



सत्यमेव जयते

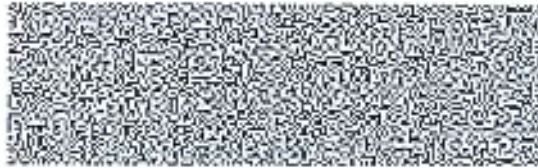
INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA71867681322932R  
Certificate Issued Date : 13-Aug-2019 11:38 AM  
Account Reference : NONACC (BK)/ kakscub08/ TUMKUR/ KA-TU  
Unique Doc. Reference : SUBIN-KAKAKSCUB0868208913439026R  
Purchased by : TUMKUR UNIVERSITY B H ROAD TUMAKURU 572103  
Description of Document : Article 12 Bond  
Description : MEMORANDUM OF UNDERSTANDING  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : TUMKUR UNIVERSITY B H ROAD TUMAKURU 572103  
Second Party : M D AND C E O TUMAKURU SMART CITY LTD TUMAKURU  
Stamp Duty Paid By : TUMKUR UNIVERSITY B H ROAD TUMAKURU 572103  
Stamp Duty Amount(Rs.) : 200  
(Two Hundred only)

*M. N. N. N.*  
Authorised Signatory  
Sree Bhyraveshwara  
Sahakara Bank Niyamitha.  
TUMKUR.



Please write or type below this line

*Q. T. N. N.*

*Q. T. N. N.*  
Registrar  
Tumkur University  
Tumkur

## MEMORANDUM OF UNDERSTANDING

BETWEEN TUMAKURU SMART CITY LIMITED AND TUMKUR UNIVERSITY FOR  
IMPLEMENTATION OF SKILL CITY PROJECT IN TUMAKURU.

THIS MEMORANDUM OF UNDERSTANDING is made this Thirteenth day of August 2019 BY AND BETWEEN TUMAKURU SMART CITY LIMITED, a Special Purpose Vehicle (SPV) incorporated under the COMPANIES ACT, 2013 having its office at Coffee Board Colony, S.S.Puram, Tumakuru, Karnataka, acting through its Managing Director, hereinafter referred to as "TSCL", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective successors and assigns) of the **FIRST PART**

AND

Tumkur University, an university incorporated under Karnataka State University Act 2000 having its office at Tumakuru, India, represented by The Registrar, Tumkur University duly authorized vide Gazette notification dated Saturday the 28-03-2004, hereinafter referred to as "Tumkur University" (which expression shall, unless the context otherwise requires, include its successors and permitted assigns) of the **SECOND PART**

The "TSCL" and "Tumkur University" are hereinafter referred to as "Party" individually and collectively as "Parties".

### WHEREAS:

A. The TSCL and Tumkur University have mutual desire to develop Skill Center at Tumkur University campus to impart necessary skills for gainful employment, under the Smart City Mission Project.

B. The Ministry of Housing and Urban Affairs has advised that for execution of certain projects under Smart Cities Mission, the respective cities may explore arrangement for an appropriate Memorandum of Understanding between the SPV and Implementing Agency, the line department of the state government and prospective Bidder for the project,



Registrar  
Tumkur University  
Tumkur



C. A memorandum of understanding shall be drawn under approval of the SPV

D. In line with A, B and C above and having accepted the Concept Report, TSCL issued Letter of Authorization vide No. TSCL/Project/CR/63/2018-19 dated 14.05.2019 to Tumkur University, for the execution of this MoU thereof.

NOW, THEREFORE, in consideration of premises and covenants hereinafter set forth, the Parties hereto agree as under:

## **ARTICLE 1 PURPOSE OF THE MEMORANDUM OF AGREEMENT**

This memorandum is intended to recognize the general basis for defining the role, responsibilities and liabilities of the Parties to the MoU in respect of the above projects.

## **ARTICLE 2: DEFINITION AND INTERPRETATIONS**

### **2.1 DEFINITIONS**

2.1.1 "MoU" shall mean this memorandum, its recitals, the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

2.1.2 "Applicable Laws" shall mean all laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws which are in force and effect, or may be amended from time to time, as on the date hereof and which may be promulgated or brought into force in territory of India, including judgments, decrees, injunctions, writs or orders of any court, as may be in force and effect, during the subsistence of this MoU and applicable to the MoU and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect on the date of this MoU and during the subsistence thereof;

2.1.3 "Parties" shall mean the parties to this MoU and "Party" shall mean any one of them, as the context may admit or require.

