

Memorandum of Understanding (MoU)  
dated : 30 January , 2016

between

**JOYPARA TECHNICAL SCHOOL AND COLLEGE**

Under the Directorate of Technical Education(DTE), Government of Bangladesh, having its registered office at Joypara, Bangladesh hereafter referred to as "JTSC/Training Provider "

and

Verities Product making & Repairing of Bismillah Engineering Works Shop, office at North Joypara, Dohar, Dhaka, Bangladesh here after referred to as "JTSC/Industry Partner"

for

**Public-Private Partnership (PPP)Program**

And collectively referred to as the "Project Parties" Whereas all two parties agreed to the following terms and conditions of this Memorandum of Understanding (here after referred to as the "MoU") for the next 2(two) years from the date of signing of this MOU.

**INTERPRETATIONS**

BTEB means Bangladesh Technical Education Board;

DTE means Directorate of Technical Education;

JTSC means Joypara Technical School and College;

PPP means Public-Private Partnership;

**1. BACKGROUND**

1.1 The Joypara Technical School and College has established in 1982 under the Directorate of Technical Education. The Institute has about 600 students both male & female. It has 4 (four) departments. SSC & HSC vocational program in two shifts (morning & day) and different short courses are running. The name of the departments is given below;

1. Farm Machinery
2. Welding and Fabrication
3. General Electrical works
4. Computer & Information Technology.

1.2 Bismillah Engineering Works Shop as a part of the commitment to sustainable development through community empowerment is interested to initiate a project jointly with JTSC targeting skills development and subsequent employment for the JTSC graduates in the Automobiles sector under the PPP approach

The Project Parties include:

- JTSC as the "Training Partner" to promote skills development to the students of Welding & Fabrication Department.
- Bismillah Engineering Works Shop as the "Industry Partner" to provide training to the students of Welding & Fabrication Department to make them skills in Welding & Fabrication Sector.

1.3 The roles and responsibilities of each Project Parties have been detailed in clause 3.

**2. Project Details.**

2.1 The training will focus on skills development for the students of Welding & Fabrication.

2.2 Each batch will consist of a maximum Fifteen (15) students from Welding & Fabrication.

2.3 Each batch undergoes training on six (6) Weeks over six (6) days a week.

2.4 To resolve issues arising during the training program, a Project Management Committee will be formed with representation from the Project Parties on details in clause 6.

2.5 Student for each batch will follow the Project Implementation Schedule provided in **Annex I**.

2.6 Project details are enclosed as **Annex- II**.

### 3. ROLES AND RESPONSIBILITIES

Roles and responsibilities will be different for different condition .There are 2 (two) Conditions.

#### Condition -1

##### 3.1 JTSC shall be responsible for:

- i. Welding & Fabrication of different types of welding as Arc, Gas, Resistance, Tig & Mig providing training facilities , other related tools & equipment.
- ii. Ensuring required raw materials.
- iii. Ensure the security and overall management of the training
- iv. Providing training Instructors and Administrators.
- v. Arranging industry or factory visit for the students once within the course period.
- vi. JTSC provides training facilities for Industrial Persons to improve their theoretical knowledge and skills.
- vii. Ensuring industry standard quality of training through continuous improvement and amendment of training methodology.
- viii. Representation in the Project Management Committee.
- ix. Maintenance & repairing cost will be carried by JTSC.

##### 3.2 DTE shall be responsible for:

- i. Monitoring & Evaluation
- ii. Make up the shortage of teachers
- iii. Arrange workshop and seminar on PPP with the participation of Industrialist
- iv. Ensure required modern equipment
- v. Ensure instructor / trainer and Staff Training from home & abroad.

##### 3.3 Welding & Fabrication shall be responsible for

1. Selling the products assembled by the trainees.
2. Providing Industry visit.

- Cost of the product will be finalized by the project management committee.

#### Condition -2

##### 3.4 Bismillah Engineering Works Shop shall be responsible for:

- i. Providing Industry Expert Trainer for the students during the training.
  - ii. One from top management visit JTSC once every month to assess the progress of the students.
  - iii. Representation in the Project Management committee.
  - iv. 10% of assembling charge for first year of agreement.
  - v. Pay15% of assembling charge after one year.
- Assembling charge of furniture will be finalized by the project management committee.

JTSC shall be responsible for

- i. Provide quality training.
- ii. Assess institutionally.
- iii. Training & Assessment.

DTE shall be responsible for.

- i. Ensure required tools & equipment.

### 4. SOURCING of TRAINEES.

- 4.1 Students of Farm Machinery Department in JTSC will be the main source of trainees.
- 4.2 The staff of Bismillah Engineering Works Shop will be trained under this PPP.

