

Stamp duty paid vide Certificate No. SPDL763260421152227 dated 26.04.2021 in Delhi for the purpose of execution of this General Agreement.

**MEMORANDUM OF UNDERSTANDING
FOR COLLABORATION ON UNIFIED APPRENTICESHIP PORTAL
BY AND BETWEEN
NATIONAL SKILL DEVELOPMENT CORPORATION
AND
DIRECTORATE GENERAL OF TRAINING**

DATED: 10 May 2021



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is entered into on this **10th Day of May 2021** ("Execution Date") by and between:

National Skill Development Corporation, a company incorporated under the Companies Act, 1956, with CIN: U85300DL2008NPL181612, having its registered office at 301, West Wing, Worldmark I, Aerocity, New Delhi - 110037 (hereinafter called "**NSDC**" which unless repugnant to the context shall mean and include its successors, assignees and administrators).

AND

Directorate General of Training, a Department functioning under Ministry of Skill Development and Entrepreneurship, Government of India, having its registered office at B-2, Kaushal Bhawan, Pusa Road, Karol Bagh, New Delhi - 110005 (hereinafter referred to as "**DGT**" which unless repugnant to the context shall mean and include its successors, assignees and administrators).

NSDC and DGT are hereinafter individually referred to as "**Party**" and collectively as "**Parties**".

INTRODUCTION

- A. Ministry of Skill Development and Entrepreneurship ("**MSDE**") implements the Apprenticeship Program in India. MSDE had entrusted the Directorate General of Training to implement the apprenticeship training falling under Designated Trades ("**DT**") category and made the National Skill Development Corporation responsible for implementation of apprenticeship training under Optional Trades ("**OT**") category. MSDE is the principal authority of the previous two portals, namely <https://apprenticeshipindia.org/> for OT vertical and www.apprenticeship.gov.in for DT vertical; and also funds its implementation.
- B. MSDE has now directed NSDC to Integrate and implement the DT portal into NSDC's existing OT portal, to function as a unified portal for apprenticeship under the following url: www.apprenticeshipindia.org / apprenticeshipindia.gov.in.
- C. Under this MoU, the Parties collaborate to fulfill MSDE's directions with respect to the unified portal ("**Apprenticeship Portal**").

NOW, THEREFORE, the Parties hereby record the terms of their understanding as follows:

1. DEFINITION AND INTERPRETATION

- 1.1. In this MoU, including in the Recitals hereof, the following words, expressions and abbreviations shall have the following meanings, unless the context otherwise requires.
 - (a) "**Applicable Law**" shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, Order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination



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by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any Authority having jurisdiction over the matter in question, whether in effect as of the date of this MoU or thereafter.

- (b) **“Authority”** shall mean any national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency, any statutory body or commission or any non-governmental regulatory or administrative authority, body or other organization to the extent that the rules, regulations and standards, requirements, procedures or Orders of such authority, body or other organization that have the force of Applicable Law or any court, tribunal, arbitral or judicial body, or any stock exchange of the India or any other country.
- (c) **“Confidential Information”** includes the contents of this MoU and all content created pursuant to this MoU. It also includes, with respect to the Parties any information or trade secrets, schedules, business plans including, without limitation, commercial information, financial projections, client information, technical data, developments, intellectual property, ideas, know-how, marketing materials, business information, accounting and financial information, credit information, various types of lists and databases, administrative and/or organizational matters of a confidential/secret nature in whatever form which is acquired by, or disclosed to, a Party (**“Receiving Party”**) by the other Party (**“Disclosing Party”**) pursuant to this MoU, but excluding information (i) which at the time it is so acquired or disclosed, is already in the public domain or becomes so other than by reason of any breach or non-performance by the Receiving Party of any of the provisions of this MoU, (ii) which is subsequently received by the Receiving Party from a third party who, to the Receiving Party’s knowledge, owes no obligation of confidentiality to the Disclosing Party with respect to that information (iii) which is required to be disclosed under Applicable Laws, regulations, or court, judicial, or government agency orders. Confidential Information also includes any tangible or intangible non-public information that is marked or otherwise designated as ‘confidential’, ‘proprietary’, ‘restricted’, or with a similar designation by the Disclosing Party at the time of its disclosure to the Receiving Party, or is otherwise reasonably understood to be confidential by the circumstances surrounding its disclosure.
- (d) **“Force Majeure”** means an act of God, war, civil disturbance, strike, lockout, act of terrorism, flood, fire, pandemic, explosion or legislation or restriction by any government or other authority, or any other similar circumstance beyond the control of any Party, which has the effect of wholly or partially suspending the obligations hereunder, of the Party concerned during the continuance and to the extent of such prevention, interruption or hindrance.
- (e) **“Intellectual Property”** or **“Intellectual Property Rights”** shall mean any and all trademarks and services marks (whether or not registered), copyrights, design rights (whether or not registered), moral rights, patents, performance rights, database rights, Internet, WAP and other new media rights, names, logos and codes, publicity rights, and any and all other intellectual property and proprietary rights of any nature whatsoever that subsist, or may subsist, or be capable of registration, in each case in relation to the obligations herein or any part thereof and which exist, or may exist, in any jurisdiction anywhere in the World.



