



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AR 116117

This Memorandum of Understanding (MoU) is made on the Day of 26<sup>th</sup> Feb, '24.

BY AND BETWEEN

SHRM Biotechnologies Pvt Ltd having its registered office at Humaipur, PO: Abdalpur, Poddar House, Madhyamgram, Kolkata-700155 represented by its Chief Executive Officer Mr. Kunal Vora ( hereinafter refer-red to as "SHRM Biotech or Training Facilitator") which expression shall unless repugnant to the context thereof shall remain and include its successors, legal representatives and permitted assigns, on the FIRST PART

Training partner / Training Center having its Academic Institute at St. Xavier's College, having it's registered office at 30, Park Street, Kolkata 700016, represented by its Principal Rev. FR. Dominic Vincent (hereinafter referred to as "St. Xavier's College" which expression shall unless repugnant to the context or meaning thereof, include its successor in office, legal representatives and permitted assigns) on the SECOND PART

*Kunal Vora*

270263

No. Shalm Biotechnologies P.V.LTD

Madhyangram

Kal -- 155

No. 26 FEB 2024  
Actual Kn. Ser  
Created

26 FEB 2024  
26 FEB 2024

Whereas SHRM Biotech and training Partner have desired to work together towards guidance, coordination and implementation of Placement Linked Skill Development Schemes-TTT, Assessments, Certification and Placements of Trainee and harmonize the skill development efforts of the Government and the sector skill councils for the state.

### I. PREAMBLE / BACKGROUND/ OBJECTIVE

SHRM Biotech is engaged in Business, Lab based Training, Projects / Dissertations, Manufacturing, Skill Development, Consultancy, Education and R&D Services in the fields of – Biotechnology / Life Sciences and related fields

The Objective of this MoU is to improve employability and entrepreneurship skills of the beneficiaries participating in skill development schemes sanctioned & funded in a Pilot Special Project under Pradhan Mantri Kaushal Vikas Yojana funded by Ministry of Skill Development and Entrepreneurship, Govt. of India. For " Nano Entrepreneurs" in Regulatory Affairs & Intellectual Property Rights for Medical Device Sector and "Bioinformatics – Scientist".

### II. PURPOSE

In order to execute Entrepreneurial Skill Development Training Program for enhancement of skills on Medical Device, under the scheme Pilot Special Project under Pradhan Mantri Kaushal Vikas Yojana 4.0 funded by Ministry of Skill Development and Entrepreneurship, Govt. of India.

PMKVY (Skill India initiative) & MSDE has joined hands with LSSSDC to facilitate, mentor, guide and implement skilling to creating Entrepreneurs on Life Sciences Sector skill development vertical / Medical Device and Create employment for Bioinformatics .

In this endeavor, Life Sciences – SSC intends to empanel Training Partner/Training Centre to implement training guidelines of MSDE & Skill India. and the Training Facilitator would guide the Training Partner to execute the said project

### III. ROLE AND RESPONSIBILITIES OF TRAINING PARTNER

1. Training Partner shall ensure mobilization, Counselling, training, Assessment, Certification & placement of candidates as per guidelines of MSDE & Skill India.  
Placement of the Candidates would be also looked by the Training Facilitator
2. Ensure at all times to manage, maintain, plan and carry out the operations in accordance with the sound, technical and financial practices and under the supervision of experienced and competent staff in adequate number, and with active participation of beneficiaries.
3. Ensure appointed trainer is certified by SSC / LSSSDC on particular skill course
4. It is expressly agreed that Training Partner shall, at all times , be responsible and liable for all its obligations under this MoU notwithstanding anything contained in or any other agreement, and

*Handwritten signature*

no default under MoU shall excuse TRAINING PARTNER from its obligations or liability hereunder.

5. Ensure that the personnel engaged by TP in the performance of its obligations under this MoU are at all times properly trained for their respective functions.
6. TRAINING PARTNER shall maintain close coordination and liaison with SSC/ LSSSDC & make available all information, data and record whichever is required by it from time to time.
7. Ensure placement of at-least 70% of trained youth as per the guidelines. For which Training Facilitator would also guide them.
8. Training Partner will submit all documents which is accepted by Life Sciences SSC if approved by PMKVY
9. Facility, Trainer and Infrastructure support for the Job Role mentioned in the Objective should be available by the Training Partner / Training Center.
10. The Training Center has to supervise that 90% of the candidate must be present on each day of the week.

