AGREEMENT

This agreement is made on the day of 20 March in the year 2012.

BETWEEN

The Institute of Entrepreneurship Development, U.P., A-1 A-2, Industrial Area, Sarojini Nagar, Lucknow (herein after referred to as "IEDUP") which said expression unless repugnant to the content shall also include its Chief Executive Officer, Authorized administration or its successors and representative of IEDUP.

AND

The Indian Industries Association, IIA Bhawan, Vibhuti Khand, Phase-II, Gomti Nagar, Lucknow-226 010 (herein after referred to as "IIA") which said expression unless repugnant to the content shall to include its General Secretary, Authorized administrator and representative of IIA.

Whereas the IEDUP is having its Head Office at A-1 A-2, Industrial Area, Sarojini Nagar, Lucknow and is also desirous to organize and conduct Skill Development Programme of U.P. Scheduled Castes Finance & Development Corporation Ltd., programmes for the year 2011 &12 (Programmes List enclosed) in association with Indian Industries Association.

AND

Whereas the parties after long deliberations for the purpose of entering into this agreement, settled their rights and obligations.

Now THEREOF it is hereby agreed by and between the parties as follows.

1. PERIOD OF AGREEMENT

This agreement will be valid till the compliance of the programmes (list attached).

2. SCOPE AND COVERAGE OF THE AGREEMENT

- (a) All programmes to be organized jointly by IIA & IEDUP.
- (b) The whole of UP is covered for conducting these programmes.

3. OBLIGATIONS & RESPONSIBILITIES OF IIA

- (a) Provide authority letter to IEDUP for organising the programme.
- (b) All written communications to the target department's speakers.
- (c) Identification of Topics & speakers.
- (d) Providing for study material on particular trades.

4. OBLIGATIONS & RESPONSIBILITIES OF IEDUP

- (a) Collection of participants list from concerned department/Office
- (b) Organizing Training Programme
- (c) Payment of Honorarium to the speaker on mutually agreed terms between IEDUP &IIA
- (d) Training manpower and master craftsmen / trainers would be provided by IEDUP.
- (e) All stationery, and raw material for practical training would be provided by IEDUP to the participants.
- (f) If there is any complaints against low-quality of training programme would be found, the responsibility lies with IEDUP.

- (g) IEDUP would organized the training programme for candidates as per the guidelines issued by UPSFDC, Lucknow and maintain the quality of training programmes.
- (h) Progress Report of training programme would be made available by IEDUP to IIA on fortnightly basis.
- (i) IEDUP is prohibited to sublet these training programs to other organizations.
- (j) For the inauguration of every training programme and distribution of course material and tools to the participants, respective Chapter Chairperson of Indian Industries Association / his authorized representative will be invited by IEDUP in the function.

5. FINANCIAL ASPECTS:

- a) The money received for organizing the programme (Training institution fee + Tool kits) shall be shared between IIA and IEDUP in proportion of 20:80 respectively.
- b) Amount for purchase of Tool Kits (excluding study material which has been purchased by IIA) would be provided by IIA in advance to IEDUP for the remaining programme / candidates as per the list enclosed at the earliest possible.
- c) IIA would release 50% Training institution fee as stated at (a) above for the remaining programme / candidates as per the list enclosed to IEDUP and rest 50.0% would be released after submission of approved "Participants List" "Attendance Sheet" signed by each participants, "Satisfactory Completion Report" and other requirements as per the guidelines of UPSFDC to IIA by IEDUP and acceptance thereof by UPSFDC and release of the funds by them to IIA.
- d) The Utilization Certificates of each training programme, would be made available by IEDUP to IIA, after the satisfactory completion of every training program.
- e) Tool kits would be purchased by IEDUP with the involvement of IIA which will be transported from the source to the training center under the supervision of IIA .The cost of transportation of the tools will be born by IIA.

6. GENERAL:

- a) In case either of the party to this agreement intends to terminate the agreement, one month prior notice will be required to given. However, the agreement shall come to an end only after mutual discussion and consent between the parties during the notice period.
- b) In case of any dispute between the parties to the agreement, the same shall be resolved by the arbitrator appointed on mutual consent and the decision of the arbitrator shall be binding on both the parties.

Authorized Signatory
On behalf of IEDUP

Authorized Signatory
On behalf of IIA

Witnesses:

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