**MEMORANDUM OF UNDERSTANDING**

**This Memorandum of Understanding entered into in New Delhi on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2017:**

**BY AND BETWEEN**

##### Pedagogues Education India Private Limited, a company with Registration No.: CIN:- U80221DL2010PTC211778 of 2010 with its registered office at 810, Vishal Bhawan, 95, Nehru Place, New Delhi-110019 (hereinafter referred to as “PEIPL”, which expression shall include its successors and assigns), represented by its CEO, Sh. Mrityunjay R Narayanan; (PEIPL PAN: AAFCP7819Q)

### **AND**

##### \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and having its centre at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Training Centre”, which expression shall include its successors and assigns), represented by its Director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (PAN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

**WHEREAS,** PEIPL is a company engaged in the business of providing Education and Training services and skill development courses under its Skill World Centres in the field of BFSI, Retail, Life Sciences, IT & ITES etc. and is a training Provider with National Skill Development Corporation, New Delhi **(“NSDC”)** for various Skill Development program. Currently, PEIPL is developing Franchise Centres across India as an authorized NSDC Partner to deliver courses at various Training Centres.

**WHEREAS, Training Centre**is an institution engaged in providing education and training services on various functional areas and desirous of taking up the business of providing training services, in its premises, as per the Course content and curriculum developed by **PEIPL**.

**WHEREAS, PEIPL** is the training provider of NSDC (National Skill Development Corporation) and various Sector Skill councils to impart vocational skills training at their center and at any of their Franchise center.

**Whereas PEIPL** has approached for getting the mandate from NSDC and various SSCs to execute the PMKVY scheme and **Training Centre**is fully aware of the various skill development initiatives of NSDC and in particular claims to have learnt in detail, about the PMKVY scheme launched by NSDC and has approached PEIPL requesting them to offer the license to conduct the training courses strictly under the course curriculum developed by PEIPL, under the name of PEIPL.

**WHEREAS,** PEIPL has agreed to offer license to **Training Centre** ‘*on non-exclusive basis’* to conduct such training courses as mutually agreed with PEIPL support, under the PMKVY scheme of awards of NSDC and the thus, the parties have agreed to execute this MOU.

Now, this MOU lists out the areas of understanding and terms of engagement between**Training Centre**and **PEIPL**, Training Provider under NSDC as follows:

1. **ENGAGEMENT OF** *Training Centre* **for Vocational Training services by PEIPL:**
   1. PEIPL hereby engages *Training Centre* on ***non-exclusive basis*** to offer the vocational training in respect of the courses mentioned in Annexure-1 to the students at **\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Centre**.
   2. *Training Centre* must offer the course as per the content/ courseware developed by PEIPL and approved by the relevant Sector Skill Council (SSC) empaneled by NSDC.
   3. *Training Centre* will exercise its best endeavors to ensure that effective and efficient training services as outlined and mutually discussed are provided to students in accordance with the terms of this MoU.
   4. *Training Centre* has agreed to deposit the Accreditation fee of **Rs. 12,000/-\* (\***Or as required based on the Job roles allocated) to NSDC towards designating as an Authorized Training Centre under the NSDC partner Pedagogues Education India Pvt Ltd, as a one-time fee, for Centre Audit and Approval expenses on signing this MOU. Training Centre will be designated as an Authorized Training Centre and will be displayed in the SMART portal of NSDC after payment of centre accreditation charges in actual to NSDC directly and final approval by NSDC on matching the requirements as per the centre audit.
2. **Broad Roles and Responsibilities:**

