



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

THE ICFAI UNIVERSITY SIKKIM & ITS ASSOCIATE UNIVERSITIES IN MIZORAM, NAGALAND,  
TRIPURA & MEGHALAYA

AND

NATIONAL SKILL DEVELOPMENT CORPORATION (NSDC)

For

Alignment of Skill Development Schemes to Outcome based Trainings, Assessments and  
Certification on Qualification Packs (QP) and National Occupational Standards (NOS)

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This Memorandum of Understanding (MoU) is made on the 1<sup>st</sup> day of June of the year 2018

BY AND BETWEEN

**National Skill Development Corporation** (CIN: U85300DL2008NPL181612), a company incorporated under the Companies Act, 1956 having its registered office at 301, 3<sup>rd</sup> Floor, West Wing, World Mark 1, Aerocity, New Delhi - 110037, India, (hereinafter referred to as "NSDC" which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns), acting through Mr. Manish Kumar, the Managing Director and Chief Executive Officer of NSDC, of the **FIRST PART**.

AND

**ICFAI University Sikkim**, a university established under Section 4 (2) of the Institute of Chartered Financial Analysts of India University, Sikkim Act 2004 (Act 9 of 2004) passed by Legislative Assembly of Sikkim having its office at ICFAI University, Lower Sichey, Ranka Road, Gangtok-737101, Sikkim (hereinafter referred to as "**ICFAI**" or "**University**") which expression shall unless repugnant to the context thereof shall remain and include its successors, legal representatives and permitted assigns, on the **SECOND PART**.

NSDC and ICFAI may hereinafter be referred jointly as "Parties" and individually as "Party".

Whereas NSDC and ICFAI have desired to work together to provide Outcome based Trainings, Assessments and Certification on Qualification Packs (QP) and National Occupational Standards (NOS) for the trainings of various skill development courses and B-Voc degree programmes implemented by ICFAI.

#### **I. PREAMBLE / BACKGROUND**

NSDC was set up as part of a National Skill Development Mission to fulfil the growing need in India for skilled manpower across sectors and narrow the existing gap between the demand and supply of skills. It develops appropriate models to enhance, support and coordinate private sector initiatives.

The University has been notified under Notification No.9/LD/2004 Dated, 15-10-2004 and the University is empowered by UGC for award of degrees under Section 22 and also recognized under section 2(f) of UGC Act 1956. Basically, it is non-profit organization and



a member of the Association of Indian Universities (AIU) and the Association of Commonwealth Universities (ACU). The University offers Graduate and Post Graduate Programs in Management, Information Technology, Law, Humanities & Social Sciences and other areas. ICFAI has been vested to offer world class, innovative, career- oriented professional post graduate and undergraduate programs through inclusive technology - aided pedagogies to equip students with the requisite professional and life skills as well as social sensitivity and high sense of ethics. It strives to create an intellectually stimulating environment for Research, particularly into areas bearing on the socio- economic and cultural development of the state and the nation.

The Objective of this MoU is to further improve employability skills of the students ("Project"). The various programmes offered under this MoU will be aligned to National Occupational Standards (NOS) developed by NSDC through Sector Skill Councils to bridge the gap of industry requirement for suitable jobs. The skills provided during the training will be measured by facilitating suitable employment to the desiring students post achieving certification.

## II. PURPOSE

1. The economic challenges of North Eastern States are many because of their mountainous difficult terrains and topographies with varied elevations, ecological variations, ethnic diversity & poor infrastructure. They have faced a different set of problems that of main land India resulting extremely poor development all along and remained isolated for a long time.
2. School dropout rates are higher in many North Eastern States as compared to rest of India. The skill level and educational attainment of the work force determines the productivity, income levels as well as the adaptability of the working class in changing environment. Thus, these dropouts are serious socio-economic concerns.
3. The overall implementation and the general education component will be managed by ICFAI. The required skill component may be implemented through NSDC approved Training Partners which may be mutually decided by ICFAI and NSDC through Skill Development Advisory Committee as provided in **Section-V (1)** of the MoU.
4. NSDC's relevant Sector Skill Councils (SSCs) will support in identifying the relevant Industry partners for the hands-on skill training.



