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**TRIPARTITE GRANT AGREEMENT
BETWEEN**

THE PRESIDENT OF INDIA ;

**THE GOVERNOR / ADMINISTRATOR
of
THE UT JAMMU & KASHMIR**

AND

**INDUSTRY PARTNER
IMC CHAIRMAN
General Manager,
NHPC, Dulhasti,
Kishtwar, J&K.**



IN CONNECTION WITH

" Skills Strengthening for Industrial Value Enhancement (STRIVE) Project "
**Implementation at
Govt. Industrial Training Institute, Kishtwar**

Under Titled Society

**INSTITUTE MANAGEMENT COMMITTEE OF ITI KISHTWAR
" IMC OF ITI KISHTWAR "**

[Signature]
Principal
Govt. Industrial College
Kishtwar

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DE & CD,
Kishtwar

[Signature]
Skill Development
J&K Govt.

[Signature]
MEMBER SECRETARY
IMC OF ITI KISHTWAR

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Member
I.M.C.

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CHAIRMAN
IMC OF ITI KISHTWAR

TRIPARTITE GRANT AGREEMENT

THIS GRANT AGREEMENT (hereinafter called '**this Agreement**') is made on this day of between the President of India acting through Director General/Joint Secretary, Ministry of Skill Development and Entrepreneurship, Government of India, Shivaji Stadium, New Delhi (hereinafter called '**the First Party**'); The Governor/Administrator of the State/UT of acting through Secretary/Principal Secretary, Government of (address) (hereinafter called '**the Second Party**') AND the Chairperson of the Industry Cluster with the name of located at (hereinafter called '**the Third Party**') (hereinafter jointly called "the Parties").

WHEREAS the First Party has launched, with assistance from The World Bank, the Skills Strengthening for Industrial Value Enhancement (STRIVE) Project (hereinafter called '**the STRIVE Project**') with the main objective to increase access to quality and market-driven vocational training provided in ITIs and apprenticeships;

AND WHEREAS the First Party, under the STRIVE Project, envisions to incentivize industry clusters through grant funding to implement industry-driven high quality apprenticeship training programs;

AND WHEREAS in pursuance of the above, the First Party has launched the Industry Apprenticeship Initiative (hereinafter called '**IAI**') that envisions to provide grant funding to industry clusters based on achievement of agreed milestones, in accordance with the operations manual for the STRIVE Project adopted by the First Party and as amended from time to time (hereinafter called '**the Operations Manual**')

AND WHEREAS role of Second Party undertakes to monitor the performance of the Third Party regularly in accordance with the provisions and procedures set forth in the Operations Manual through State Apprenticeship Monitoring Cell (SAMC)

AND WHEREAS the Third Party commits to the objectives of the STRIVE Project, and undertakes to conduct its operations and affairs under the STRIVE Project through a Governing Committee in accordance with sound technical, financial, procurement, managerial, social and environmental, and labor standards, consistent with the minimum requirements set forth in the Operations Manual and the environmental and social systems assessment applicable to the STRIVE Project;

Handwritten signature and stamp: **Principle Degree College Kishtwar**

Handwritten signature and stamp: **SKILL DEVELOPMENT AUTHORITY J&K Govt**

Official circular stamp of the Skill Development Authority, J&K Govt.

Handwritten signature and stamp: **Principle Degree College Kishtwar**

Handwritten signature and stamp: **MEMBER SECRETARY IMC OF ITI KISHTWAR**

Handwritten signature and stamp: **CHAIRMAN IMC OF ITI KISHTWAR**

THE PARTIES HEREOF AGREE AS FOLLOWS:

1. Term

This Agreement shall be effective and shall remain in effect until Closing date of grant of agreement.

2. Amount and Purpose

e. The First Party undertakes to make available to the Third Party through the Second Party, upon request and subject to the terms and conditions provided herein, grant funding in the maximum aggregate amount of _____

f. The Third Party shall apply all funds from grant funding provided under the IAI exclusively towards the financing of activities within the areas and for the purposes aid down in the Operations Manual.

g. The Second Party undertakes to monitor the performance of the Third Party regularly in accordance with the provisions and procedures set forth in the Operations Manual.

h. The Parties shall be guided by the Operations Manual in the execution of their responsibilities under this Agreement.