**2.1 Training Centre Responsibility**

1. **Student Mobilization:**
2. Source candidates/ students through various means and channels.
3. Mobilization of candidates through Employee/ Student referral.
4. By conducting Seminar/ Workshop in colleges and Job/ Skill fair within the territory assigned.
5. Local marketing with Banners, Posters, News Paper Advertisement etc.
6. Collect a photocopy of the Aadhaar letter (card) from the student and verify the Name and Aadhaar number at the time of enrolment.
7. In case if student does not have an Aadhaar number, Training Centre must enroll trainee using his/ her mobile number and facilitate Enrolment of candidate for Aadhaar in nearest Aadhaar center.
8. Enter the student details in Excel format of NSDC SMART and email it to PEIPL PMKVY team.
9. **Infrastructure Support:**
10. Training setup must have theory classrooms to accommodate a batch size of 20-30 students with LCD projector and Speaker.
11. Lab infrastructure to perform the Practical of the subject. Lab infrastructure varies from course to course. Centre will be authorized to only conduct the courses for which they have the Lab infrastructure available as per the specifications of PEIPL/ NSDC/ SSC.
12. All the class rooms and Labs must be hygienic having proper light and ventilation.
13. Should have UPS/ Generator of sufficient capacity as the power backup.
14. Should have Biometric device for student attendance and CCTV/ DVR for monitoring and recording of training session.
15. Internet connection with a minimum of 2 Mbps Bandwidth.
16. The interior and exterior of the training center shall always be maintained in good condition.
17. Pay all the bills related to Electrical and water consumption and any taxes levied by government.
18. Get the PEIPL Skill World signage board done as per the artwork provided by PEIPL and display outside the Training Center.

10. Get the banners/ posters printed for the artwork shared by PEIPL PMKVY team and display it within the training premise.

1. **Faculty Services:**
2. Provide vocational training services, through its members of Professional Training faculty, for the students who have enrolled under PEIPL, for undertaking the courses.
3. PEIPL/ Training Centre will identify the Trainer suitable for imparting Training as per the Content/ Courseware approved by PEIPL and respective SSC.
4. Forward the Profile of Trainer to PEIPL Technical committee for assessment and approval of Trainer.
5. Trainer must pass the assessment conducted by PEIPL Technical committee and only handle the courses for which they have been authorized.
6. Trainer must ensure all the students in a batch are enrolled in PEIPL ERP and NSDC SMART.
7. Mark the daily attendance of students in ERP and ensure students are regular in the class. In case of student irregularity, generate an alert to PEIPL PMKVY team.
8. Trainer must follow the day to day session mentioned in PEIPL ERP and guide the student to give feedback for each session.
9. Inform about the batch completion to PEIPL PMKVY team one week in advance and ensure an internal assessment is conducted immediately after completion of the batch.
10. An extra class of 4-5 days to be arranged for the student failing the internal assessment conducted by PEIPL PMKVY team.
11. Ensure all the students are present for Final assessment conducted by SSC.

**2.2 Responsibility of PEIPL**

1. **PEIPL Role**
2. Coordinate with NSDC/ SSC to get the number of seats under the PMKVY program.
3. Assist Training Centre in identifying and recruiting the Faculty, Counselor, Center Manager, Marketing Executive and any other manpower required to run the Training Centre.
4. Offer orientation and training for each employee of Training Centre based on their profile and the job role.
5. Offer Train the Trainer program and share the Training Delivery Methodology along with required PPTs, videos and various software applications.
6. Relay expert classes over Internet/ VSAT to streamline the quality of training.
7. Access to online contents and archive of expert lecture to the students enrolled with Training Centre.
8. Designs will be provided for the following material free of cost to Training Centre
   * 1. Enquiry/ Admission forms;
     2. Prospectus/ Brochures
     3. Invoice/ Receipt Book
     4. Posters, Banners and other publicity materials;
     5. Identity cards;
     6. Any other report, paper, etc., considered necessary.

Training Centre shall get the branding and other administrative material for the above items printed as per the design criteria and minimum stock levels.