5. The students will be given a choice to select any one Skill Based Programmes from the identified sectors.
6. Before the commencement of every academic year, ICFAI will review with NSDC and consider introducing new sectors and courses as per the demand of the industry.

### III. GENERAL PROVISIONS

1. This MoU sets up general conditions for co-operation in Skill Based Training in Colleges/Institutions of the University and that the Parties intend to use as a framework to continue their co-operation.
2. The Parties intend to co-operate and focus their effort on co-operation within area of Skill Based Training.
3. The terms of co-operation directions will be defined collectively in the course of negotiations. The Parties through mutual effort will try to establish long term and beneficial co-operation.

### IV. SCOPE OF ACTIVITIES

Targeting the above goals, when implementing co-operation in Skill Based Training, the Parties will direct their efforts towards:

1. Efficient and practical application of experience gained through co-operation in the Skill Based Training ;
2. Enhancement of direct links amongst ICFAI, NSDC, NSDC approved Training Partners and NSDC approved Sector Skill Councils to promote and enhance Skill Based Training;
3. Improving the quality of education of ICFAI by aligning the course curriculum of training to the National Occupational Standards (NOS), set up by NSDC approved Sector Skill Councils;
4. Implementing NSQF Level 4 to Level 7 and multiple entry and exit option available for students;
5. Introduction of Skill based course from the identified sectors in addition to the academic subjects;
6. Review and Introduction of new Skill Based Programmes as per the demand of the industry under other sectors;



7. Facilitating employment to the students post achieving certification;
8. Implementation of co-operation programmes and projects through NSDC approved training partners and NSDC approved Sector Skill Council in Skill Based Trainings;
9. Sector Skill Councils (SSCs) will conduct "Training of Trainers" of trainers of ICFAI on the National Occupational Standards;
10. Setting up of Skill Development Center for placement linked program for school drop outs, unemployed youths, and community in general.

#### V. IMPLEMENTATION OF THE MEMORANDUM

1. There will be a "Skill Development Advisory Committee" (SDAC) to ensure effective implementation of the activities to be carried out under this MoU and for reviewing their progress. The composition of this Committee will be as follows:
  - i) Chairman will be the Vice Chancellor of the University.
  - ii) Two members nominated by NSDC.
  - iii) One member from ICFAI nominated by the Vice Chancellor.
2. **Functions of the SDAC shall be as follows:**
  - i) Discussion of the progress of co-operation in Skill based Training;
  - ii) Preparation and coordination of co-operation plans amongst the Parties;
  - iii) Operational plan to implement Skill Development Programmes based on National Occupational Standards for each of the Colleges/Institutions under the University;
  - iv) Selection of NSDC approved Training Partners;
  - v) Co-ordination and communication with NSDC approved Training Partners and NSDC approved Sector Skill Council for cooperation in Skill Based Training;
  - vi) Discussion of other issues pertaining to the implementation of this MoU;
  - vii) Such other matters as may be decided by and between the Parties.

#### VI. ROLE AND RESPONSIBILITIES OF ICFAI

1. ICFAI will run the courses, which are aligned to the Industry defined Qualification Packs (QP) and National Occupational Standards (NOS) set by the NSDC approved Sector Skill Councils
2. Infrastructure: The Colleges/Institutions that are desirous of introducing skill based training will provide the required infrastructure for the delivery of courses



in the colleges which includes existing class rooms and labs to conduct practical session of the skill based trainings.