### **2.2 INTERPRETATIONS**

2.2.1 In this MoU, unless the context otherwise requires:



Registrar  
Tumkur University  
Tumkur

2.2.1.1 To ensure that inconsistencies and ambiguities are removed, any reference to a statutory provision or any legislation or any provision thereof shall include such provision as is from time to time enacted, amended, modified or re-enacted or consolidated, with such modification or re-enactment or consolidation that applies to, or is capable of being applied to any transactions entered into hereunder;

2.2.1.2 References to Applicable Law, Laws of India or Indian Law shall include the laws, acts, ordinances, rules, regulations, bye-laws, notifications, guidelines or bye-laws which have the force of law in the territory of India and as, from time to time, may be amended, modified, supplemented, extended or re-enacted;

2.2.1.3 The words importing singular shall include plural and vice versa;

2.2.1.4 All references to a 'person' the words denoting a natural person shall be construed as a reference to include person, partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity) and shall include successors and assigns;

2.2.1.5 The headings and sub-headings in this MoU are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this MoU;

2.2.1.6 The words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;

2.2.1.7 Any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively as per the Gregorian calendar and all references to any period of time shall mean a reference to that according to Indian Standard Time;

2.2.1.8 Any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this MoU, from or by any Party, shall be valid and effective only if it is in writing under the hands of duly authorised representative of such Party and not otherwise;

2.2.1.9 Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates, provided that if the last day



Registrar  
Tumkur University  
Tumkur



of any period computed under this MoU is not a business day, then the period shall run until the end of the next business day;

2.2.1.10 Any word or expression used in this MoU shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 and its subsequent Amendments if any shall apply.

### 2.3 Ambiguities and priority of documents

2.3.1 The following principles shall apply in case of ambiguities within this MoU:

2.3.1.1 Between different Articles and Clauses of this MoU, the provisions of specific Articles and Clauses relevant to the issue under consideration shall prevail over those in other Articles and Clauses;

2.3.1.2 Between the Articles / Clauses and the Schedules / Annexes, the Articles / Clauses shall prevail, save and except as expressly provided in the Articles / Clauses or the Schedules / Annexes;

2.3.1.3 Between any value written in numerals and that in words, the latter shall prevail.

2.3.1.4 This MoU, and all other agreements and documents forming part of this MoU are to be taken as mutually explanatory and Unless otherwise expressly provided elsewhere in this MoU, the priority of this MoU and other documents and agreements forming part hereof shall, in the event of any conflict between them, shall be interpreted in the following order of priority:

a. this MoU; and

b. all other agreements and documents forming part hereof i.e., the MoU at (a) above shall prevail over the agreements and documents at (b) above.

### ARTICLE 3 SCOPE OF THE PROJECT

3.1 Tumkur University has submitted a detailed concept report dated 07-02-2019 on establishing the Skill City as a Smart City Project, which was placed before Board of SPV in their 13<sup>th</sup> Board of Directors Meeting and concept report was revised on 09.05.2019, was placed in the 14<sup>th</sup> Board of Directors Meeting. The Board has approved the concept and advised the MD/CEO to take



Registrar  
Tumkur University

necessary steps to implement the project. While, the Tumkur University has submitted the concept proposed with an Estimated Cost of Rs. 01.92 Crores, the Board desired to restrict the expenditure to Rs. 01.00 Crore only, to begin with.

3.2 Accordingly the detailed objectives of the project are as under: -

1. To Skill people of Tumakuru, by identifying and training on speciality skills, new skill, skill upgradation which are required on local priority.
2. To create sustainability and livelihood option by Wage employment or Self-employment through Skill City Programme.
3. Mapping and Bridging the Skills Gap
4. To conduct research on Skill requirement of Tumakuru
5. To organise job fairs and entrepreneurship camps

3.3 The list of courses is identified on priority is furnished in Annexure-I to this memorandum of Understanding.

#### ARTICLE 4 OBLIGATIONS OF THE PARTIES

##### 4.1 OBLIGATIONS OF THE FIRST PARTY (TSCL)

4.1.1 TSCL shall, at its own cost and expense undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.

4.1.2 TSCL agrees to provide support to the second party and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this MoU and the applicable laws.