### 5. PROJECT BUDGET

- 5.1 Any expenses other than those provisioned in the Project Budget will be subject to prior approval of the Project Management Committee
- 5.2 After approval from Project Management Committee a budget will prepare as per requirement

### 6. PROJECT MANAGEMENT COMMITTEE.

- 6.1 A Project Management committee will be formed to address and resolve major issues during the project period. Constitution of Project Management Committee will be as follows:

Project Partners	Representation in the Management Committee
Joypara Technical School & college.	Dr. Md. Sirajul Islam, Principal, JTSC. Joypara
	Chief Instructor, Welding, JTSC
	Junior Instructor, Welding, JTSC
Bismillah Engineering Works Shop	Md. Moksad Ali, Proprietor, Bismillah Engineering Works Shop

- 6.2 The Project Management committee shall reserve the right to run, manage and control the project and act as the main decision making authority to ensure effective management of the Project.
- 6.3 The Project management committee will have periodic meeting at least once in every two (2) months, at a time at JTSC or place convenient to committee. The meeting minute will be prepared and circulated by JTSC.
- 6.4 In the event of urgent issue requiring immediate decision, Extraordinary Meeting(s) shall be arranged accordingly;
- 6.5 Person(s) other than the member of the Project Management Committee may also be present in the meetings as per the decision of the project parties.
- 6.6 Any modification in major project issues shall be subject to the prior written approval of the authorized signatories, as detail in clause 9.

## 7. CONVENANTS

- 7.1 During the term of this MoU, Complete training will be provided to a maximum of two(2) batches per year.
- 7.2 Each batch will consist of fifteen (15) Students; Subject to the consent of the Project Management Committee, the number may be increased or decreased.
- 7.3 Detail implementation procedures for execution of the project will be formulated by PMC.
- 7.4 Any deviation from the Project Implementation Schedule, as detail in Annex I, shall be subject to the written approval of the Project Management Committee and accordingly relevant provision of the MoU will be amended;
- 7.5 Termination of the MoU at any point as per clause 8 below; shall not waive the obligations of the project parties arising till the date of termination.

## 8. EXPIRY, REVISION AND TERMINATION

- 8.1 This MoU shall be remain valid for period of two (2) years or till the completion training of four(04) batches of students of Farm Machinery department of JTSC, whichever occurs later, starting from the date of signing of MoU.
- 8.2 The term of this MoU may be extended, subject to consent of the project parties.
- 8.3 Revision and/or amendment of any provision of this MoU shall be undertaken through a written instrument signed by the authorized signatories as detail in clause 11.
- 8.4 None of the project parties reserves the right to terminate this MoU without a prior notice of at least thirty (30) working days and without the prior written consent of the Project Management Committee.

## 9. CONTACT PERSONS

- 9.1 On all matters arising from the Project, the respective contact persons will be as follows:

Organizations	Contact Person's
1. Joypara technical school & College	Dr. Md. Sirajul Islam, Principal, JTSC. Dohar, Dhaka.
2. Bismillah Engineering Works Shop	Md. Moksad Ali, Proprietor, Bismillah Engineering Works Shop, North Joypara, Dohar, Dhaka.

## 10. FORCE MAJEURE

- 10.1 None of the Project parties shall be responsible for any failure to perform its obligations under this contract, if it is prevented or delayed in performing those obligations by an event of Force Majeure.
- 10.2 An event of Force Majeure is an event or circumstances which is beyond the control and without the fault or negligence of the party affected and which by the exercise of responsible diligence the party affected was unable to prevent provided that event or circumstances is limited to the following:

- (i) Riot, war, invasion, armed conflicts, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority.
- (ii) Earthquake, flood, lightening, storm, cyclone, tornado, or other physical natural disaster, but excluding weather conditions regardless of severity;
- (iii) Fire, explosion or chemical contamination, excluding those caused by the direct or indirect involvement of any of the Project Parties; and
- (iv) Strikes at national level or industrial disputes at a national level, or strike or industrial dispute by labor not employed by the affected party, its subcontractors or its suppliers and which affect essential portion of the works but excluding any industrial dispute which is specific to the performance of the works or this contract;

- 10.3 Where there is an event of Force Majeure, as defined above, the party prevented from or delayed in performing its obligations under this MoU must immediately notify the Project Management Committee, disclosing fully the particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing that party from or delaying that party in performing its obligations under this MoU and that party must use its reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the MoU and to fulfill its or their obligations under this MoU.
- 10.4 Upon completion of the event of Force Majeure, the party affected must, as soon as reasonably practicable, recommence the performance of its obligations under this MoU. Any amendment and/or revision of the Project Implementation Schedule detailed in Annex 3, resulting from the Force Majeure event, will be subject to a written approval by the Project Management Committee;
- 10.5 An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of that Force Majeure event, not does that event affect the obligation to make payments in a timely manner which matured prior to the occurrence of that Force Majeure event.

