the parties will mutually appoint a Sole Arbitrator after mutual discussion as per the Arbitration and Conciliation Act, 1996 or any of its subsequent amendments. The venue of Arbitration proceedings shall be Shimla only. During the conduct of Arbitration proceedings, both parties shall bear the cost of the proceedings. Eventually, all costs and expenses of the Arbitration shall be borne by such Party in such manner as awarded by the Arbitral Tribunal.
  - ii). Both Parties agree that any legal action or proceeding arising out of, or in connection with this Agreement shall be subject to the courts in Shimla only; and, irrevocably submit to the exclusive jurisdiction of Shimla Courts only.
9. The VTP might bring this Agreement to an end provided they complete their current academic year and thereafter by giving a one month's notice in advance before the end of an academic year to the other party. In case of premature termination of Agreement by VTP, the breach of terms and conditions of the Agreement, HPSES may consider this as breach of contract and recover the amount paid to them in that financial year to arrange for an alternative and the VTP will also be blacklisted. The VTP shall also be liable to pay compound interest at prevailing commercial rates on the amount so paid to it.
10. The HPSES can bring this Agreement to an end in case VTP does not adhere to the terms & Conditions of this Agreement.
11. This Agreement is valid for only for four academic years i.e. up to 31<sup>st</sup> March, 2025. However, HPSES will monitor the activities of VTP through a point wise system for measuring their

Page 10 of 11

↓

Public Information Officer (State),  
-cum-Superintendent,  
State Project Office, (SSA/RMSA)  
Himachal Pradesh, Shimla-1



53

56

performance. In case of unsatisfactory performance of a VTP, in the interest of the students, HPSES shall not renew the Agreement with the VTP.

- 12. The physical infrastructure like building developed, equipment purchased or any inputs/ assets created with the funding under the programme under this MOU will be solely owned by the HPSES.
- 13. This Agreement does not give authority to any of the parties to either represent or exercise opinion or make decision, on behalf of the other.
- 14. Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises; the VTP shall promptly notify HPSES in writing of such condition and the cause thereof.

*[Signature]*  
16/06/2021

Virender Sharma  
 State Project Director, ISSE  
 HPSES, State Project Director,  
 Samagra Shiksha/ISSE  
 Himachal Pradesh, Shimla-1

Witness :

Sign..... *[Signature]*  
 16/6/2021  
 Name SURGSH THAKUR  
 Address State Coordinator Voc Edu,  
 ISSE H.P

*[Signature]*

Gurvinder Singh Bajwa  
 Project Coordinating  
 Centum Workskills India  
 Ltd.



Witness

Sign..... *[Signature]*  
 Name : Rohit Chauhan  
 Address: State coordinator Cen  
 Sp. Natto Raw Chack  
 Villi Pangga, op Model 7,  
 (16611) Shimla, HP - 171

*[Signature]*  
 Public Information Officer (State),  
 -cum-Superintendent,  
 State Project Office, (SSA/RMSA)  
 Himachal Pradesh, Shimla-1