1. Share the Marketing material and knowhow of various advertisement and Publicity.
2. Create and assign the access to PEIPL ERP for enrolling the candidates under “PMKVY” award program.
3. Monitor the quality of Training and guide the Training Centre for the required improvements.
4. Offer placement support to candidates who have successfully completed the course and satisfy the placement terms and conditions.
5. PEIPL will approach NSDC or such other agencies for the financial and/ or Technical or marketing support for organizing the vocational training courses, under its name (PEIPL) and Training Centre will provide unconditional support to PEIPL in this regard, during the term of this MOU and/ or any subsequent commercial agreements that may be executed between the parties.
6. **Monitoring, Quality Control & Travel**
7. Share NSDC SMART Excel sheet with Training Centre.
8. Co-ordinate with Training Centre to upload the student detail in Excel, Check the AADHAR and other details to enroll the student with NSDC/ SSC for “PMKVY” Award program by uploading the Excel sheet on NSDC SMART.
9. Assist Training Centre to enter the details of student in necessary formats.
10. Generate invoice, create batch and assign student in the batch.
11. Coordinate with assessor and Training Centre for conduct of Final assessment.
12. Monitor the attendance and collect the feedback from the students.
13. Coordinate with Training Centre and PEIPL Technical Team to conduct the internal assessment on completion of the training program.
14. Coordinate with NSDC and SSC for Assessment of student who completed their Training.
15. Coordinate with SSC to get the certificate of student passed the assessment and issue it to student through Training Centre.
16. Visit Training location for verification of Training infrastructure and take the feedback of student and employees of Training Centre.
17. **Courseware and Internal Assessment:**
18. Understand the Qualification pack published by the respective Sector skill council.
19. Develop OBF (Output based Framework) based on NOS defined in Qualification pack and take the approval of respective SSC.
20. Develop Course syllabus and the courseware and take the approval of respective SSC.
21. Provide the soft copy of the courseware to the Training Centre during the commencement of the training program.
22. Create online library for the students having archive of expert lecture, PPTs, Videos, Maintaining of discipline, students’ interaction with industry experts, on time completion of the curriculum, administration of the final qualifying examination and ensuring the completion of the certification process.
23. Conduct online internal assessment at the end of the course.
24. **Course Fee Description**

Training Centre will share their account number with PEIPL. PEIPL will transfer the share of the Training Centre TP to their account in the ratio 30%:50%:20% as the NSDC releases the payments as initial 30% is paid on completion of mobilisation, upload of student details in SMART portal of NSDC and commencement of the course; 50% of the payment would be released on successful completion of the course by the Training Centre and subject to students qualifying the assessment conducted by the SSC (Sector Skill Council) and balance 20% of the fee would be payable on placement of the trained and qualified candidates. Most of the technical courses NSDC will be paying Rs. 34.70 per hour\* (Cat-II) & Rs. 40.5 (Cat-I) per student. Similarly Non-technical/ service oriented courses would be paid Rs. 28.90 per hour\* (Cat-III). In case, the Training Centre is unable to place the candidate, they will not be eligible to get the 20% of the fee allocated for placement. Trainee must not be charged any assessment fee or any other admission fee for these courses. So again the Training and the assessment comes free to the Trainee.