3. Milestones

d. The Third Party shall be entitled to grant funding only on achievement of agreed milestones, as set forth in the approved IAI plan.

e. The Second Party shall be responsible for verifying the achievement of milestones by the Third Party.

4. Eligible Expenditures

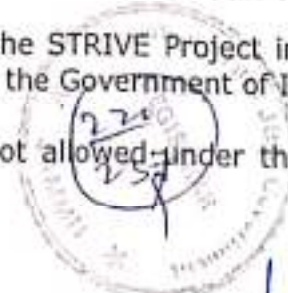
a. The Third Party shall utilize the funds received under the IAI to finance the eligible expenditures set forth in the Operations Manual. Utilization of funds for any other expenditure shall not be considered eligible under this Agreement.

b. The funds received under the IAI shall not be used to finance:

- i. Stipends for apprentices;
- ii. Activities excluded from the STRIVE Project in accordance with the agreement between the Government of India and The World Bank; and
- iii. Any other expenditure not allowed under the Operations Manual.

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J.E. & C.G.
Kishitwar

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Skill Development
J&K Govt



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Govt. Degree College
Kishitwar

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IMC OF ITI KISHITWAR**

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IMC OF ITI KISHITWAR**

5. Release of Funds

- a. The First Party shall release to the Second Party the total funding applicable to Third Party as per the milestones. The Second Party in turn will release to the Third-Party grant funding as per the approved IAI plan.
- b. For further instalments after the release of funds under sub-clause (a) above, the Third Party shall make an application for release of funds in accordance with the Operations Manual to second party.
- c. The First Party shall release funds to the Third Party through the Second Party when:
 - i. the Third Party has achieved one or more milestones as set forth in the Schedule and submits necessary request to the Second Party along with proof of achievement(s) ;
 - ii. the Second Party has verified that such milestone(s) has/have been achieved following the guidelines on fund utilization as per the financial guidelines of the STRIVE implementation manual ;
- d. The Third Party shall open a dedicated account for the above purpose
- e. The First Party has the right to freeze the account in case of any suspicious/fraudulent activities by the Third Party as reported by the Second Party.
- f. If the expenditure incurred by the Third Party to achieve a milestone exceeds the amount of funds allocated for such milestone, the Third Party shall not be entitled to receive grant funding in excess of the allocated amount of funds.

6. Grant Funding only on Achievement of Milestones

The First Party will abide to release funds as per the stated milestones as per Annexure 1.

The First Party shall provide proportionate grant funding to the Third Party through Second Party as stated below:

- a. If the Third Party fails to complete milestone 2 during year 1 and 2, the proportionate amount on achievement of actual number; as per the capacity development of staffs of participating enterprises; against the approved IAI plan can be claimed by the ICs. However, the proportionate release is permissible only once during the project period, unclaimed proportion may be claimed at the end of the project.

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Director
Skill Development
J&K Govt.

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Principal
Govt. Degree College
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b. If the Third Party fails to complete milestone 3 during year 1 and 2, the proportionate amount on achievement of actual number; as per the trainees with whom apprenticeship contracts have been signed; against the approved IAI plan can be claimed by the ICs. However, the proportionate release is permissible only once during the project period, unclaimed proportion may be claimed at the end of the project.

c. With respect to milestone 4, Third Party can claim the amount on submission of end of project report. The remaining proportion of funds for milestone 2 and 3 which has been achieved and not claimed, can be claimed by the ICs along with submission of the End of Project Report.

7. Procurement

a. The Third Party shall follow the procurement guidelines laid down in the Operations Manual in order to make any procurement with the funds provided under the IAI.

b. The Third Party agrees to constitute a Works and Procurement Committee as defined under the Procurement Guidelines in the Operations Manual.