3. Appointment of a Nodal Officer responsible to drive the initiative with all the colleges under ICFAI. This officer will lead all the discussions related to implementations of skill-based training and all the operational modalities for mobilisation of students with assistance from NSDC team.
4. ICFAI will appoint a Co-ordinator for day to day operations/ implementation of skill-based programmes and requisite coordination.
5. Awareness and Advocacy: The University and NSDC through NSDC approved training partners will jointly create awareness of their cooperation.
6. Mobilisation of Students: The University will promote and encourage enrolment of students in Skill Based Programmes. This activity will include a press release, sharing information on its website, and actively promoting the engagement on other social media platforms, as and when required. However, each of such press release, promotion, use of name and / or logo of NSDC or any of the scheme implemented by NSDC, shall be require prior written approval from NSDC.
7. Administrative Support: The University will mobilise students, form batches, collect fee, and arrange focussed group discussions for students to make informed choice of sector and job roles. The college staff will ensure their total involvement and commitment to the Project.
8. The University will share the records and other details related to student enrolment and certification with NSDC pertaining to Skill Based Programmes as and when required.
9. ICFAI will pay to the respective NSDC approved Sector Skill Councils and NSDC approved Training Partners for the Trainings and Assessments & Certification respectively as per the mutually agreed fee, which shall be jointly decided by ICFAI, NSDC and NSDC approved Sector Skill Councils and NSDC approved Training Partners (as the case may be). Fixation of such fee will be as per the common norms notification of the Govt of India.

#### VII. ROLE AND RESPONSIBILITIES OF NSDC

1. Identification of Sectors: NSDC will identify Sectors and Job roles in consultation with ICFAI. NSDC will identify and share the list of Sectors and Job roles as appropriate for the various colleges/institutions under the University.

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2. Selection of Training Partners: The training delivery may be done through NSDC approved Training Partners. NSDC will shortlist Training Partners having experience and expertise to provide QP-NOS (Qualification Pack – National Occupational Standards) based trainings which will be finalised by SDAC. The QP-NOS based courses of progressive Job Roles of NSQF (National Skills Qualification Framework) Level 4; Level 5, Level 6 and Level 7 in a sector will be introduced and delivered in Colleges.
3. Quality Assurance: SSC approved by NSDC will be responsible for benchmarking quality of the training, assessments and certification according to the standards and processes of NSDC. Attendance requirements as per the University Ordinances will be monitored by the concerned College/Institution *and* NSDC-approved Training Providers. Assessment & Certification of Training would be by SSCs approved by NSDC.
4. NSDC may discharge all or any of the above activities either itself or through NSDC approved Sector Skill Council(s) and/or NSDC approved Training Partners.

#### VIII. JOINT ROLES AND RESPONSIBILITIES OF ICFAI AND NSDC

1. Both Parties will establish procedures to facilitate regular contact at the executive and operational levels to discuss issues arising in relation to the project.
2. Both Parties will hold periodic meetings, between their senior officials to discuss the coordination of issues which are relevant for the successful implementation of this MOU.

#### IX. FINANCIAL ARRANGEMENTS

1. The skill training fee and the associated assessment fee will be paid by ICFAI directly to selected NSDC training partners. ICFAI and NSDC approved Training Partner(s) will sign a service level agreement.

#### X. MONITORING

Implementation of the MoU will be jointly monitored by ICFAI and NSDC.

#### XI. EFFECTIVE DATE AND DURATION OF THE MOU

This MoU shall be effective from the date it is signed by the Parties hereto. The duration of the MoU will be initially for a period of five years from the effective date, unless or otherwise terminated earlier, as per Clause XIV.



## XII AMENDMENT TO MOU

No amendment to this MoU shall be valid unless the same is made in writing jointly by the Parties hereto or their authorized representatives and specifically stating the same to be an amendment to this MoU.

## XIII CONFIDENTIALITY

a. Subject to Clause b below, Parties agree that they will keep all information pursuant to this MoU confidential and shall not disclose to any third Person any Confidential Information (which is marked as such by either of the Party to the other Party) with respect to the MoU and Programme hereunder.

b. Exceptions

A Party may disclose Confidential Information:

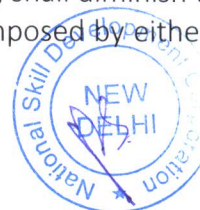
- I. to the extent to which it is required to be disclosed pursuant to applicable law;
- II. to the extent to which it is specifically permitted by the other Party in writing;
- III. to the extent that the Confidential Information is publicly available (other than as the result of a breach by such Party of its confidentiality obligation under Clause XIII(a) above); and
- IV. to its employees and professional advisors, but only to the extent necessary and subject to such employees and professional advisors accepting an equivalent confidentiality obligation to that set out in this Clause – Confidentiality.