1.2. Interpretation

- (a) Heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation.
- (b) Terms may be defined in Clause 1.1 above, or elsewhere in the text of this MoU and, unless otherwise indicated, shall have such meaning throughout this MoU.
- (c) Reference to this MoU shall be deemed to include any amendments or modifications to this MoU, as the case may be.
- (d) References to the singular will include the plural
- (e) References to the word "include" shall be construed without limitation.

2. AREAS OF COLLABORATION

Areas of collaborations and responsibilities are outlined in **Schedule A** to this MoU.

3. TERM AND TERMINATION

- 3.1 This MoU shall be effective from **01 April 2021** and shall be valid for **02 years till 31 March 2023**. This MoU will be reviewed one month before the end of the Term or at a time mutually agreed by the Parties for possible renewal.
- 3.2 Either of the parties may terminate this MoU by giving ninety (90) days' notice to the other party and in the event of such termination either party shall endeavor to complete their respective pending responsibilities and obligations aforesaid, within the said time.
- 3.3 Either Party's right to terminate this MoU shall be without prejudice to the other rights and remedies it may have under Applicable Law.
- 3.4 Upon termination of this MoU, any rights or authority granted by a Party to the other Party under this MoU shall terminate with immediate effect.
- 3.5 Within 7 (seven) business days after termination, upon the request of NSDC, DGT will return or destroy, at the option of NSDC, all Confidential Information of NSDC and all materials relating to work in progress of the obligations herein.
- 3.6 Within 7 (seven) business days after termination, upon the request of DGT, NSDC will return or destroy, at the option of DGT, all Confidential Information of DGT and all materials relating to work in progress of the obligations herein.
- 3.7 The accrued rights of the Parties as at termination, including but not limited to payments as per Schedule A of this MoU, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced in any manner.

4. INTELLECTUAL PROPERTY

The Parties acknowledge and assign to MSDE in perpetuity, ownership on the assets and any Intellectual Property created pursuant to this MoU.

5. CONFIDENTIALITY

- 5.1 The Receiving Party may be given access to Confidential Information of the Disclosing Party pursuant to the purpose of this MoU.
- 5.2 The Receiving Party shall:
 - (a) use the Confidential Information of the Disclosing Party only for purposes of complying with its obligations under this MoU and, without limiting the generality of the foregoing, shall not, directly or indirectly, deal with, use, exploit or disclose such Confidential Information or any part thereof to any



person or entity or for any purpose whatsoever (or in any manner which would benefit any competitor of the Disclosing Party) except as expressly permitted hereunder or unless and until expressly authorized in writing to do so by the Disclosing Party;

- (b) use reasonable efforts to treat, and to cause all its officers, agents, servants, employees, professional advisors and contractors and prospective contractors to treat, as strictly confidential all Confidential Information. In no event shall such efforts be less than the degree of care and discretion as the Receiving Party exercises in protecting its own valuable confidential information;
 - (c) not, without the prior written consent of the Disclosing Party, disclose or otherwise make available the Disclosing Party's Confidential Information or any part thereof to any party other than those who need to know the Confidential Information for the purposes set forth herein;
 - (d) not copy or reproduce in any manner whatsoever the Confidential Information of the Disclosing Party or any part thereof without the prior written consent of the Disclosing Party, except where required for their own internal use in accordance with this MoU; and
 - (e) promptly upon the request of the Disclosing Party, return and confirm in writing the return of all originals, copies, reproductions and summaries of Confidential Information or, at the option of the Disclosing Party, destroy and confirm in writing the destruction of the Confidential Information.
- 5.3 The obligations of confidentiality contained in this MoU are intended to survive the termination of this MoU.