8. Monitoring and Reporting

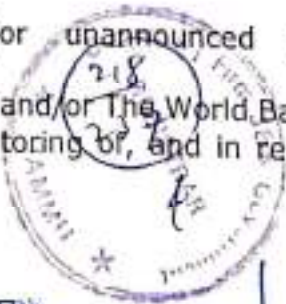
Second Party through State Apprenticeship Monitoring Cell (SAMC) on behalf of the First Party will supervise and monitor the activities of the Third Party.

a. The Third Party shall:

i. Establish and/or maintain policies and procedures that would allow the First Party, Second Party and/or The World Bank to carry out supervision and monitor its activities under the IAI;

ii. Prepare and furnish to the First Party, Second Party and/or The World Bank, all such information that the First Party, Second Party and/or The World Bank, shall reasonably request in relation to its activities under the IAI; and

iii. Accept random and/or unannounced physical or documentary inspections by the First Party, Second Party and/or The World Bank and/or its representatives for the monitoring of, and in relation to, the carrying out of its activities under the IAI.



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Skill Development
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Govt. Degree College
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IMC OF ITI KISHTWAR

b. The Third Party shall:

- i. Maintain records and accounts adequate to reflect, in accordance with sound accounting practices, the operations, resources and expenditures incurred in the carrying out of all activities under the IAI; and
- ii. Have such records and accounts audited in accordance with appropriate auditing principles consistently applied by an independent auditor, in accordance with the Operations Manual.

c. Anti-Corruption

- i. The Third Party shall undertake all activities under the IAI in compliance with Central Vigilance Commission (CVC) guidelines of Government of India issued from time to time.

d. Suspension and Termination

i. The First Party shall have the right to suspend or terminate the right of the Third Party to withdraw and use the proceeds of the grant funding on the recommendations of the Second Party:

- upon any failure of the Third Party to perform its obligations under this Agreement; or
- upon The World Bank declaring the Third Party, or any of its members benefiting from the grant funding, ineligible on the basis of sanctions imposed by the World Bank

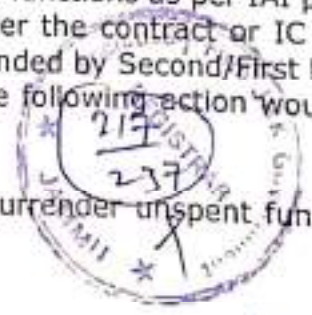
ii. The Third Party acknowledges and consents to the First Party's right of restitution of any amounts released under STRIVE project with respect to which fraud and corruption has occurred, or with which an ineligible expenditure has been paid.

iii. During the course of the contract period of the IC, It is found that after initial and subsequent disbursements of the funds, the IC is unable to perform its functions as per IAI plan or else reneges its responsibility under the contract or IC decides to exit the project or IC is suspended by Second/First Party on performance ground, then the following action would become inevitable and necessary

- Third Party (IC) to surrender unspent funds to state (Second Party)

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Kishtwar

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Director
Skill Development
& Govt.



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Principal
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IMC OF ITI KISHOTWAR**

- Assets of the IC (Third Party) created out of STRIVE funds must be surrendered to state (Second Party) within ___ days of such surrender.
- IC (Third Party) should present itself for closure audit under clause ___ of the OM.
- IC (Third Party) should have its books, records and accounts readily available for inspection by First Party/Second Party/Government of India or Comptroller and Auditor General (CAG)
- IC (Third Party) should provide Utilization Certificates for all monies spent under the STRIVE project to respective states (Second Party)

e. Change of ownership of IC

i. The Third Party agrees to abide by this agreement even in case there is change of ownership of IC.

9. Environmental and Social Systems

The Parties shall carry out the STRIVE Project in accordance with environmental and social management systems set out in the Environmental and Social Systems Assessment, dated June 30, 2016, as amended from time to time, and applicable to the STRIVE Project, which sets forth the STRIVE Project's environmental and social benefits, risks and impacts, and recommends remedial measures to strengthen the social and environmental systems performance.

Signed at day of20.....

For and on behalf of
The Governor/
Administrator
State/UT Government of
.....

(.....)

Secretary
Government of

Witnesses
1.

For and on behalf of
Industry Cluster as
Chairperson

(.....)

(Shri /Smt.....)

Witnesses

For and on behalf of
The President of India

(.....)

Director General, DGT,
Ministry of Skill
Development and
Entrepreneurship,
Government of India

Witnesses
1. *[Signature]*
2.



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A.D. 2016
Kashmir

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Skill Development
J&K. Govt.

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Principal
Govt. Degree College
Kashmir

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Monsieur
P.M.C.

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