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₹200

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This Stamp paper forms an integral part of the Memorandum of Understanding dated 25<sup>th</sup> July 2023 executed by and between Directorate General of Training, Ministry of Skill Development and Entrepreneurship, Government of India and ETS India Private Limited.

Statutory Alert:

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निदेशक / Director  
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कोशल विकास और उद्यमशीलता मंत्रालय  
Ministry of Skill Development & Entrepreneurship  
कोशल भवन, कारोल बाग, नई दिल्ली  
Kaushal Bhavan, Karol Bagh, New Delhi



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**Directorate General of Training, Ministry of Skill Development and Entrepreneurship,  
Government of India**

**AND**

**ETS India Private Limited**

**ON**

**PILOT OF TOEIC BRIDGE ASSESSMENTS FOR SELECT STUDENTS IN NATIONAL  
SKILL TRAINING INSTITUTES / INDUSTRIAL TRAINING INSTITUTES**

**25 July 2023**

***PRIVILEGED AND CONFIDENTIAL***

  
सी. स. मूर्ति, आई.स.डी.स.  
C. S. MURTHY, I.S.D.S.  
निदेशक / Director  
भारत सरकार / Govt. of India  
कौशल विकास और उद्यमशीलता मंत्रालय  
Ministry of Skill Development & Entrepreneurship  
कौशल भवन, करोल बाग, नई दिल्ली  
Kaushal Bhavan, Karol Bagh, New Delhi




This Memorandum of Understanding (“MOU”) is entered into on 25 July 2023 (“Effective Date”) between **DIRECTORATE GENERAL OF TRAINING** under the Ministry of Skill Development and Entrepreneurship (“MSDE”), having its registered office at 7<sup>th</sup> Floor, Kaushal Bhawan, New Moti Bagh, New Delhi, 110023. (hereinafter referred to as “DGT”) and **ETS INDIA PRIVATE LIMITED**, having its registered address at B1/H3, Mohan Co-operative, Mathura Rd Industrial Area, Block B New Delhi South Delhi – 110044, India (hereinafter referred to as “ETS India”).

DGT and ETS India are hereinafter referred to individually as a “Party” and collectively as the “Parties”.

This MOU is intended to represent the good faith intention of the Parties to work towards the purpose and goals described herein. Except as expressly provided otherwise herein, no other binding and enforceable rights or obligations in favor of either Party are intended to be created by this MOU. No correspondence, oral statements, or course of conduct between the Parties will alter the nature of this MOU.

Both Parties have reached consensus on the following fields of collaboration:

### Article 1 Introduction

ETS India and DGT will collaborate to conduct a pilot of TOEIC Bridge assessment for select 1000 students studying in National Skill Training Institutes (NSTIs) and Industrial Training Institutes (ITIs) and conduct training of 50 trainers of these institutes, as outlined in the Article 3 of this MOU.

### Article 2 Guiding principles

The Parties will work together and cooperate with each other on activities as outlined in Article 3 and will adhere to open communication and collaboration between the two organizations.

### Article 3 Proposed Collaboration

The following key activities will be undertaken as part of this MOU:

  
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Page 3 of 9


## 1. DESIGN FOR PILOT OF TOEIC BRIDGE ASSESSMENTS

- Designing a pilot of TOEIC Bridge® assessment across NSTIs and ITIs.
- The pilot will operate across NSTIs/ITIs for a total of 1000 CTS (Craftsmen Training Scheme) and CITS (Crafts Instructor Training Scheme) students across 10 States. The pilot will do an assessment of English Listening and Reading skills as per TOEIC Bridge assessment.
- Target population: Students enrolled in a CTS or CITS program in the NSTIs/ITIs.
- Trainer Workshops: ETS India will support this pilot with Teacher Workshops for the TOEIC Bridge Tests.

## 2. IMPLEMENTATION: ROLES & RESPONSIBILITIES OF EACH PARTY

### DGT:

- To select the NSTIs/ITIs across 10 States where the pilot of TOEIC Bridge assessment will be carried out.
- To select the teachers/trainers at these NSTIs/ITIs who will undergo training workshops provided by ETS India.
- To ensure 100% attendance of teachers/trainers in the training workshops being conducted by ETS India.
- To select 1000 students for the Pilot who will take the TOEIC bridge (Listening and Reading modules) assessment.
- To ensure availability of computer labs at the selected NSTIs/ITIs with requisite hardware and software to conduct the assessment.
- To ensure strict human proctoring/invigilation in the computer labs during the conduct of the proposed assessment.
- To ensure adequate training for 6-8 weeks for the selected students by the trainers trained by ETS India. Each student has to be pre-assessed before they appear for TOEIC Bridge Assessment.
- To identify with ETS India the pre-assessment criteria that makes a student eligible to appear for TOEIC Bridge Assessment.

### ETS India:

- To provide training workshops (1 offline and 3 online trainings) to train the 50 teachers/trainers selected by DGT. Duration of the training would be 6 (six) hours per training. Training will be conducted for all 50 teachers/trainers as a single batch.

  
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- To provide TOEIC Bridge Online Learning and Practice Course for student self-learning (Bridge Listening and Reading).
- To provide TOEIC Bridge pre-assessment tests to the DGT to assess the English Reading and Listening skills' levels of the 1000 students before they take the TOEIC Bridge Assessment.
- To provide TOEIC Bridge (Listening and Reading modules) assessment in CBT mode to 1000 students selected by DGT.
- To share the results of all students who took Pre-test and TOEIC Bridge with DGT
- To provide TOEIC Bridge score report to DGT to be distributed amongst the students.

The Parties may modify the above list, as may be mutually agreed in writing.


#### Article 4 Costs and expenses

All costs and expenses incurred by a Party arising out of its responsibilities as per Article 3, shall be borne by that Party, unless expressly agreed otherwise in writing by the Parties. DGT may, in its sole discretion, provide non-financial support.

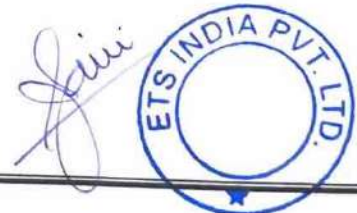
#### Article 5 Confidentiality

The Parties mutually agree that this MOU, and the substance of the discussions between them, are "**Confidential Information**". During the term of this non-binding MOU, the Parties may have access to information which is unpublished and proprietary to the other Party. Unpublished and proprietary information may include, but not be limited to any financial information; any proprietary or unpublished technologies, methodologies, software programs, algorithms, or product concepts; client or customer lists; any student or candidate testing or demographic data, and test materials (including test questions, score sheets etc.). To be protected hereunder, confidential/proprietary information must be marked confidential if disclosed in written or other tangible form. If confidential/proprietary information is disclosed orally or visually, confidential/proprietary information must be identified as confidential at the time of disclosure and reduced to writing, marked confidential, and transmitted to the receiving Party within thirty (30) days of the initial disclosure.

Each Party shall keep confidential the unpublished or confidential information of the other Party. Neither Party shall use or disclose such information belonging to the other Party in any way without the disclosing Party's written consent. The conditions of this paragraph pertaining to



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मंत्रालय / Ministry of Skill Development & Entrepreneurship  
कोषाल भवन, करौली बाजार, नई दिल्ली  
Kaushal Bhavan, Karol Bagh, New Delhi



proprietary, confidential, and unpublished information shall be binding upon the Parties hereto and shall survive termination of this MOU for a period of 1 year. The Parties agree that they will not provide information to or make any statement to third parties regarding the other Party that criticizes, or otherwise disparages said Party, whether by electronic, written, or oral means.

### Article 6 Intellectual property

All copyrights, patents, trade secrets, trademarks, or any other intellectual property (“**Intellectual Property**”) owned by one Party prior to the date of this MOU will continue to be owned by that Party. Neither Party will gain, by virtue of this MOU, any Intellectual Property rights owned by the other. If the Parties decide to engage in any of the activities set forth in this MOU, the Parties must, prior to engaging in such activities, negotiate in good faith a signed, written agreement regarding the ownership and license rights (if any) of any Intellectual Property that may be created. For the avoidance of doubt, any Intellectual Property created by one Party without the use of the Intellectual Property or confidential information of the other Party shall be and remain the sole and exclusive property of the first Party.

### Article 7 Contacts

The following individuals within their respective organizations will be responsible for managing such Party’s efforts under this MOU.

mailto:

ETS India

DGT, MSDE

Vishal Sharma

C.S. Murthy

Director Government Relations

Director (IT & TT)

Vishal.sharma@etsindia.org

chegondi.murthy@dgt.gov.in

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**Article 8**  
**Term and Termination**

This MOU is expected to be effective from the Effective Date and shall be valid for a period of 1 (one) year from the Effective Date. Either Party may terminate the MOU by giving the other Party notice of at least 30 (thirty) calendar days in writing without incurring any liability to the other Party. If the Parties have entered into a separate written agreement(s) regarding any of the activities described herein, termination of any such agreement will be governed by the terms of that agreement.

