



AGREEMENT FOR APPRENTICESHIP PROGRAM

This agreement for association as TPA to implement apprentice program & this ("Agreement") is made on this ...dd/mm/yyyy.....at Kolkata, by and among:

Establishment name a company incorporated under the companies Act, 2013/1956 and having its registered office at **Address** , represented herein by Authorized signatory Mr....., Designation (hereinafter referred to as the "Company", which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-interest and permitted assigns) of the ONE PART.

AND

TPA Name (Registered no.) , public limited company. having its registered **address**....., India, through its Vice President....., (hereinafter referred to as the "TPA", which expression shall, unless repugnant to the context or meaning thereof, include its successors-in-interest and permitted assigns) of the SECOND PART.

WHEREAS:

A. The Government of India through Board of Practical Training-Eastern Region (BOPT-ER) under Ministry of Education has notified the Apprentice Regulations with a view to enhance the scope of Apprenticeship Training

B. **TPA Name** has been working in association with Board of Practical Training-Eastern Region (BOPT-ER) under Ministry of Education as TPA for implementation of Apprentice Program and to provide or supply eligible candidates for recruitment and to source the eligible candidates from the Trained or other

sources as per the Job description.

C. Company wished to participate under Apprenticeship Program and also desire to partner with TPA name as TPA for providing services and support for the same.

IT IS AGREED

1. SCOPE OF WORK

1.1 Company

1.1.1 Registration on apprenticeship program portal or provide detail to TPA for facilitating registration on apprenticeship program portal.

1.1.2 Provide details of apprentices to be engaged in terms of numbers, sector, location or any other preference.

1.1.3 Facilitate basic training for the candidates if required.

1.1.4 Company needs to pay a minimum monthly stipend to apprentices as per the prescribed rate.

1.1.5 Share evidence of stipend payment of apprentices with TPA for raising the claim on apprenticeship program portal

1.1.6 To provide verified attendance to TPA, if TPA supposed to do apprentice stipend. For this company will pay TPA bill along with service charges & TPA will release the stipend through "collect & pay model.

1.2 TPA

1.2.1 Assist to mobilize the apprentice in all categories.

1.2.2 Complete registration of candidates on apprentice portal by uploading necessary details and documents,

1.2.3 Create a mechanism to collect all the necessary details and documents from the candidates for Registration on apprenticeship program portal.

1.2.4 Assist in uploading required details for the periodic examination for certification.

1.2.5 Enroll apprentices in company by facilitating offer of contract, Acceptance of Contract & finally approving the contract between company and apprentice.

1.2.6 Assist company in payment of stipend to apprentices through apprenticeship program portal by entering/ uploading attendance details of apprentices on the portal for determination of amount payable to each apprentice, as per the guidelines.

1.2.7 Assist company in raising claims to MSDE and BOPT-ER for reimbursement of stipend paid to apprentices as per the policy.

1.2.8 If company wants, as TPA to process the apprentice monthly stipend through bank.

2. TERM

This Agreement shall be valid for ... years and effective fromand shall be renewable at the option of the Parties, on terms and conditions mutually decided by the Parties.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 Both parties represent, warrants and covenants that:

- They validly exist under the applicable laws, and is empowered in terms of the provisions of its constitution documents, to execute this Agreement and to completely perform and fulfill all its obligations in terms of this Agreement;
- Execution, delivery and performance of this Agreement and all instruments hereunder do not contravene, conflict, violate or constitute a default under any provision of any constitution document of the Company or any other arrangement or agreement that it may have entered into;
- They are and/or was not a party to any pending civil and/or criminal proceedings which may have an adverse impact on this Agreement or matters relating hereto;
- They are solvent and has not filed any application and/or any proceedings are pending before the court of law for bankruptcy, insolvency or winding up;
- They shall duly comply with all the provisions of the applicable laws and in connection with the performance of the activities contemplated under this Agreement; and
- They have not received any notice from any Governmental authority for breach of applicable laws which will have adverse effect while performing the obligation under this agreement:
- Without prejudice to any other rights or remedies available to either party either under the Agreement or equity, each party shall have the right to forthwith terminate this Agreement if it has reason to believe that the other party has, at any time during the Term of this Agreement, made misrepresentations to it.

4. CONFIDENTIALITY

- Confidential Information means all information that is deemed or treated as confidential or proprietary by each Party which the recipient of the information knows or ought to reasonably know to be confidential or proprietary including any information related to the Trainees. The Confidential Information of each Party shall be provided to the other Party to the extent necessary for the performance of this Agreement. Each Party recognizes and acknowledges the competitive value and confidential nature of the Confidential Information and the damage that could result to the other Party if the information contained therein is disclosed to any third party. Accordingly, each Party hereby agrees that it shall use the Confidential Information and all other data solely for the purposes of this Agreement and that it shall not, at any time during or any time after the completion, expiry or termination of this Agreement disclose the same to any third party, without the other Party's prior written consent. Additionally, each Party shall protect the other Party's Confidential Information with reasonable effort using the same standard of care that applies to its own Confidential Information of similar nature.

- Confidential information shall not include, and the obligations provided hereunder shall not apply to information which is required to be disclosed by any law (including apprenticeship program regulations) or order of a court of competent jurisdiction, government department, agency or supervisory or regulatory authority to whose rules the other Party is subject, provided that prior to such disclosure the other Party shall consult the disclosing Party as to the proposed form, nature and purpose of the disclosure, to the extent feasible or prior to disclosure by a Party, was (i) already publicly available, (ii) received by the other Party from a third party without restriction; or (iii) independently developed by the Party: and after disclosure by a Party, (a) becomes publicly available through no wrongful act of the other Party; (b) is disclosed without restriction to the other Party by a third party who is not in breach of an obligation of confidence owed to the Party
- This clause shall survive the termination of this Agreement.

