

MEMORANDUM OF UNDERSTANDING

Between
Electronics Sector Skills Council of India
(ESSCI)

And

***National Institute of Electronics & Information
Technology (NIELIT)***

On

Collaboration for Skilling in ESDM Sector

Date: 16th December 2022 | Delhi| India



Memorandum of Understanding

This Memorandum of Understanding (MoU) made and entered into on the 16th Dec. 2022 by and between the following two entities collectively referred to as "Parties" and each referred to individually as "Party".

Electronics sector skills council of India (U93000DL2012NPL246447), a Non-Profit making Company duly incorporated under the laws of India and having its office at 155, 2nd Floor, Okhla Industrial Area 3, New Delhi 110020 (India), (hereinafter referred to as "ESSCI"), which expression shall unless repugnant to the context or meaning thereof, include its successor in office and permitted assigns on the first party.

AND

National Institute of Electronics & Information Technology (NIELIT), an autonomous Society under the administrative control of the Ministry of Electronics and Information Technology (MeitY), Government of India, having its registered office at NIELIT Bhawan, Plot No. 3, PSP Pocket, Sector-8, Dwarka, New Delhi-110077 and represented by Sh. R. P. Pandey, Registrar who is duly authorized to sign this document (hereinafter referred to as second party') which expression shall unless the context so specify shall mean and include his successors and assignees on the second part.

WHEREAS this MOU is to set out the framework for working relationship between Electronics Sector Skills Council of India (ESSCI) and National Institute of Electronics & Information Technology (NIELIT)

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

The purpose of the MoU is to forge an alliance between the above entities and to enable and effectively collaborate for Skill Development for the Electronics System Design & Manufacturing Sector.

Objectives of the MoU

1. To create a knowledge platform for strategic partnership with the best Corporates, Academia and Research Institutes for co-creating training Qualifications aligned to the International Benchmark for the Electronics System Design and Manufacturing Sector.



2. Identification and mapping of skilling, upskilling and reskilling qualifications for the ESDM companies operating in India.
3. To bridge the competency gap by creating the higher-level qualifications as per the National Skill Qualifications Framework-NSQF.
4. Development of tailor-made programmes for the specific requirements of the industry.
5. Develop structured road map to make India a repair hub for all types of electronic products, which includes development of Qualifications, training modules for hardware & firmware skill sets to cater domestic and export markets.
6. Exchange of Knowledge & Talent (Students & Trainers) for multi-lateral inter connections for shared value proposition.
7. Jointly setting up of Center of Excellences for Physical & Digital training for capacity building.
8. Facilitate the use of the infrastructure for Industry led courses and other community development projects.

A Joint Steering Committee will be established for the periodical consultation and monitoring of the above objectives.

A. Co-ordination of the Programme including financial arrangements:

The collaborative programme between ESSCI and NIELIT shall be coordinated by a Joint Steering Committee appointed by the authorized signatories for this MOU of both the parties.

B. Duration / Term of the MoU:

- a) This MoU shall be valid for a period of five (5) years from the date of execution and may be extended by mutual agreement, after the expiry period of this MoU.
- b) This Memorandum of Understanding is a document of good faith and implementation of the MoU would be monitored on a six-monthly basis.

C. Changes / Amendment:

No change can be made to this MoU without written consent and duly signed by all the parties. Additions, deletions and/or alterations to this MoU may be affected by way of addendum in writing by the parties to this MoU concerning the changes. Documents containing such additions, deletions and/or alterations and signed by all the Parties shall form addenda to this MoU and be deemed to be part of this MoU.



D. Termination:

Either party can terminate this MoU after serving 3 (three) months' notice in writing if there is failure/ breach of understanding or default by either party other than on force majeure grounds. At the time of termination neither party shall be liable to other hereunder or in relation hereto for more than the fees paid, including the amounts invoiced but not yet paid. Also during the notice of the termination, if some scheme/projects are ongoing, termination will be delayed to the point till the scheme/projects gets completed in full.

E. Force Majeure:

Neither party shall be liable to the other for failure or delay in the performance of any of its obligations under this MOU for the time and to the extent such failure or delay is caused due to acts of God, natural disaster, fire, floods, explosions or earthquake, epidemic or quarantine restrictions, serious accidents, war, insurrection or riots, strikes, legal necessity or Labour troubles, or any other cause beyond the affected party's reasonable control, provided that sufficient notice of such occurrence of force majeure is communicated to the other party.

F. Governing Law and Dispute Resolution

This MOU shall be governed by and constructed in accordance with the laws of India

- i. The Parties shall attempt to amicably settle all disputes arising out of this MoU and the obligations hereunder ("Dispute"). Either Party may give written notice of a dispute to the other Party within (10) days of the occurrence of the event which gives rise to such Dispute or the date such event comes to the notice of the applicable Party. Any dispute between ESSCI and NIELIT in connection with this MoU shall be referred to the designated officials of ESSCI and NIELIT for mutual discussions and negotiations. If no settlement can be reached through mutual discussions and negotiations within [15 days] of either ESSCI or, NIELIT; delivering a notice of the dispute to the other Party, then such matter shall be finally settled by arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any other statutory amendments or modifications thereof ("Arbitration Act"). If both the parties cannot agree on a common arbitrator within 30 (Thirty) days of receiving the notice for arbitration by either party from the other party, then either party can approach the Court, by way of filing a petition under section 11 of the Arbitration and Conciliation Act, 1996 and seek appointment of a neutral person to preside over as the Arbitrator. With respect to such arbitration, the following provisions shall apply:

- The arbitration proceedings shall be conducted in English;
- The place of arbitration shall be at Delhi;
- In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at Delhi shall have exclusive jurisdiction;



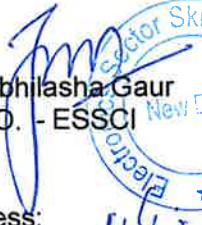

- The costs of arbitration shall be borne as determined in the arbitration award; and
- The decision of the arbitrator(s) shall be final and binding on the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this MOU as of the date of first written above.

Electronics Sector Skills Council of India

Dr. Abhilasha Gaur
C.O.O. - ESSCI

Witness:



Debraj Singh

Stamp:

National Institute of Electronics & Information Technology

Sh. R. P. Pandey
Registrar - NIELIT

Witness:


16/12/2022

Sh 16/12/2022
(SHAMEEM KHAN)

Stamp: