

# **MEMORANDUM OF UNDERSTANDING**

**LOGISTICS SECTOR SKILL COUNCIL  
WITH  
KARNATAK UNIVERSITY, DHARWAD**

**11<sup>TH</sup> FEBRUARY 2023**



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INDIA NON JUDICIAL

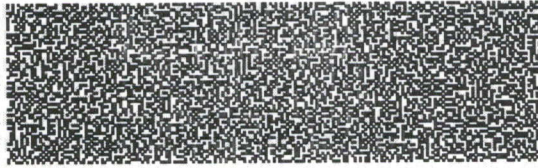
Government of Karnataka

Rs. 100

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### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is signed between Logistics Sector Skill Council (LSC), a not-for-profit organisation registered under Sec. 8 of Indian Companies Act, 2013 (18 of 2013) and Rule 18 of the Companies Incorporation Rules 2014, established by the Ministry of Skill Development and

First Party

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Second Party

#### Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Entrepreneurship (MSDE) through the National Skill Development Corporation of India (NSDC) having its registered office at Khivraj Complex, 7th Floor, No. 480A, Anna Salai, Nandanam, Chennai-600035 represented by its Chief Executive Officer Mr. Ravikanth Yamarthy as the First Party.

and

Karnatak University, Pavate Nagar, Dharwad - 580003, a State University of Karnataka represented by its Registrar (which expression shall unless repugnant or inconsistent with the context or meaning thereof, be deemed to mean and include its business administrators, successors in title, legal representatives and permitted assigns) as the Second Party.

Whereas

The First Party, intending to create human resources with the necessary Knowledge, Skill, and Attitude for employment in Logistics Sector, has designed many educational programmes with embedded Apprenticeship training and conducts the same in collaboration with appropriate institutions.

The Second Party, a State University of Karnataka established under the provisions of the Karnataka State Universities Act 2000 (Amendments covered up to Dec. 2020), The Karnatak University is well known for its notable contributions in science, arts, music, history, archaeology, humanities and social science by its research output. This is evident from the recognitions at national as well as international levels and awards bagged by the faculty. Considerable infrastructures like research laboratories and sophisticated equipment have been created out of research grants received by the faculty. Several PG departments have received special assistance grants from UGC in the form of SAP (Phase I, II, III), COSIST, DST-FIST, CPEPA, DRDO, CSIR and other various R&D funding agencies. In addition to that, university has conferred with UPE (University with Potential for Excellence) status with huge financial support by the University Grants Commission, New Delhi. The Second Party has expressed its intent for launching the apprenticeship-based B.Com Degree in E-commerce operations,



First Party

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Second Party

BBA and MBA Degree in logistics from the Academic Year 2023-24 in collaboration with LSC.

Therefore, this Agreement is entered between the First Party and the Second Party for an initial term of six years.

THE PARTIES AGREE AS FOLLOWS:

**Purpose:**

1. The objective of this Agreement is to launch and efficiently conduct the apprenticeship-based B.Com Degree in E-commerce operations, BBA and MBA Degree in logistics in line with the NEP 2020 as mentioned in Appendix A (hereinafter referred as 'Degree') from the Academic Year 2023-24 at the premises of the Second Party in collaboration with the First Party.

**Obligations of the First Party:**

2. Register the Second Party as a Collaborating Institution;
3. Develop and continuously improve an appropriate curriculum that ensures imparting of Knowledge, Skill, and Attitude in students undergoing the Degree;
4. Provide to the Second Party the scientifically developed and continuously improved curriculum for implementation;
5. Allow the Second Party to use LSC logo, and mention 'in collaboration with LSC' in all its promotional materials/stationery;
6. Train the faculty members of the Second Party handling the Degree in the contemporary Teaching-Learning process for teaching Logistic courses;
7. Provide faculty members and students pertaining to the collaborative programme access to online learning materials for domain courses;
8. Create a sustainable system of Apprenticeship Sourcing by striking an alliance between industry associations / bodies and the Second Party to ensure aggregation of Demand for Apprenticeship depends on the calibre of students and the region where the Second Party is located;

  
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9. Ensure all student-apprentice of the Second Party get monthly stipend during the apprenticeship period as per the provisions of Apprentices Act, 1961;
10. Continuously assess the performance of students in Apprenticeship, share the assessment results with the Second Party, and issue Apprenticeship completion certificate to students of Second Party who successfully complete the Apprenticeship;
11. Offer an appropriate number of Allied Courses, deliver them online, assess, and issue Completion Certificates;
12. Facilitate all registered students of the Degree in the Second Party, on their successful completion of the Degree, get placed at a level commensurate their capability in the Logistics Sector;
13. Help the Second Party in sourcing experts for Guest Lectures;
14. Make Annual Assessment of Academic Process (AAAP) of the Degree in the Second Party, and facilitate it to improve the process to graduate industry-relevant human resources continuously;;
15. Perform such other duties as may be mutually agreed with the Second Party.