4. LIMITATION OF LIABILITY

Company and TPA make no warranties, express or implied, statutory or otherwise, including any implied warranties relating to this Agreement to each other and shall not be liable to the other for any loss of profits, loss of business or for special, direct, indirect, incidental, or consequential damages or losses of any kind or nature whatsoever.

5. TERMINATION

- Without prejudice to other rights and remedies available to TPA/ COMPANY under this Agreement and the applicable laws, in the event of breach of this Agreement by the TPA Company or any of the representatives, employees or sub-contractors, which, if curable, is not cured within [15 (Fifteen)] days from the date of the written notice by other party regarding the same, then the other party shall be entitled to forthwith terminate this Agreement.
- Either Party may terminate this Agreement by giving the other Party a prior written notice of 90 (Ninety) days
- Either Party may immediately terminate this Agreement if the other Party becomes party to a bankruptcy or insolvency proceeding or to proceedings involving a composition of creditors or makes an assignment for the benefit of creditors or if a custodian, receiver or any other person with like power is appointed to take charge of or liquidate all or part of the other Party's business, property or assets or if an order is made or a resolution is passed for winding up or liquidation of the other Party or if the other Party adopts or takes any corporate proceedings for its liquidation, winding up or dissolution.
- The expiry or termination of this Agreement shall not affect the rights, liabilities of the Parties as may have accrued prior to the expiration or termination date and all continuing obligations of the Parties shall survive the expiry or termination of this Agreement.
- Upon expiry or earlier termination of this Agreement, the registration of the Company with TPA shall cease with immediate effect and all ongoing apprenticeship agreements shall automatically stand terminated. The Company shall forthwith pay to TPA, any amount due by the Company to the apprentices, including without limitation Stipend and/or other expenses.

6. GOVERNING LAW AND JURISDICTION

- This Agreement shall, in all respects be governed by and construed in accordance with the laws of India and subject to courts in Kolkata, which shall have the sole and exclusive jurisdiction to entertain any disputes that may arise hereunder.
- The Parties hereto undertake to use their best efforts to resolve amicably any dispute arising out of or in connection with this Agreement and the interpretation thereof through consultation in good faith and mutual understanding, provided that such consultation shall not prejudice the exercise of any right or remedy of either Party hereto by any such Party in respect of any such dispute.

7. MISCELLANEOUS

Assignment. The Company shall not be entitled to assign this Agreement to any other party+(other TPA) without the prior consent of existing TPA ie.....

- **Relationship of the Parties:** The Parties agree and acknowledge that the relationship of the Parties is in the nature of independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture or employer-employee relationship between the Parties. Neither Party is or shall act as the other's Facilitator, partner, employee, or representative.
- **Severability:** In case any one or more of the provisions contained in the Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

Notices. All notices, requests and other communications under this Agreement shall be in writing, in English. Any notice or information/document or communication to be served under this Agreement may be served upon either party hereto only by email or courier or posting by registered post or delivering by hand or through facsimile transmission. The notice or demand to be served on the Party should be served at its address below, facsimile number given below or at such other address or number as each party may from time to time notify in writing to the other party hereto:

Company: name ,address, gamil, phone no.

TPA: name : address, gamil, phn no.

- **Waiver.** Failure or neglect by Company, TPA to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of Company's/TPA's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice Company's/TPA's rights to take subsequent action. Any waiver by either of the Parties under this Agreement shall be in writing.
- **Entire Agreement.** This Agreement is final, complete and exclusive agreement of the Parties and

supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among Parties relating to the subject matter of this Agreement.

- **Amendment.** No provision of this Agreement may be amended or modified except in writing executed by the Parties hereto.
- **Counterparts.** This Agreement shall be executed in one or more counterparts, each of which shall be deemed an original, and shall constitute one and the same Agreement.

8. Financials

For the Apprenticeship Portal Related services provided by the TPA to the company. company hereby agrees to pay as per "Annexure B" (plus applicable taxes) to TPA after getting the reimbursement from the Concerned Govt. Authority. Company shall release the invoiced amount raised by TPA within 7 days.

IN WITNESS WHERE OF, the Parties have affixed their signatures to this Agreement on the day month and year first above written.

For Company	For TPA
Seal & Signature	Seal & Signature
Name	Name
Designation	Designation
Witnessed 1	Witnessed 1
Signature	Signature
Name	Name
Designation:	Designation:

Annexure B
(Apprenticeship Portal Related Activities)

SL No	Activities	TPA Offer
1		
2		

- GST @....% will be added extra.
- With reference to portal maintenance charges, the invoice will be raised after the Establishment receives reimbursement and payment should be cleared within 7 days after receiving the Reimbursement from the concerned Govt. Authorities.

In addition to above, our deliverables will also include:

1. PAN India Support to implement NATS and NAPS
2. NATS AND NAPS portal related all activities including but not limited to registration, monthly claim submission, claim reimbursement, etc. on behalf of Establishment.
3. Handling queries of Govt. Authorities on behalf of Establishment.
4. Dedicated and exclusive NATS and NAPS team.
5. Dedicated Account Manager (SPOC).
6. Client queries support over phone calls 365 days.
7. Induction Training of staff (one time).
8. Regular updates on Apprenticeship acts, rules, regulations and amendments, as and when available.
9. Liaisoning with Govt. Authorities for speedy claim reimbursement.

- **Note: 1st party and 2nd party's seal and signature must be in every page of MoU**
- **At least one or two MoU entered with any company on PAN India basis and any co. of Eastern Region must be uploaded in the portal.**