***\*Fee varies as per Job Role Allocated and revenue share as per the roles decided by the respective parties***

1. **Consideration**
2. PEIPL has agreed to offer a consideration to the Training Centre towards the services subcontracted in terms of this MOU, as per the charges mentioned in Annexure-1. This shall include all cost of Training Centre in imparting the services mentioned under clause 2.1 of “Training Centre Responsibility”, including any cost towards travel, communication and any other incidental out of pocket expenses arising out at their end.
3. The above said sub-contract charges shall be reviewed every 6 months and the same may be varied to such extent, as may be mutually agreed between the parties.
4. PEIPL shall deduct tax at source from the Service charges payable as required by law and provide certificate for the same to Training Centre within the statutory period.
5. It is expressly agreed here that except the Sub-contract charges mentioned in Annexure-1 of this agreement, PEIPL will not pay any other amount to the Training Centre.
6. Training Centre will be paid the Sub-contract charge only for the candidates who qualify the assessment to be eligible for the award under PMKVY scheme.
7. Training Centre must ensure that candidates failed in the first attempt is re-appearing for the assessment either by paying the assessment fee on their own or sponsored by the Training Centre. If the student does not appear in re-assessment, PEIPL will deduct its share for the candidate from the total revenue of the Training Centre.
8. If the Training Centre failed to provide correct AADHAR details of the candidates and due to this reason reimbursement of the fee amount is not transferred to PEIPL, in this case, PEIPL will deduct its share for the candidate from the total revenue of the Training Centre.
9. It is clearly understood that subcontract charges payable to Training Centre shall be paid as per the ratio mentioned above and only upon receiving the due course fee payment from NSDC and upon fulfilling the below mentioned criteria.
   * + - Training Centre to register each student in PEIPL ERP
       - Create the batch and fill the Excel sheet to be uploaded on NSDC SMART software.
       - Submit the photocopy of AADHAR.
       - Conduct the Training program as per the guidelines of PEIPL.
       - Upon completion of Training and assessment, generate the invoice to PEIPL for the candidates who passed the assessment based on services offered and the amount mentioned in the Annexure-1.
       - Invoice generated by Training Centre must be batch wise and should be only for the candidates/ students passed the assessment and for whom PEIPL has received the complete fee.
       - PEIPL will verify the details submitted by Training Centre to substantiate the amount Training Centre is eligible for and transfer the amount within one week of receipt of invoice to Training Centre’s account.
       - Any amount charged by the Bank towards their service charges will be shared proportionately between PEIPL and the Training Centre as per the agreed ratio.

**4. Confidentiality**

All information of any nature or kind which Training Centre and PEIPL, or their Personnel, Directors, Authorized agents, have access to, pursuant to this MoU shall be treated as proprietary and confidential to the respective parties during and after the term of this Agreement, whether or not such information is designated as being confidential or not.

1. **Term**

The term of this MOU will be for a period of two years, commencing from the date of signing of this MOU and will be renewed for such further periods, after mutually reviewing the progress of the project, unless terminated earlier through a notice in writing.

1. **Termination:**

Either party may terminate this MOU for breach by the other by furnishing written notice documenting the nature of the breach and permitting the other party thirty business days from receipt of such notice to remedy the breach to the satisfaction of the non-breaching party. If such breach is not rectified within the said period, the other party shall have a right to terminate the contract. Notwithstanding the above, either party may terminate this MOU by giving 60 days advance notice in writing, without any reason or cause thereof.

Notwithstanding the reason for termination, the responsibilities of each party towards completion of unfulfilled services at the time of termination will remain and such services shall be satisfactorily discharged by both parties.

1. **General**
2. It is expressly agreed that Training Centre shall not have or claim any right in or to the trademark/ Skill World brand Name/ logo of PEIPL and/ or any other trademark and /or logos that PEIPL may have or acquire, license or right to use.
3. Training Centre shall not make any financial commitment on the letterhead of PEIPL or for and on behalf of the PEIPL.
4. PEIPL is entitled to change the system and procedure of banking accounts as they may consider appropriate from time to time.
5. This agreement between Training Centre and PEIPL is on a principal-to-principal basis and neither party is entitled to represent the other or to make any commitment on behalf of the other on any count whatsoever, beyond the specified purposes of this MOU.
6. This agreement is limited to Technical, Marketing and administrative guidance as seen fit by PEIPL towards offering training services. For any other services the parties need to negotiate their role on case to case basis.
7. PEIPL will not participate financially in the business of Training Centre and will not be party to any business commitment of the Training Centre and will not guarantee the financial obligation of the Training Centre under any circumstances.
8. It is clearly understood by PEIPL and the Training Centre that PEIPL does not guarantee any enrollments for the courses or for the successful management and running of the training center started by the Training Centre. Hence PEIPL shall not be responsible under any circumstances to pay any amount including damages or losses incurred by the Training Centre or any of its employees.
9. The course training fee shall not be charged from any trainee who attends the course by the TRAINING CENTRE and any default on this may lead to cancellation of the Training Centre.
10. Training Centre shall conduct the business at the training centres under strict compliance of all applicable laws and also promptly pay all taxes and outgoings.
11. In the event of any joint marketing activities by PEIPL and the Centre including Job Mela, then the cost of such activities shall be equally shared between the parties.
12. The books of accounts and other materials of Centre are subject to inspection and scrutiny by PEIPL at all times.
13. **Dispute Resolution:**