**Obligations of the Second Party:**

16. The Second Party shall take appropriate steps to get the degree approved by various academic bodies like the Board of Studies, Academic Council, University and other relevant regulatory bodies.
17. The Second Party may modify the Model Regulations and curriculum, which would be shared after signing the MoU by the First Party, wherever necessary to suit the norms of the affiliating university without altering the basic structure and focus of the Programme.
18. The Second Party may modify the suggested evaluation/assessment criteria (as given in the Model Curriculum) wherever necessary to suit its norms, standards, and practices.

  
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19. The Second Party shall take a nominee of LSC, and two nominees from the industry as members of the Board of Studies / Academic Council pertaining to the Apprenticeship-based UG Degree Programme in Logistics. These nominees shall be invited to participate in the meetings of Board / Council whenever convened.
20. The Second Party shall make available the necessary classrooms, faculty, library, and laboratory resources for the efficient conduct of the degree.
21. The Second Party shall make available a Smart Class Room with specifications mentioned in Appendix B for online interactive lectures arranged by the First Party for the benefit of students pursuing the degree, and the faculty.
22. The Second Party shall complete admission process to the Degree, within the last date of admission as declared by the Second Party. Admission of candidates after the last date of admission is not permitted.
23. The Second Party may take necessary steps to create visibility for the degree in the region where it operates, and facilitate admission of passionate students to the extent of sanctioned intake capacity within the last date of admission.
24. The Second Party shall ensure admission of quality students who are willing to take up Apprenticeship training as embedded in the curriculum.
25. The Second Party shall obtain a joint undertaking, in the format jointly developed by both Parties, signed by every admitted student and his/her parent on the nature of Apprenticeship Training as embedded in the curriculum.



First Party



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26. The Second Party shall accept that the First Party shall source **only** one Apprenticeship Assignment for each student and that getting selected by a company arranged by the First Party shall be the individual responsibility of each student.
27. The Second Party shall ensure the development of students to make them worthy for both Apprenticeship placement and final placement, in terms of vertical knowledge & soft skills.
28. The Second Party shall ensure proper attitude, and behaviour of its students while in Apprenticeship, and accept expulsion of its students from Apprenticeship Assignment due to behavioural and attitudinal issues as decided by the Joint Apprenticeship Adviser, and the company where the students are deputed for Apprenticeship.
29. The Second Party shall nominate Faculty Mentor to each student / group of students to motivate and guide them to overcome attitudinal, and other issues faced by the student during Apprenticeship Assignment. The Second Party, through the Faculty Mentors, shall monitor attendance and performance of its students and keep the First Party, without any loss of time, informed of any abnormality.
30. Students who refuse to join the apprenticeship or not able to continue in apprenticeship due to personal reasons may be given the option of leaving the programme with an Advanced Diploma in recognition of successful completion of two years of the study.
31. The Second Party shall arrange for Guest Lectures by Industry experts as and when possible during each teaching Semesters.
32. The Second Party shall arrange for one Industry Visit for the students pursuing the Degree in each of the teaching Semesters.

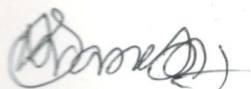


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33. The Second Party shall collect programme fee from students as per its norms or the norms of the University to which it is affiliated/attached with. However, the annual programme fee for all deliverables payable to the Second Party by each student shall not be more than Rs.1,00,000 (Rupees One Lakh only). The Fee Structure of the degree shall be shared with the First Party by the Second Party. Any subsequent change in the fee structure effected by the Second Party shall be intimated to the First Party.
34. The Second Party shall make all other arrangements for the proper conduct of the degree as necessitated by the University to which it is affiliated/attached with.
35. The Second Party shall provide to the First Party all necessary data/information about the conduct of the degree through LSC Portal whenever required.
36. The Second Party shall take up the Annual Assessment of Academic Process (AAAP) assisted by the First Party to continuously improve the process to graduate industry-relevant human resources.
37. The Second Party shall provide accommodation, hospitality, and local conveyance to the visiting experts (two experts per Batch of students) deputed by the First Party for AAAP.
38. The Second Party shall offer and conduct the degree only at the agreed centre. Offering the degree in additional Centres is not permitted by the First Party unless a written agreement is signed between the Parties.
39. The Second Party shall appoint and notify one Programme Coordinator & one Assistant Programme Coordinator for each programme, and a single point of escalation for all aspects of the MoU, who will interact/communicate with the First Party regularly on matters relevant to



First Party



Second Party



the conduct of the degree, provision of required information/data to the First Party, and for all aspects of the MoU.