4.1.3 TSCL do not do any act, deed which may in any manner be violative of any of the provisions of this MoU; and

4.1.4 TSCL shall issue administrative, financial and technical sanctions to the project.

4.1.5 TSCL shall exercise the power to monitor and supervise implementation of the project in accordance with the contract conditions and give such directions to the Tumkur University as may be necessary for this purpose



Registrar  
Tumkur University  
Tumkur



4.1.6 TSCL shall make payment on completion of each milestone of this MoU and on the basis of the request of Tumkur University.

#### 4.2 OBLIGATIONS OF THE SECOND PARTY

4.2.1. On receiving administrative and technical sanction of the SPV, Tumkur University will submit a Calendar of Events for conducting training/certificate course for the disciplines prioritised as per the annexure to this MoU along with the expected number of Students, duration of the course and expected expenditure for financial sanction by the TSCL for granting financial sanction for the Course.

4.2.2. Tumkur University do not do any act, deed which may in any manner be violative of any of the provisions of this MoU.

4.2.3. After the TSCL sanction, Tumkur University shall take up the Skill imparting course at its premises.

4.2.4 TSCL, at all times, have the power to monitor and supervise implementation of the project in accordance with the contract conditions and give such directions to the Tumkur University as may be necessary for this purpose.

4.2.5 Tumkur University shall indent for the required items for the project to TSCL for sanction and permit Tumkur University to procure. In such case, payment will be made after submission of bills duly checked and verified as per standards of financial rules and schedule of powers and submit to TSCL for Payment.

4.2.6 Tumkur University shall maintain complete records of the project, for the purpose of inspection of any agency authorised by TSCL (SPV) or the Govt of Karnataka or the Govt of India.

4.2.7 The Tumkur University will act as Project Monitoring Unit (PMU) with representatives as nominated by TSCL and the respective department who are imparting skill will act as Project Implementing Agency (PIA).

4.2.8 Number of Trainees per Department per year turned out by Skill City Project will be monitored by the PMU.



Registrar  
Tumkur University  
Tumkur

4.2.9 The university is responsible for imparting quality training to the trainees who can become potential job seeker and job creator in keeping with the Demand-Supply Gap.

4.2.10 However the university would also facilitate in bridging the gap between the trainees and their career life.

4.2.11 The PIA shall ensure collaboration with Skill Development Department; NRLM; Joint Director, DIC; and other government agencies to converge existing government programmes.

4.2.12 The PIA shall ensure two classrooms with basic amenities and necessary office space shall be provided for inviting Skill trainers for conducting classes under Gov/State funding, free of cost.

4.2.13 The administration of the Skill Center shall consist of a Skill Manager (Project Manager (Skill City), One Programmer and One Computer Operator and the establishment expenditure shall not exceed 10% of the total expenditure of Rs. 01.00 Crores.

4.2.14 The PMU shall ensure collaboration with one engineering college to set up Robotics Training Center

4.2.15 The PMU shall collaborate with IT & BT and NASSCOM to setup Incubation Center.

4.2.16 The PIA shall ensure feedback/assessment from the participants for each course, compile it, analyse with summary report and submit to TSCL.

4.2.17 A Social impact study is to be conducted through third party at regular periods and submit to TSCL.

4.2.18 The University shall also be a registered/Accredited Center under Department of Skill Development and Entrepreneurship and Livelihood to ensure the structured delivery of the quality training by inculcating the guidelines and policies thereon.

#### 4.3 PAYMENT TERMS:

4.3.1 Since the project is not a tendered work, the Payment will be made to Tumkur University as under,



Registrar  
Tumkur University  
Tumkur



1. Rs.10 Lakhs will be initially paid to Tumkur University to meet the salary, honorarium & other expenditure.
2. Thereafter, payment will be made as and when the bills along with all the required documents duly checked and verified as per standard financial rules are submitted.