**11. AUTHORIZED SIGNATORIES**

- 11.1 The following persons shall be the Authorized Signatories of any documents related to this project.

Organization	Authorized Signatory
Joypara Technical school & College, Joypara, Dohar, Dhaka.	Principal
Md. Moksad Ali, Bismillah Engineering Works Shop, North Joypara, Dohar, Dhaka.	Proprietor

**12. ARBITRATION**

- 12.1 This MoU shall be construed and interpreted in accordance with and governed by the laws of the People’s Republic of Bangladesh, excluding conflict of law’s provisions.
- 12.2 In the event or any dispute, difference and/or any claim in any matter or in connection with, or in respect of or relating to this MoU or any rights, obligations or liabilities or any interpretations of the terms of the MoU(“dispute”) any party shall be enlisted to give notice thereof to the other Party (“Dispute Notice”). The parties shall attempt in the first instance to resolve the Dispute through friendly consultations. If the Dispute is not resolved through friendly consultations within seven (7) days after issuance of a Dispute Notice, then the Dispute will become referable to Arbitration. Such Arbitration shall be governed by the provisions of the Arbitration Law of Bangladesh, being the Arbitration Act 2001, or any statutory re-enactment or modification for the time being in force. The venue of Arbitration shall be Dhaka, Bangladesh. The Arbitration shall be held in the following manner:
  - (i) All proceedings in any such arbitration shall be conducted in English;
  - (ii) There shall be three (3) arbitrators who shall adjudicate upon the Dispute. Within thirty (30) days of the expiry of the above mentioned seven (7) days period, the party referring the Dispute to Arbitration shall appoint one arbitrator and the other parties shall appoint arbitrator. The third arbitrator shall be appointed by the two appointed arbitrators within fifteen (15) days of the appointment of the last two arbitrators;
  - (iii) The Arbitration award made by all or majority of the arbitrators shall be final and binding on the parties agree to be bound thereby and to act accordingly. The award shall be enforceable in any competent court of law.

**13. CONFIDENTIALITY**

- 13.1 All Project Parties shall ensure that the confidentiality of all records, reports and other documents exchanged among the parties under the provisions of this MoU is maintained at all times and even after the expiration and/or termination of this MoU;

- 13.2 Any public disclosure of any information related to the Project by any one party shall be subject to the prior consent of the concerned party or the Project Management Committee, as applicable, However, no such consent shall be unnecessary withheld by any one party or the Project Management Committee.

<p><b>For Joypara Technical School and College. Dohar, Dhaka.</b></p> <p>Signature : .....</p> <p>Name : Dr. Md. Sirajul Islam Designation: Principal</p>	<p><b>For Bismillah Engineering Works Shop, North Joypara, Dohar, Dhaka.</b></p> <p>Signature : .....</p> <p>Name : Md. Moksad Ali Designation: Proprietor</p>
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#### ANNEX I: PROJECT IMPLEMENTATION SCHEDULE

Course Duration: 6 Weeks or 1.5 Months (March –April), (December- January) and(July - August) so on in each cycle.

- 6(six) days In a week will be working day
- No training on Friday and other govt. holiday
- 30 min refresh time
- Class will be held from 8.00AM -4.00 PM.

As per National Competency Standard for approved by BTEB, the time allocation for each unit of competency is given bellow.

Assessment Procedure:

- Competency based training (CBT) Skill test under BTEB by Industry & BTEB certified assessor.
- After completion of every year each trainee will be certified by assessment.
- For next year trainee will promoted to upgraded training.

B.Target groups and beneficiaries

Some groups of students will be conducted. Thus the following figure is estimated.

- Student of Farm Machinery department of JTSC.
- Under privileged group people of locality.
- Unskilled worker of different industries.

c. Duration of the program

This Program will cover a period of two years having 4 groups of 15 students that is  $(4*15)=60$  students. Thus, after completion of training 60 students will be trained up.

Total no of Students (each batch)		15
Total no of batch for 2 years		6
Training Duration		
Training of JTSC students	Months/batch	6
Selection of Students	SSC & HSC vocational Course	
Assessment of trainee	As per BTEB Rules	
Industry Attachment	per Batch	2