**Article 9**  
**Representations And Warranties**

Each Party assures, declares, represents, and warrants to the other Party that:

- a. It is legal entity duly incorporated under the applicable laws of India;
- b. It has all necessary statutory and regulatory permissions, approvals and permits to enter this MOU; and
- c. It shall comply with all applicable laws and regulations in any relevant jurisdiction including but not limited to those relating to data protection laws.

**Article 10**  
**Disclaimer of Warranties; Limitation of Liability**

Except as may be set forth in any separate written definitive agreement(s) binding on the Parties, (a) all materials, information, or other items provided by one Party to the other are provided "as is" without warranty of any kind, and each Party disclaims all warranties, express or implied, with respect to any materials, information, or other items provided to the other in connection with this MOU; and (b) in no event will either Party be liable to the other for any direct, consequential, indirect, special, punitive or other damages arising out of or related to this MOU, whether such liability is based on breach of contract, tort, strict liability, or otherwise and even if apprised of the likelihood of such damages occurring, except with respect to direct damages related breach of any representation and warranties, violation of its confidentiality obligations or the other Party's Intellectual Property rights. Given that this is not an academic program, Parties agree that they will perform the obligations under this MoU on best effort basis and neither assumes any responsibility for any desired results.

DGT hereby also agrees and acknowledges that, ETS India shall not be liable for any delay or failure to conduct TOEIC Bridge® assessment due to any non-availability or inadequacy of necessary infrastructure or equipment required to conduct TOEIC Bridge® assessment at NSTIs and ITIs.

  
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Kaustral Bhawan, Keroal Bugh, New Delhi



## Article 11 Independent Parties

The Parties understand and agree that they are independent contracting Parties, and nothing contained in this non-binding MOU shall be deemed to create a partnership, joint venture, or agency relationship between them, nor does it grant either Party any authority to assume or create any obligation on behalf of or in the name of the other. The relationship between the Parties under this MOU is non-exclusive. Nothing in this MOU requires either Party to refrain from offering, acquiring, selling, licensing, promoting, or developing other services, platforms, or products that compete with the services, platforms, or products that are the subject of the relationship contemplated by this MOU.

## Article 12 Governing Law and Dispute Resolution

The laws of India shall govern this MOU, and courts at New Delhi, India shall have the exclusive jurisdiction over any disputes arising out of this MOU. In the event of any dispute, controversy or difference which may arise between the Parties, the Parties hereto shall in the first instance do their utmost to settle such dispute, controversy, or difference amicably. Where the Parties hereto fail to settle such dispute, controversy, or difference amicably within sixty (60) calendar days of the written notice given by either Party to the other Party of the existence of dispute, then the dispute shall be finally settled by arbitration in New Delhi through a sole arbitrator appointed mutually by the Parties, in accordance with the Indian Arbitration and Conciliation Act, 1996.

The award of arbitration shall be final and binding upon the Parties. The arbitration shall be conducted in English language.

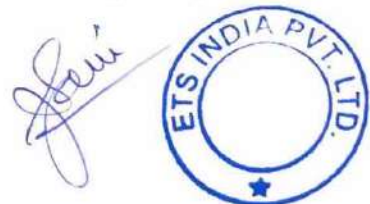
## Article 13 Counterparts; Amendment

This MOU may be executed electronically and in counterparts, each of which shall be deemed to be an original copy of this non-binding MOU and all of which, when taken together, will be deemed to constitute one and the same non-binding MOU. This non-binding MOU may only be amended upon the signed mutual agreement of the Parties.

## Article 14 Miscellaneous

- (i) Use of name/logos: Neither Party shall use the name, logo and/or official emblem etc. of the other in any manner without prior permission in writing from the other Party.
- (ii) Reputation: Neither Party shall do or cause to be done any act whereby the reputation and goodwill of the other is adversely affected.

  
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डिरेक्टर / Director  
भारत विकास आर्थिक निदेशक / Ministry of Skill Development and Entrepreneurship  
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## Article 15

### Binding Terms

The Parties acknowledge that the terms of this MOU relating to Proposed Collaboration (Implementation: Roles & Responsibilities of each Party), Confidentiality, Intellectual Property, Representation and Warranties, Disclaimer of Warranties; Limitation of Liability, Governing Law and Dispute Resolution and Miscellaneous are binding on the Parties.

Directorate General of Training,  
MSDE  
Director (IT & Exams)

C.S. Murthy

Date:

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ETS India

Country Manager

India and South Asia

Sachin Jain

Date:

