

## **Memorandum of Understanding**

This Memorandum of Understanding (MoU) is made on 11<sup>th</sup> May 2015 at New Delhi between:

**Telecom Sector Skill Council (TSSC)**, a society registered under the Societies Registration Act, 1860, having its registered office at 2nd Floor, Plot No 105, Institutional Area, sector 44, Gurgaon 122002, Haryana (hereinafter referred to as "TSSC" which expression shall, unless repugnant to the context or meaning thereof, mean and include his successors and permitted assigns) of the First Part.

AND

**National Institute of Electronics & Information Technology**, an autonomous scientific society under the administrative control of Department of Electronics & Information Technology (DeitY), Ministry of Communications & Information Technology, having its registered office at Electronics Niketan, 6, CGO Complex, New Delhi-110 003, and is represented by **Dr. Ashwini Kumar Sharma**, who is duly authorized to sign this document (herein referred to as "NIELIT" or "Client", which expression shall include its successors and permitted assigns). NIELIT's core activities related to training are Accreditation of Institute for Conduction of Training, Registration, Examination, Evaluation & Certification.

TSSC and NIELIT will collectively be known as parties and individually as party.

WHEREAS this MOU is to set out the framework for working relationship between Telecom Sector Skill Council (TSSC) and NIELIT to carry-out training of learners at specific centers across India as per the 'Scheme for Financial Assistance to select six states for Skill Development in ESDM' and 'Skill Development in ESDM for Digital India' schemes from the date of this agreement:

**NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**



**NOW, THEREFORE,** TSSC and NIELIT agree to join hands for imparting training in Skill Development and Capacity Building in ESDM for furthering the Government of India vision of Digital India and Make in India. Both the parties also agree for joint execution and implementation of future Skill Development / Capacity Building Projects.

It is agreed between the parties as under:

1. This MoU will come into force in a particular State/UT after distribution of skilling targets made by the State Implementing Agency or an agency identified by PMU-DeitY for that particular State/UT.
2. This MoU covers training for courses under ESDM Schemes only.
3. The mutually affiliated Training Partners (TPs) of NIELIT and TSSC can pick up any course belonging to these two agencies for carrying out the skilling activity under ESDM Schemes.
4. The respective TPs of an Agency (TSSC or NIELIT) will not have to pay any affiliation fee to the subsequent Agency. However, they will pay the course affiliation fees to the course owning agency and the inspection fees, if any.
5. The examination of the course will be conducted by the owning Agency (TSSC or NIELIT).
6. If the assessment for TSSC is to be carried out by NIELIT then it will be taken up as a separate activity and will not be a part of this MoU.
7. The certificates for any of the courses conducted by the other agency's TP will be issued jointly.
8. The credit for total number of the candidates trained jointly under this MoU will be shared equally.

**Validity:**

The term of this MOU shall be valid for 1 (one) year from the date of signing of this MOU and can be extended by three more years based on mutual consent. All obligations hereunder shall apply during the term of this MOU and to such obligations and commitments in relation to the projects, as may have been undertaken by the Parties.

**Indemnity:**

The parties agree to indemnify and keep each other protected and harmless against any claim or action made by any third party and/ or





any loss and damage caused to either party as a result of failure on the part of the other party to discharge an obligation arising out of or in relation to this MOU.

**Force Majeure:**

The parties are not liable for any failure in performance of their obligation if such failure is as a result of Force Majeure only if such Force Majeure is accepted by the client and due concession for the same is granted by the client.

**Confidentiality:**

TSSC and NIELIT agree to keep confidential all information shared with each other and will disclose the same to a third party only after taking prior written consent of the other. This clause excludes information available in Public domain. The confidentiality provisions of this MOU shall remain in full force and effect during the term of this MOU and 12 months thereafter.

**Dispute Resolution:**

In the event of any dispute or difference relating to the interpretation and, application of the provisions of this contract, such dispute or difference shall be jointly referred by the parties for Arbitration of a sole Arbitrator to be nominated by the Secretary to the Government of India in the Department of Electronics and IT. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Secretary Information Technology, Department of Electronics and IT, Ministry of Communication and IT, Govt. of India. Upon such reference, the dispute shall be decided by the IT Secretary, whose decision shall be binding on the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

**Termination Clause:**

This MOU will be terminated in the event of



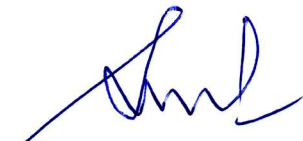
- a) Bankruptcy proceedings being initiated against any of the Party.
- b) Mutual agreement between the "Parties".
- c) Non-performance on the part of the either.

**Notices and other communications:**

Notices and other communications under this MOU shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in the MOU.

By signing this MOU, THE "Parties" acknowledge that it correctly records the understanding they have reached with regard to the project.


IN WITNESS HEREOF, each party hereto has caused this MOU to be executed in duplicate to be effective as on the Date hereinabove mentioned and signed now by its duly authorized representative.

**(For : TSSC )**

Name: Lt Gen (Dr) SP Kochhar  
Chief Executive Officer  
Telecom Sector Skill Council  
2<sup>nd</sup> Floor, Plot 105, Sector 44 Gurgaon  
Haryana 122003

**(For : NIELIT )**

Name: Dr. Ashwini Kumar Sharma  
Managing Director  
NIELIT  
6 CGO Complex, Electronics Niketan  
Lodhi Road, New Delhi 110003


**Witness:**Signature: 

Name :

Designation:

Address:

DPNAIR  
HEAD (DD)  
TSSC GURGAON

**Witness:**Signature: 

Name :

Designation:

Address:

Vanita  
Vanita Yadav  
Joint Director  
NIELIT