**Faculty Training:**

40. The First Party would provide training to the identified faculty members of the Second Party. Such training shall be conducted either at the premises of the Second Party or at a common place or through video conferencing to facilitate participation by faculty members of other Collaborating Institutions.
41. The First Party will train and make the staff of the Second Party conversant with teaching Logistics Courses.
42. The Second Party shall depute its faculty members for participation in all training programmes conducted by the First Party. Payment of nominal participation fee and reimbursement of expenses for travel, boarding, & lodging of the deputed faculty members shall be taken care of by the Second Party.

**Caution Deposit:**

43. Payment of the interest-free & refundable Caution Deposit of Rs.1,50,000 (Rupees One Lakh Fifty Thousand only) launched in collaboration with the First Party is waived for the Second Party, being a government institution.

**Collaboration Fee:**

44. The Second Party agrees to make payment of the Collaboration Fee before the last working day of odd semester through LSC Web Portal in a single instalment, for offering the apprenticeship-based B.Com Degree in E-commerce operations, BBA and MBA Degree in logistics, to the First Party at the rates mentioned in the Table given in this Clause.

This fees structure is applicable for B.Com and BBA Degrees

No.	Fee	Year 1	Year 11	Year 111	Total
1	Collaboration Fee per admitted Student	5,000	5,000	5,000	15,000
2	Apprenticeship Facilitation Fee per admitted student	-	-	4,000	4,000
3	Composite Insurance Policy Premium per admitted student	-	-	2,500	2500
	Total per admitted student				21,500

Fees structure for MBA Degree

No.	Fee	Year 1	Year 11	Total
1	Collaboration Fee per admitted Student	5,000	5,000	10,000
2	Apprenticeship Facilitation Fee per admitted student	--	2,000	2,000
3	Composite Insurance Policy Premium per admitted student	--	2,500	2500
	Total per admitted student			14,500

45. Taxes as per the prevailing Laws, Rules and Regulations are applicable.
46. The rates of Collaboration Fee mentioned in the previous clause is applicable for students admitted in the Academic Year 2023-24. The First Party reserves its right to revise the rates for future Batches of students in the light of any escalation in the cost incurred for the process.
47. The Second Party shall enable each student in the Collaborative Programmes Subscribes to a composite Insurance Policy to cover Medclaim, Personal Accident, and Workman Compensation during the Apprenticeship Period, costing Insurance Premium of about Rs.2,500 (as

  
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on the date of signing the MoU; likely to be revised in future as per the norms of IRDA)

48. The Second Party shall ensure payment by each student in the Collaborative Programmes to the First Party a nominal fee of Rs.2,000 (Rupees Two Thousand only) per each spell of Apprenticeship, as detailed in the Clause 44 for Apprenticeship Registration, Facilitation, Assessment, and Certification at the beginning of Apprenticeship Selection Process. The First Party reserves its right to revise this fee in the light of any escalation in the cost incurred for the process.

**Term of MoU:**

49. The Agreement shall be valid for six years, that is the term required for completion of the four-year UG programme by three consecutive batches of students admitted from the Academic Year 2023-24.

50. The validity of the Agreement shall be extended for a further period/batches on mutual consent between both Parties.

**Termination:**

51. The MoU would stand cancelled if the Degree/s, for which the MoU has been signed, has/have not been launched/implemented in the Academic Year mentioned in Clause 1 above. However, an extension can be considered after reasonable justification, treated to be under exceptional conditions.

52. The Agreement might be revoked by either Party if the terms of this MoU is/are violated by either Party.

53. In the unlikely event of termination of MoU after the Degree has been launched/implemented, students pursuing the Degree in the Second Party where the Agreement is revoked will be allotted by the First Party to other Collaborating Institutions functioning in the same region.

  
First Party

  
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**Force Majeure:**

54. Force Majeure would include natural and unavoidable catastrophe that interrupts the expected Course of events.
55. Both Parties shall not be liable for a penalty, liquidated damages or for default, if and to the extent that, its 'delay in performance or other failures to perform their obligations under the Agreement is the result of an event of Force Majeure.
56. For purposes of this clause, "Force Majeure" means an event beyond the control of both Parties, not involving any Party, not involving the any Party's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, instances of wars or revolutions, fires, floods, epidemics, quarantine restrictions, and transport or freight embargoes that might have an impact on the performance of the any Party.

**Dispute Resolution:**

57. The Parties to the MoU shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with this Agreement.
58. Any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof, which cannot be resolved through the above mentioned method, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one Party to the other of existence of such dispute, then the arbitration shall be governed by a Committee of Experts constituted with equal membership for both parties moderated by the Adviser of Logistics Sector Skill Council.



First Party

  
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Second Party

59. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof.

60. The Arbitration proceedings will be held at Bengaluru.

**Course Materials:**

61. Online Course Materials comprising Script, Video Lectures, Additional Reading Materials, Discussion Forum, and Self-assessment questions on all Domain Courses are customised for apprenticeship-based degrees in Logistics, developed and copyrighted by the First Party for the exclusive reference of students pursuing apprenticeship-based degrees in Logistics and faculty members.

62. The Second Party may make constructive suggestions to improve the Course Materials so as to make them contemporary and useful to the students.

63. The Second Party shall not download and use or share the copyrighted Course Materials developed by the First Party with inputs from the Second Party for any other purpose.

  
First Party

  
Second Party

Effective Date of Agreement:

64. This Agreement shall be with effect from the date of signing this Agreement in WITNESS WHEREOF the Parties hereto have executed this Agreement as on Saturday the Eleventh day of February 2023 herein above written.

Signed by the authorized signatory of the 1<sup>st</sup> party

Sign:



Name: RAVIKANTH YAMARTHY  
Designation: Chief Executive Officer

Signed by the authorized signatory of the 2<sup>nd</sup> party

Sign:



Designation: REGISTRAR

Address:

Logistics Sector Skill Council (LSC),  
Khivraj Complex - 7th Floor, No. 480A,  
Anna Salai, Nandanam,  
Chennai — 600035

Address:

Karnatak University, Pavate Nagar,  
Dharwad-580003.



Witness:

1) Gayathri H

Dr. Gayathri. H  
Head- Academia Linkages & Skilling in  
Schools, LSC

Witness:

1) R. L. Hyderabad

Dr. R. L. Hyderabad  
Chairman, P.G. Dept. of Commerce  
K.U. Dharwad

2) A.M. Kadakol

Dr. A.M. Kadakol  
Director, KIMS, K.U. Dharwad



First Party

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Second Party

Appendix A

PROGRAMMES FOR WHICH MoU SIGNED (REF. CLAUSE 1)

No.	Programme	Campus	Intake Capacity	Commencement Year
1	Apprenticeship-Based B.Com Degree Programme in E-Commerce Operations	Karnatak Arts/ Commerce College, Dharwad-580001	60 or the capacity sanctioned by the University to which the Institution is attached/ affiliated with, whichever is lower	2023-24
2	Apprenticeship-Based BBA Degree Programme in Logistics	Karnatak University, Dharwad-580003	60 or the capacity sanctioned by the University to which the Institution is attached/ affiliated with, whichever is lower	2023-24
3	Apprenticeship-Based MBA Degree Programme in Logistics	Karnatak University, Dharwad-580003	30 or the capacity sanctioned by the University to which the Institution is attached/ affiliated with, whichever is lower	2023-24



First Party



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## SPECIFICATIONS OF SMART CLASS ROOM (REF. CLAUSE 21)

No.	Equipment	Specification
1	PC or Laptop	Min i3 Processor, 4GB RAM, 500GB HD, CPU usage below 50%
2	Webcam	HD with 4x Digital Zoom with 2 in Built Stereo Microphone
3	Echo canceller EHD	USB based Echo Cancellation DSP. (Has Microphone input and Audio Output and USB Audio Port for Unified communication)
4	Audio system	Existing Audio System with cordless mic
5	Projector	4000 lumens Projector
6	Internet	Broadband connectivity with static IP of 1 GB bandwidth

## Note:

- a. Equipment already available with the collaborating institution can be used. There is no need for an exclusive PC or Laptop (Sl. No. 1) for the Smart Class Room.



First Party



Second Party