## XIII TERMINATION OF MoU

2. The MoU can be terminated by either Party giving the other Party, a prior written notice of not less than thirty days. However, the on-going courses of the enrolled students should be completed by NSDC approved Training Partner, as engaged.
3. This MoU shall also stand terminated for any reason such as legal processes, Acts of the State or similar such exigencies beyond the normal control of the party concerned and which disabled any of the parties hereto from functioning further for a minimum period of six months.
4. Neither Party shall be liable to pay any compensation to the other Party in respect of expiry of term or termination of this MoU.

## XIV MISCELLANEOUS PROVISIONS

1. The MoU is not intended to be a legally binding document. Rather, it is meant to describe the nature and co-operative intentions of the University and NSDC to suggest guidelines for co-operation. Nothing, therefore, shall diminish the full autonomy of either Party, nor may any constraints be imposed by either upon

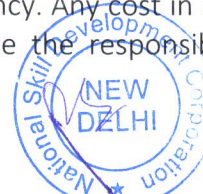




the other, and nothing in this MoU shall be deemed to create a partnership, joint venture, or agency relationship between the Parties.

2. Any other matter not included in this MoU which is necessary for the smooth functioning of the activities to be carried out under this MoU shall be finalized between the University and NSDC on mutual terms and conditions.
3. The use of the name, logo and/ or official emblem of any of the Party on any publication, document, paper, website or any other platform or mode is allowed only, after seeking explicit prior permission in writing of the respective Party.
4. The MOU shall not create any legal relation of employer-employee or of principal and agent between the Parties or with the employees / staff of the other Party.
5. This MoU does not create any legal obligations between the Parties. Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation or negotiations between the Parties, without reference to any third party.
6. The Parties are entering into this MoU in good faith and intentions. Neither Party will be responsible for any liabilities arising out of death, injury or any legal action in respect of field staff, trainees or any other persons associated with the operationalization of this MoU. ICFAI agrees and confirms that NSDC shall not be liable for any losses, claims, liabilities, damages or costs of any nature whatsoever including any loss in relation to failure of NSDC to meet the objective envisaged in this MoU. For the purpose of this clause, ICFAI shall include its employees, trainers, students, directors, representatives, and agents, associated organisations and universities, and their employees, trainers, students, directors, representatives and agents. The Parties agree and confirm that notwithstanding anything contained in this MoU, no provision of this MoU [except clauses XI to XIV] is intended to legally bind either of the Parties. Separate definitive agreement(s) shall be entered into by the Parties in case it is intended to create any legal rights and obligations. NSDC shall not be liable to bear any cost/financial obligation (directly or indirectly) under this MoU or matters arising out of same.
7. NSDC may, in its sole discretion, provide support (non-financial) in terms of content of Advertising. Wherever NSDC logos are used in any Advertisements (with NSDC's prior written consent), NSDC may support (non-financial) in creating advertisement by using its own Advertising Agency. Any cost in relation to media buying for those advertisements shall not be the responsibility of









NSDC. Any advertisements under this MoU would need to be approved by the NSDC.

8. ICFAI shall not do or cause to be done any act whereby or by reason whereof the reputation and goodwill of NSDC, Ministry of Skill Development & Entrepreneurship, Government of India or any other Ministry is adversely affected in any manner whatsoever.
9. This MoU does not give authority to either Party to either represent or exercise opinion or decision, on behalf of the other Party.
10. This MOU and any matter relating to this MOU shall be governed by and construed in accordance with the laws of India and shall be subject to exclusive jurisdiction of the courts at Delhi.

IN WITNESS WHEREOF, the Parties have caused their duly authorised representatives to sign this MoU on the date first above written.

For and on behalf of ICFAI University Sikkim	For and on behalf of National Skill Development Corporation
(Signature) 	(Signature) 
Prof. (Dr.) Jagannath Patnaik Vice Chancellor ICFAI University Sikkim	Manish Kumar MD & CEO National Skill Development Corporation
(Date)	(Date)
Witness Sign:  Name: SANDHYA R PANT Address: SICHEY, GANGTOK.	Witness Sign:  Name: Rekha Menon Address: NSDC, Delhi