#### ARTICLE 5 STATUS OF AGREEMENT

5.1 This MoU is intended to record mutual understandings of the Parties hereto, as on the date of MoU hereof.

5.2 This MoU will be subject to and governed by the laws (and such rules & regulations) of India as may be applicable during & after the tenure of this MoU.

5.3 In order to discharge the responsibilities of each of the Parties, and/or when specific obligations or financial commitments appear necessary to the Parties, the Parties by mutual consent shall enter directly (or through the concerned affiliate), into specific agreement(s) defining in detail the respective obligations and commitments of each of the Parties, and in particular, the program of work and financial terms relating thereto.

#### ARTICLE 6 AMENDMENTS

This MoU may be amended upon the mutual consent of both the Parties and should be in writing. TSCL reserves the right to alter the terms of the MoU at any point of time in the interest of ensuring the achievement of objectives of the project or the direction received from GoI/GoK from time to time.

#### ARTICLE 7 OTHERS

7.1 Both the Parties shall acknowledge the confidentiality of all information, which may be transferred between the Parties from time to time as being essential to this MoU. The Parties agree not to disclose the said /all confidential information to any third party whatsoever. However, each of the Parties shall be free to disclose such information as is either part of the public domain at the time of disclosure, or required to be disclosed by the official authorities in accordance with the applicable law.



Registrar  
Tumkur University  
Tumkur

7.2 The obligations of both Parties as herein above in clause 7, shall continue to apply, notwithstanding termination of this MoU.

### 7.3 Law Governing Contract and Language

The Contract shall be governed by the laws of Government of India, and the language of the Contract shall be in English.

### 7.4 Governing Law & Disputes Resolution

In case of any disputes between the Parties to the contract, the same will be settled in the Court of Law of competent jurisdiction at Tumkur. The contract shall be governed and interpreted in accordance with the Laws of India in force.

### 7.5 Termination of MoU

7.5.1 The MoU shall remain in effect from the date of execution until terminated by the either party

#### 7.5.2 Mutual Termination

If both TSCL and Tumkur University agreed to terminate the MoU, no cost can be made to the MoU or project from the mutually agreed upon termination date. After the termination date, both parties will have 60 Days to close out accounts. In no event shall TSCL be liable for any cost or charge actually incurred after the effective date of termination.




T. Bhoobalan IAS  
Managing Director and  
Chief Executive Officer,  
Tumakuru Smart City Limited,  
Tumakuru.



Prof. K.N Ganganajika  
Registrar  
Tumkur University,  
Tumakuru.

Witnesses:

Mr/Ms. ....



13/8



## Annexure-I

Details of programmes offered by different departments with eligibility and budget

Sl.No.	Departments	Courses Offered	Nature of Corse	Eligibility	Budget
1	Bio-Chemistry	Bio Pesticide development for integrated pest management	Certificate Course	10+2	10,00,000
2	Business Administration	Retail in Store Management	Certificate Course	10+2	15,10,000
3	Organic Chemistry	Quality Control Chemists	Certificate Course	B.Sc. (Chemistry)	1480600
4	Commerce	GST	Diploma	10+2	12,00,000
5	English	Reading and interpretation Skills	Certificate Course	10+2	5,04,000
6	History and Archacology	Heritage Tour Guide	Certificate Course	10+2	6,48,000
7	Journalism	Sound & Video Editing	Certificate Course	10+2	7,20,000
8	Kannada	ಅಭಿವ್ಯಕ್ತಿ ಕೌಶಲ್ಯ	Certificate Course	10+2	7,88,400
9	Library and Information Science	Web design	Certificate Course	10+2	15,03,000
10	Psychology	Parenting skill	Certificate Course	10+2	6,00,000
11	Social Work	Disaster Management	Certificate Course	10+2	6,50,000
12	ICT Cell and Network Centre	Field Technician (Networking and Storage)	Certificate Course	10+2	2,90,000
<b>Total</b>					<b>100,00,000</b>

*(Handwritten Signature)*

  
 Registrar  
**Tumkur University**  
 Tumkur