

Draft Memorandum of Understanding (MOU)

[Applicable for Experts willing to provide Personal Mentoring Service (PMS) to clients/customers of 'Prayas' including entrepreneurs or owners of MSMEs desirous of availing Personal Mentoring Services (PMS)]

Memorandum of understanding (hereafter mentioned as 'MOU') between M/S Prayas Vyaktitva Vikas Seva (P) Ltd. H-19, Phase IV, Rapti Nagar Gorakhpur 273013 (*hereafter mentioned as 'Prayas' in this MOU*) and Shri -----
----- (hereafter mentioned as 'Expert' in this MOU') for *providing Personal Mentoring Services (PMS) to customers of 'Prayas'*, signed on -----Day of -----
--(month) -----(year)

The duties & responsibilities of parties to this MOU for *providing Personal Mentoring Services (PMS)* are as under

A: Duties & Responsibilities of the Expert

Expert agrees out of freewill to abide by following terms & conditions *related to extending Personal Mentoring Services (PMS) to customers of 'Prayas'*

- (i) He or she would register himself/herself with 'Prayas' by depositing nominal one time registration fee of Rs. 100 (One Hundred) only if not done earlier digitally through the payment link provided for this purpose.
- (ii) He or she would furnish full details about his/her expertise and experience including the areas in which he/she is capable of providing personal guidance and consultation to the customers of 'Prayas' as and when required.
- (iii) He or she would consider all data and information first furnished by the 'Prayas' and then by customer about him/her and would demand additional information if required for providing best quality mentoring and provide reasonable time for submission of the same.
- (iv) He or she would determine the duration of mentoring with in consultation with the customer according to his/her convenience.
- (v) He or she will not insist on written documents all the time and relevant documents submitted through email or Whatsapp will be deemed to be sufficient.
- (vi) He or she would indicate likely mentoring fee per session or per year considering the actual paying capacity of the customer to 'Prayas' but will accept the mentoring fee finally decided by 'Prayas'.
- (vii) He or she would agree that only 90% (Ninety percentage) of the mentoring fee finally decided by 'Prayas' will be payable to him/her as per mutually agreed upon terms and conditions.

- (viii) He would furnish full details of his/her bank account to facilitate digital payment in to his/her account.
- (ix) Expert will hold meetings or sittings with mentee through digital modes as per mutually agreed upon schedule and hold discussion with the owner or entrepreneur and requisite information and data will be asked and supplied as per mutually agreed upon schedule.
- (x) He/she would maintain total secrecy about the details of such details and would not share it with the competitors of the customer under any circumstances in case he/she is related to some business.
- (xi) He/she would delete all documents/information from his mobile phone or computer after completion of the assignment.
- (xii) He would have and continue to have physical infrastructure required for digital consultation and guidance during the course of his empanelment with 'Prayas'
- (xiii) Confidential emails containing various recommendations would be emailed to the customer from time to time with specific action points with clear-cut schedule for their implementation and a copy of same will be shared with 'Prayas'.
- (xiv) If requested and required by the customer, handholding will also be done by Expert for a brief period as per mutually agreed upon terms and conditions under advice to "Prayas".
- (xv) Under no circumstances the expert would ask the customer to pay fee directly to him/her. The customer would pay fee to 'Prayas' and 90% of the same will be transferred digitally in the bank account of the Expert after deduction of TDS if due.
- (xvi) Expert would furnish his/her Aadhar and PAN detailed for taxation purpose.
- (xvii) Expert will be free to exit this agreement but only after completion of assignment on hand.

'B: Duties & Responsibilities of 'Prayas'

Prayas agrees to abide by following terms & conditions about their duties & responsibilities related to availing personal mentoring service to their customers.

- (i) 'Prayas' would register a customer desirous of availing mentoring service after deposit of registration fee prescribed for this purpose by him/her.
- (ii) 'Prayas' would hold preliminary discussion with the customer and identify the type and scope of guidance required by him/her and the likely time slot and periodicity of consultation and will also ascertain his paying capacity through digital interview.
- (iii) After finalization of details about the nature of problem being faced by the customer and the scope of service required by him/her along with other details, Prayas' would get in touch with the expert having relevant expertise and seek his/her willingness to provide relevant personal guidance to said customer.

- (iv) In case an expert does not agree to provide required service, other expert empanelled with 'Prayas' would be approached. In this process the 'Expert' who is ready to provide required service will be selected.
- (v) Expert so selected will be assigned for providing personal consultation and mentoring to the said customer who will be provided with full contact details of Expert.
- (vi) Said customer will contact said Expert and furnish additional details as required by him/her.
- (vii) Number of meetings or visits would be decided by Expert in consultation with the customer.
- (viii) 90% of the fee paid by customers will be digitally transferred to the bank account of the Expert within 10 days of its deposit by customer.
- (ix) Necessary tax will be deducted from amount payable to the Expert as per tax rules applicable from time to time and remitted to appropriate tax authority by 'Prayas' and its detailed will be furnished to Expert as and when required by him/her.
- (x) 'Prayas' will be free to exit this agreement but only after making all payment due to the Expert.

Note: Terms & Conditions mentioned above can be modified after discussion and with mutual consent.

Signature of Expert (Name and full address) supported by address proof document	Signature of Authorized Representative of Prayas Vyaktitva Vikas Seva (P) Ltd. with Full Address
Signature of Witness with full name & Address	Signature of Witness with full name & Address