#### IV. ROLE AND RESPONSIBILITIES OF Training Facilitator:

1. Training Facilitator shall allocate Training Target along with SSC/ LSSSDC in the identified districts to the Training Provider which are affiliated and accredited with LSSSDC by registering on Skill India Portal.
2. Training Facilitator will help and co-ordinate the Training of Trainer (ToT).
3. To organize assessment and certify candidates on the competence acquired for ensuring recognition and acceptance by Industry and prospective employers.
4. To Organize in Documentation for Mobilizing, Assessment, Placement etc.
5. Training Facilitator will support / assist training partners in placement of candidates
6. Training Facilitator shall supervise and monitor the training program through visit, phone and email.
7. To Intimate and provide all Information's to the Training center for smooth execution of the project
8. To Co-ordinate with LSSSDC and MSDE for brining the Training Center in execution to implement the Special project.
9. Guide and Advice or suggest the Training Partner to execute the Special Project as mentioned in the Objective. Guiding the Training Center with Advisory on MoU Signing with LSSSDC, Affiliation Process, ToT, Assessment, Placements and overall tracking .

*Handwritten signature*

#### V. Disclaimer

1. TRAINING PARTNER acknowledges that prior to the execution of this MOU, it has, after a complete and careful examination, made an independent evaluation of the scope of the programme, Specifications and Standards, local conditions, and all information provided in guideline document of LSSSDC OR MSDE or obtained procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of

- performance of its obligations hereunder and TRAINING PARTNER confirms that it shall have no claim whatsoever against LSSSDC OR MSDE or Training Facilitator in this regard.
2. TRAINING PARTNER acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in the MOU and hereby acknowledges and agrees that Training Facilitator shall not be liable for the same in any manner whatsoever to TRAINING PARTNER.
  3. The Parties agree that any mistake or error in or relating to any of the matters set forth in clause V.1 above shall not vitiate this MOU.
  4. Except as otherwise provided in this MOU, all risks relating to the programme shall be borne by TRAINING PARTNER and Training Facilitator shall not be liable in any manner for such risks or the consequences thereof.

## VI. KEY TERMS OF THE AGREEMENT

1. **Period of MoU:** This MoU shall commence on the date of signature & shall endure for a period of three years. It may be terminated by either party upon giving no less than three months' notice in writing.
  2. **Guidelines & Circulars:** The Training Partner shall follow the guidelines and circulars as notified by the MSDE or LSSSDC or Training Facilitator from time to time for conduct of any of the activities outlined in this section. In case of conflict between the two, circular shall have an overriding effect over Guidelines.
  3. **Affiliation & Accreditation:** TC center must be fully affiliated & accredited in respect of job role approved under PMKVY scheme within 15 days with effect from the date of commencement of training program. Training might be suspended any time by the SSC due to non-compliance of guidelines.
  4. The Candidate will be skilled in following job roles a.  
Associate- Regulatory Affairs and Intellectual Property (IVD and Medical Devices) LFS/Q0513 Ver1.0 having 660 skilling hours  
b. Bioinformatics Scientist- Model Risk Assessment LFS/Q3905-SI001 Ver 2.0 having 1110 skilling hours
  5. Attendance through biometric machine is mandatory.
  6. All the trainers must be certified by LSSSDC
  7. The candidate must be placed after the certification.
  8. The entire activity shall run through Skill India Digital portal
5. **Placement criteria:**
- a) The TRAINING PARTNER to ensure at least 70 % of the placement of the candidates and shall follow the guidelines issued by LSSSDC & MSDE pertaining to placement of the candidates from time to time.
  - b) Placement documents to be shared within 3 months from the date of completion of training as follows:
    1. Company / Entity Formation etc.

*Handwritten signature*

## 6. Payment terms & Commercials Involved

### a. TOT:

Training partner will bear TOT fees Rs.5000 to SSC / LSSSDC

### b. Assessment & Certification:

- Training partner will bear Assessment & Certification Charges or as mentioned in the Agreement with SSC

c. Procurement of BioMatrix Attendance Tracker cost would be borne by the Training Center

d. Center Accreditation Charges towards Skill India & LSSSDC Accreditation Charges would be borne by the Training Center only

e. Re-Assessment Charges if any, would be borne by the Training Center

f. Any penalties if any would be borne by the Training Center Only.

## 7. Payment Terms for Training Facilitator

a) The revenue sharing between the Training Partner and Training Facilitator would be 50% each.

b) The Training Center / Implementing Partner would borne the expenses of Trainer, Center accreditation charges, Biomatrix attendance tracker, assessment charges etc. and other necessary expert charges to implement the Programme successfully.

c) Payment to the TRAINING PARTNER from LSSSDC will be applicable as per the common norms notified vide no. H-22011/2/2014-SDE-III dated 31.12.2018 by the Ministry of Skill Development and Entrepreneurship from time to time and guidelines pertaining to skill development initiatives issued by the PMKVY.

d) Once the Training Partner receives the Payments as per the Guidelines from the SSC / LSSSDC, then only the Training Facilitator would be paid.

e) The Invoice of the Training Facilitator needs to be paid within 30 days from the date of Amount being Credited by LSSSDC / MSDE / PMKVY or else subsequently Compounded Interest would be charged 18% pa from the date of Invoice.

f) Payment will be released by the SSC / LSSSDC directly to Training Partner only after receiving of disbursement of training aid from MSDE