6. Liabilities and Indemnification

- 6.1 Without limiting any other rights which NSDC may have under this MoU and under law, DGT shall indemnify, defend, hold harmless and keep indemnified NSDC, its associates, partners or its directors or its employees from and against any claim or loss including without limitation, fines, penalties, fees, damages, costs (including legal fees and expenses) liability (whether criminal or civil) suffered and/or incurred by NSDC, its affiliates or its directors or its employees arising from or in connection with DT vertical, including but not limited to, enhancements or modifications in the Apprenticeship Portal, budgets, payments, costs and purchase orders/work orders.
- 6.2 Any delays or shortcomings attributable to the IT vendor, including but not limited to, downtime, disruption in operations shall be dealt in accordance with the contract between NSDC and the IT Vendor. Neither NSDC nor DGT shall be liable for any such delays or shortcomings of the IT Vendor, and any default shall be dealt in accordance with provisions of the contract between NSDC and the IT Vendor. NSDC shall be responsible for enforcing such provisions.
- 6.3 Neither party shall be responsible for any data breach or application access provided to the other party and its associated stakeholders. The access and use of any data of the stakeholders by either party, shall be governed by relevant data protection legislations relating to the processing, privacy and use of data, including the Information Technology Act, 2000 and Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 including any statutory modification(s) or re-enactment thereof, for the time being in force.
- 6.4 The provisions of this Clause shall survive the termination or expiry of this MoU.



7. LIMITATION OF LIABILITY

- 7.1 Neither Party shall be liable for any consequential, incidental, special, indirect, exemplary or punitive damages, or damages for any loss of profits, revenue or business, regardless of the nature of the claim, even if the other Party has been notified of the possibility of such damages.
- 7.2 The above limitations of liability and exclusions from liability set forth in this Clause 7 shall not apply:
- in cases of gross negligence or willful misconduct; or
 - to any liability arising out of corrupt or fraudulent conduct.

8. FORCE MAJEURE

- 8.1 Neither Party shall be liable for any failure or delay in performance of any obligation, under this MoU to the extent such failure or delay is due to a Force Majeure event. The Party having any such cause shall promptly notify the other Party in writing of the nature of such cause and the expected delay.
- 8.2 If, however, it is not feasible for a Party to prevent the occurrence of the Force Majeure event as a result of which that Party is prevented from performing its obligation for more than thirty (30) days due to such Force Majeure Event ("**Aggrieved Party**"), the other Party may decide to release the Aggrieved Party from performing its obligation hereunder or may modify the relevant provisions of this MoU affected by the Force Majeure event so long as the Force Majeure event continues, in order to enable the Aggrieved Party to perform its other obligations hereunder as so modified.

9. COMPLIANCE WITH LAWS

Each Party shall at all times and at its own expense:

- strictly comply with all Applicable Laws, now or hereafter in effect, relating to its performance of this MoU;
- maintain in full force and effect all licenses, permits, authorizations, registrations, and qualification from any Authority to the extent necessary to perform its obligations hereunder.

10. GOVERNING LAW AND DISPUTE RESOLUTION

This MoU shall be governed by the laws of India.

- In the event of any dispute, controversy or claim arising in any way out of or in connection with this MoU (a "**Dispute**"), the Parties shall attempt in the first instance to resolve such Dispute through amicable discussion.
- In the event the Parties are unable to amicably resolve dispute arising out of this MoU, the dispute shall be referred to a committee consisting of Additional Secretary/Joint Secretary in charge of Apprenticeship of MSDE, MD/CEO of NSDC and DG of DGT.
- Subject to the clause above, all disputes arising amongst the Parties shall be subject to the exclusive jurisdiction of the Courts in Delhi/New Delhi only.

11. MISCELLANEOUS

- 11.1 This MoU constitutes the entire agreement amongst the Parties with respect to the subject matter hereof.



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- 11.2 **Amendment:** No changes, amendments, modifications or waiver of any of the terms and conditions hereof shall be valid, unless reduced to writing and signed by duly authorized representatives of the Parties hereto.
- 11.3 **Notice:** Any notice, request, consent, waiver or other communication required or permitted hereunder shall be effective only if it is in writing and shall be deemed received by the Party to which it is sent (i) upon delivery when delivered by hand (ii) three days after being sent, if sent with all sending expenses prepaid, by an express courier or registered or speed post with a reliable system for tracking delivery or (iii) when transmitted, if sent by confirmed facsimile, addressed as follows:

If to: National Skill Development Corporation

Attention: Managing Director & Chief Executive Officer

Address: 301, West Wing, Worldmark I, Aerocity, New Delhi – 110037

Fax No: +91-11-46560417


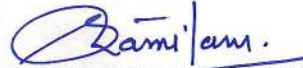
If to: Directorate General of Training

Attention: Smt. Neelam Shami Rao, DG/AS

Address: B-2, Kaushal Bhawan, Pusa Road, Karol Bagh, New Delhi – 110005

- 11.4 **Waiver:** Failure by either Party to enforce at any time or any period any one or more of the terms or conditions of this MoU shall not be a waiver of them or of the right at any time subsequently to enforce any and/or all terms and conditions of this MoU.
- 11.5 **Severability:** The invalidity or unenforceability of any provision in this MoU shall in no way affect the validity or enforceability of any other provision herein. In the event of the invalidity or unenforceability of any provision of this MoU, the Parties will immediately negotiate in good faith to replace such a provision with another, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces.
- 11.6 **Assignment:** This MoU and the rights and obligations herein may not be assigned by either Party without the written consent of the other Party.
- 11.7 **Survival:** Such provisions of this MoU, which are by their nature, intended to survive the termination of this MoU, shall survive the termination of this MoU.