The Parties agree that in the event of any dispute arising out of or in connection with this Agreement, or the interpretation of the Clauses therein, whether during or after the term of this Agreement, the dispute shall be decided by a Single Arbitrator to be chosen by the Company. The Arbitrator shall be appointed within 30 days of a Notice of the dispute being given by either Party to the other Party, in which a request for appointment of Arbitrator must be made. The seat of the Arbitration shall be in New Delhi.

The Courts at New Delhi alone shall have jurisdiction in any matter arising out of this Agreement, to the exclusion of all other Courts.

1. **Correspondence:**

Both the parties agree that this agreement replaces all earlier agreements. Unless otherwise advised in writing by either Party to the other, the addresses for service of notice shall be as under, namely:-

A notice shall be served in writing either by hand delivery against acknowledgement or by prepaid registered post Acknowledgement due or by an email to the assigned email I’d.

1. **Indemnify**

Training Centre shall keep PEIPL indemnified of, from and against all actions, suits or proceedings and all costs, suffered, or caused by or to which may be incurred, suffered, or caused by or to PEIPL by reason of any suit, application or any other legal proceedings or complaint filed by any person against the PEIPL or its Directors and its officials in any court, Tribunal, Consumer Redressal Forum/ Commission or before any Authority, pertaining to or in respect of any matter of the training Centre(s).

1. It is hereby agreed that the schedules annexed hereto and the prospectus shall be deemed to form part of this agreement as though the provisions thereof were set out herein extends.
2. The agreement set out hereinabove in English has been understood by the parties to the agreement and shall not be disputed for the language at any stage of the agreement or even after the expiry, seeking vernacular version of the agreement.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seal to these presents in duplicate on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ herein above-written.

For **PEIPL,** For **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**

**Authorised Signatory Authorised Signatory**

**Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Name & address) (Name & address)**

**ANNEXURE-1**

**PMKVY COURSE DETAILS**

**The below mentioned courses are awarded to**:

TRAINING CENTRE:

**Training Centre,** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Course Fee Detail:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sector** | **List of Courses** | **Min. Qual.** | **Total Payout Rates (Per Student) by the NSDC** |
| Life Sciences | Medical Sales Representative (520 Hrs.) | Graduate | Rs. 18044 |
| Telecom | Customer Care Executive (Call Centre) (240 Hrs.) | 12th | Rs. 8328 |
| BFSI | Life Insurance Agent (265 Hrs.) | 12th | Rs. 7658 |
| Electronics | Field Technician (Computing & Peripherals) (340 Hrs.) | 12th | Rs. 13770 |
| Sports | Fitness Trainer (290 Hrs.) | 12th | Rs. 7658 |

*\*Please find other job roles, for which seats are available including IT&ITES, Telecom, Electronics & Automotive sectors in separate lists or from the website* [*www.skillworld.org*](http://www.skillworld.org) *(Being launched on 3.5.2017).*

**Breakup of Subcontract Fee:**

|  |  |
| --- | --- |
| Student Mobilization | 20% |
| Infrastructure | 20% |
| Faculty Service | 20% |
| PEIPL (NSDC Training Provider) Share | 40% |
| Course Material, Internal Assessment | Actuals\* |
| Monitoring, Quality Control & Travel post seat allocation | Actuals\* |
| TOT (Training of Trainers) | Actuals\* |

\*Actual Costs to be borne by the Training Centre for printed material and payable upfront. However, soft copies of the course material and teaching presentations would be provided free of cost.

**Services Outsourced to Training Centre:**

|  |  |
| --- | --- |
| Student Mobilization | 20% |
| Infrastructure | 20% |
| Faculty Service | 20% |

Total Consideration to Training Centre 60%

**ANNEXURE-2**

**PMKVY SCHEME PROCESS**

1. Training Centre to inform PEIPL about PMKVY batch start date and end date.
2. TRAINING CENTRE to mobilize/ identify trainers for batch at the training centre.
3. TRAINING CENTRE (at Training Centre location) to mobilize trainees for the batch.
4. TRAINING CENTRE to collect a photocopy of the Aadhaar from the trainee and to verify the Name and Aadhaar number at the time of enrolment.
5. TRAINING CENTRE to capture the full name as mentioned on the Aadhaar card under “Name” column while entering data on Excel Sheet/ SMART.
6. TRAINING CENTRE to check the Aadhaar status at t<http://resident.uidai.net.in/check> [-Aadhaar-status](http://resident.uidai.net.in/check-aadhaar-status) based on the Enrolment ID provided by Trainee.
7. TRAINING CENTRE to ensure that if the Enrolment of AADHAR for the trainee has failed for any reason (which shows on the UIDAI link mentioned above), then the TRAINING CENTRE to ask the trainee to re-enroll for Aadhaar.
8. In states where Aadhaar enrolments are not being done like North East states, TRAINING CENTRE to facilitate trainee to enroll with other ID options given by NSDC.
9. In case a trainee does not have an Aadhaar number, the TRAINING CENTRE to enroll trainee using his mobile number and training Centre to facilitate Enrolment of candidate for Aadhaar enrolment
10. TRAINING CENTRE can Log on to [**http://appointments.uidai.gov.in/easearch.aspx**](http://appointments.uidai.gov.in/easearch.aspx)and search for the nearest AADHAR Enrolment Centre near their training center
11. Trainee to go to the nearest Enrolment centre and get enrolled for Aadhaar.
12. Trainee to provide the Enrolment ID (RID) to the TRAINING CENTRE after getting enrolled for Aadhaar.
13. TRAINING CENTRE to log onto [**http://uidai.gov.in/check-your-aadhaar-status.html**](http://uidai.gov.in/check-your-aadhaar-status.html)after 2 weeks of trainees enrolment check if Aadhar number is generated and enter the same in Excel Report to be uploaded in SMART.
14. TRAINING CENTRE to share information on training batches with PEIPL so the same can be shared with SSC through SMART.
15. TRAINING CENTRE shall provide training in accordance with the Qualification Pack and Training methodology shared by PEIPL.
16. At the end of training, TRAINING CENTRE confirms the list of students who have completed their training Program.
17. SSC views the information of students who are ready for assessment on SMART and intimates Assessment Agency accordingly.
18. SSC informs TRAINING CENTRE with details of Assessment agency allocated for batch
19. Assessment Agency allocates Assessor(s) to conduct assessment at the Training Center location
20. Assessor(s) contacts TRAINING CENTRE to confirm details of assessment (assessment date, number of students etc.)
21. Assessment Agency will make all arrangements for travel and logistics for Assessor.
22. On the day of assessment, Assessor(s) reaches the Training Centre location to conduct assessment at the scheduled time
23. TRAINING CENTRE makes all arrangements (raw material, lab facilities, infrastructure setup) for the Assessor to conduct the assessment
24. TRAINING CENTRE extends necessary courtesies to Assessor(s) and facilitates conduct of assessment
25. Assessor(s) conducts the assessment in accordance with the Assessment guidelines and question Bank prepared by SSC
26. Post assessment of the trainee, the PMKVY Program Management team receives a validated list of candidates who have passed assessment duly verified by SSCs.
27. TRAINING CENTRE need to generate the invoice based on services offered and the amount mentioned in Annexure-1.
28. Invoice generated by TRAINING CENTRE must be batch wise for the candidates/ students passed the assessment and for whom PEIPL has received the complete fee from NSDC.
29. PEIPL will verify the details submitted by TRAINING CENTRE to substantiate amount TRAINING CENTRE is eligible for and transfer the amount within one week of receipt of invoice to TRAINING CENTRE account.
30. Student failing in assessment can retake the exam by paying the re-assessment fee chargeable by NSDC.