



**MEMORANDUM OF AGREEMENT FOR ASSOCIATION OF A TRAINING INSTITUTION
WITH HUMAN RESOURCES DEVELOPMENT SOCIETY**



This Agreement is entered between

M/s. **Human Resources Development Society (HRDS)**, an autonomous society registered with the Government (Reg. No. 687/2001) with its Regional Office at “Komala”, Kovilakam Road, Kottakkal, PIN. 676503, Kerala State, represented by its Regional Director,

and

M/s.
.....
.....

(Name and Full Address of Institution) represented by its Proprietor/Managing Partner/ MD/.....

Mr/Ms

.....
.....

(Name and Full Address of Applicant)

Onthe day of 20

I PURPOSE :

Purpose of this agreement is to provide Associateship for as an Associate Training Institution (henceforth called as ATI) of the Human Resources Development Society (henceforth called as HRDS). Technical and other manpower development programs implemented by and through the HRDS will be conducted at selected Associate Training Institutions (ATI s).

II TERM :

The term of the agreement, unless terminated earlier as provided in the agreement, will commence on the Effective Date and will automatically expire on Expiration Date. Effective date and Expiration date will be shown in the Certificate of Association issued to ATI by the HRDS. Nothing contained in this agreement should be interpreted as requiring either ATI or HRDS to renew or extend the Agreement. If the Agreement is extended, the effective date of any extension will be the day following the previous Expiration Date or the day otherwise expressly agreed

III ROLES, RESPONSIBILITIES AND OBLIGATIONS OF HRDS UNDER THIS AGREEMENT ARE :

- III a Give Associateship to ATIs for conducting Skill Development courses
- III b Conduct final examination for Skill Development courses.
- III c Issue Certificates to students who qualifies in the final examination
- III d Renew Associateship for ATI, based on performance and as per the norms.
- III e Audit ATI s to maintain and ensure quality and integrity of the program.
- III f Monitor local marketing and attempt to avoid saturation.

IV ROLES, RESPONSIBILITIES AND OBLIGATIONS OF ATIs UNDER THIS AGREEMENT ARE :

- IV a Admit students for various training programs implemented by and through HRDS.
- IV b Ensure classes and examinations are conducted as per schedule.
- IV c Ensure availability of qualified faculty
- IV d Ensure student satisfaction.
- IV e Give placement assistance to students.
- IV f Agree to use the premises exclusively for HRDS courses and any other similar programs should not be run in the same premises.
- IV g Clearly display a board containing the HRDS name and logo.
- IV h Do local promotion of HRDS courses
- IV i Allow HRDS to audit and inspect classes upon demand.
- IV j Follow HRDS syllabus and curriculum when provided, in teaching HRDS classes.
- IV k Maintain classroom facilities, tools and equipment as required for each courses.

Signature :.....

Signature :.....

Designation (Seal)

Designation

Office Seal (ATI)

HRDS (Seal)

- V FEES AND TERMS OF PAYMENT :
 - HRDS reserves the right to Decide, Revise or Modify the fee structure for different courses implemented by and through HRDS. Fees and other remittances payable to HRDS and mode of payments will be notified to the ATIs. ATIs are bound by the agreement to remit the payments as notified by HRDS. Any breach in payments will constitute a material breach of this Agreement and will be grounds for immediate termination of the agreement.

- VI GENERAL PROVISIONS :
 - VI a ATIs should not claim or advertise HRDS courses as Government Courses or Certificates issued by HRDS as Government Approved
 - VI b HRDS course materials and teaching aids if provided, should not be handed over or used for other purposes without written permission from HRDS.
 - VI c HRDS reserves the right to review and audit the training level, documentation, library, and the performance level of ATI's staff, facilities and equipment on regular basis. The audit may be conducted either by specific appointment or by unannounced inspection by HRDS representatives. Any deficiency in training, facilities, equipment, or materials will have to be corrected within a time stipulated by HRDS. Failure will constitute a material breach of this Agreement and will be grounds for immediate termination of the agreement.
 - VI d Periodical examinations and evaluations of students should be done by the ATI s and a progress report for each student should be kept..
 - VI e ATI will report to HRDS any suspected or actual problems witch may arise on implementation of the program.
 - VI f ATI will conduct business in a manner which reflects favourably at all times on image, goodwill and reputation of HRDS courses
 - VI g ATI will avoid deception, misleading or unethical practices which are or might be detrimental to HRDS or its course materials or courses.
 - VI h ATI will avoid or refrain from making false or misleading remarks with regard to HRDS or its course materials.
 - VI i The ATI should not shift or relocate its training centres or cites without prior consent of HRDS.
 - VI j The ATI should not assign its Associateship in whole or in part to any other person or agency. Such assignment will be null and void.
 - VI k This Agreement will in all respects be governed by and constructed in accordance with the laws of the country, unless the laws of the state, province of ATI's domicile require otherwise, in which case the laws so required will govern.
 - VI l The provisions of the agreement which by their nature extend beyond expiration date or termination of the agreement, will survive and remain in effect until all obligations are satisfied.
 - VI m If any provision of the agreement is held invalid, illegal and unenforceable, the validity, legality and enforceability of the remaining provisions will not any way be affected or impaired.
 - VI n Unless otherwise agreed to by the parties, all notices required under the Agreement will be deemed effective when received and made in writing by either registered or certified mail with return receipt requested, addressed and sent to the address and attention of the party executing the agreement or that person's successor.
 - VI o Each party acknowledges that both parties to the agreement are independent contractors and will not, except in accordance with the agreement, represent itself as an agent or legal representative of the other party.
 - VI p The HRDS is at liberty to give Associateship to one or more training institutions as ATIs at any location independent of any obligation.
 - VI q A Training institution is not considered as associated until a Certificate of Associateship is issued by the HRDS. HRDS courses can be advertised or scheduled only after the Certificate of Associateship is received.
 - VI r HRDS reserves the right to accept or deny any application for new ATI's.

Undertaking : I,Proprietor /
 Managing Partner / MD / Principal/ of

undertakes the information given about this Training Institution for Association with HRDS are true and correct and also agrees to abide by the contents of this Agreement and in the event of the failure the HRDS is at liberty to cancel the agreement and can claim damages.

For ATI

For Human Resources Development Society

Signature :.....

Signature :.....

Designation (Seal)

Designation

Office Seal (ATI)

HRDS (Seal)