8. The Total Payout is decided to be Rs 14000 per candidate for Job Role - Associate- Regulatory Affairs and Intellectual Property (IVD and Medical Devices) &

The Total Payout is decided to be Rs 25000 per candidate for Job Role - Bioinformatics Scientist

Target (mentioned to LSSSDC / MSDE / PMKVY) – 42- Candidates for IVD & Medical Device Programme

Target (mentioned to LSSSDC / MSDE / PMKVY) – 50 --Candidates for Bioinformatics Scientist Programme

Schedule of payment for Both Programme are as follows:

Installment	Percentage of sanctioned Amount of Training Cost
1 <sup>st</sup> Installment	30% On commencement of Training. Attendance proof of 1 week to be submitted
2 <sup>nd</sup> Installment	30% On completion of 50% attendance
3 <sup>rd</sup> Installment	40% On Placement and 3 months of track record

#### VII. Amendment

In case any amendments are required in any part of the MOU, the Parties on mutual agreement in writing shall incorporate such amendments by way of amendments to this Agreement which shall be binding and be followed by the parties.



#### VIII. MISCELLANEOUS PROVISIONS

1. The Memorandum of Understanding (MoU) as outlined in this document is not intended to be a legally binding document. Rather, it is meant to describe the nature and cooperative intentions of TRAINING PARTNER and SHRM Biotech to suggest guidelines for cooperation. Nothing, therefore, shall diminish the full autonomy of either party, nor any constraints be imposed by either upon the other, and nothing in this Agreement shall be deemed to create a partnership, joint venture, or agency relationship between the parties.

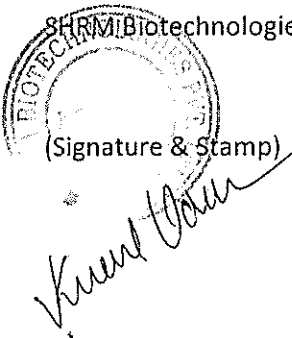
2. Any other matter not included in this MoU which is necessary for the smooth functioning of the Scheme shall be finalized between TRAINING PARTNER & SHRM Biotech on mutual terms and conditions.
3. No change can be made to this MoU without written consent and duly signed by all the Parties. Additions, deletions and/or alterations to this MoU may be effected with the written agreement of all the parties to this MoU concerning the changes. Documents containing such additions, deletions and/or alterations and signed by all the Parties shall form addenda to this MoU, and be deemed to be part of this MoU.
4. The Memorandum of Understanding is not intended to create any legal relation of employer-employee or of principal and agent relationship amongst the parties.
5. This Memorandum of Understanding shall remain valid for a period of two year from the date of its signing, and can be extended on mutual terms and conditions.
6. Through this Memorandum of Understanding TRAINING PARTNER and SHRM Biotech affirm their commitment to fulfil and achieve the objectives mutually agreed upon in this Memorandum of Understanding
7. Termination: The First Party shall, however, have the right to terminate this MoU without assigning any reasons by giving prior written notice of 90 (Ninety) days through its authorized signatory. Without prejudice to the above, each Party may terminate this MoU by giving 30 (Thirty) days notice in the event of breach of any of the terms of this MoU by any of the other Party, however, such party shall serve a prior notice of its intention to terminate this MoU to the other party and such event of breach should have remained un resolved/ un rectified within the said notice period of 30 days or such extended period as may be mutually agreed to.
8. Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Client/Authority and the TP, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings/any other legal proceedings shall be held in Kolkata and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
9. The decision of the arbitrator shall be final and binding upon both parties.
10. The limitation period for referring the dispute to the Arbitrator will be 30 days.
11. Confidentiality: Subject to Clause b below, Parties agree that they will keep all information pursuant to this MoU confidential and shall not disclose to any third Person any Confidential Information with respect to the MoU and programme hereunder.
12. Exceptions: Party may disclose Confidential Information:

*Handwritten signature*

- a) to the extent to which it is required to be disclosed pursuant to Applicable Law;
- b) to the extent to which it is specifically permitted by the other Party in writing;
- c) 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 8 above); and
- d) 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.
- e) Through this Memorandum of Understanding TRAINING PARTNER and SHRM Biotech affirm their commitment to fulfil and achieve the objectives mutually agreed upon in this Memorandum of Understanding.

For and on behalf of

SHRM Biotechnologies Pvt Ltd



(Signature & Stamp)

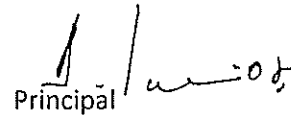
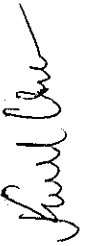
Chief Executive Officer

For and on behalf of

St. Xavier's College, Kolkata

TRAINING PARTNER / TRAINING CENTER

(Signature & Stamp)



Principal

Witness:-

1. 

2. 