IN WITNESS WHEREOF the Parties have executed these presents on the day and year herein above written.

<p>For National Skill Development Corporation</p> <p> Manish Kumar (May 25, 2021 14:27 GMT+5.5)</p> <p>Sh Manish Kumar Managing Director & Chief Executive Officer</p>	<p>For Directorate General of Training</p> <p> Smt Neelam Shami Rao Director General / Additional Secretary</p>
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SCHEDULE A AREAS OF COLLABORATION

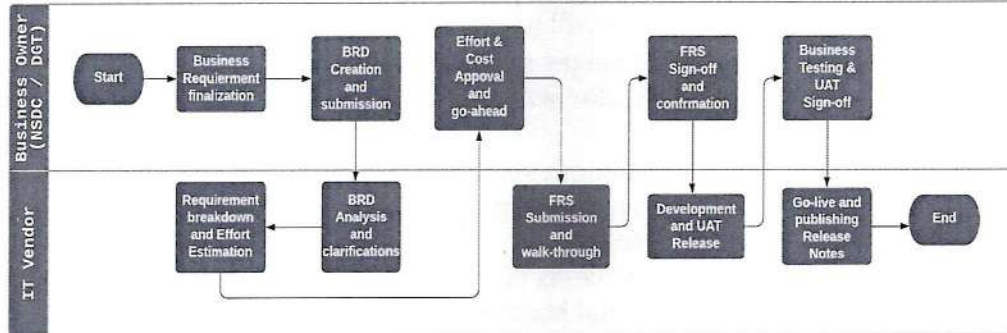
- A. Both DGT and NSDC implement Apprenticeship as per the Apprentices Act, 1961, Apprenticeship Rules, 1992 and Guidelines for Implementation of National Apprenticeship Promotion Scheme. The process for implementation varies across different modules. On the Apprenticeship Portal, there are modules that are common for DT and OT and those that are specific to DT/OT. Currently, these are as below:
1. Common Processes (DT & OT)
 - i. Candidate Registration & Profile Completion
 - ii. Establishment Registration & Profile Completion
 - iii. Course Creation
 - iv. Opportunity Creation
 - v. Contract Creation, Approval & Amendments
 - vi. Payroll Generation & Stipend Payment
 - vii. Home Page and other shared pages
 2. DT Specific Processes
 - i. BTP/TC registration & approval (DT)
 - ii. All India Trade Test (AITT) (DT)
 3. OT Specific Processes
 - i. BTP/TC registration & approval (OT)
 - ii. Assessment & Certification (OT)
 - iii. BTP reimbursement (OT)
 - iv. Stipend Claim reimbursement (OT)
- B. The division of responsibility will be as follows:
1. DGT will be responsible for DT specific modules and any changes to these will be solely approved by DGT.
 2. NSDC will be responsible for OT specific modules and any changes to these will be solely approved by NSDC.
 3. DGT and NSDC will hold joint responsibility for the common modules. Any process changes required in common modules from either side will have to be approved by the Portal Review Board (PRB) by mutual consent of all parties.
 4. The PRB will have representation from MSDE, NSDC and DGT. The PRB will be headed by MSDE official and the final decision making in case of conflict will lie with MSDE. The IT Vendor may be invited to the PRB for inputs, as required.
 5. Any change in the architecture of the portal will also be approved by the PRB.
 6. Both DGT and NSDC can suggest changes and enhancements to the Apprenticeship Portal.
 7. The internal approval processes of changes at NSDC and DGT are not in the scope of this MoU. NSDC and DGT representatives in the PRB will ensure that internal approvals, as required, are accorded.
8. Security Audit will be carried out by NSDC on the Apprenticeship Portal within 60 days from the Execution Date and NSDC shall intimate DGT about the same.
- C. Management of the program



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1. Process flow for changes/enhancements to the Apprenticeship Portal

i. Both DGT and NSDC will follow the Process flow as defined below:



ii. The responsibility of the documentation will lie with the respective business owner, that is, DGT or NSDC. The business owner will be responsible for:

- Business Requirement Document
- Requirement finalization
- Impact analysis acceptance
- Timeline approval
- UAT and go live sign off
- FRS/PME/Release Notes Document Management
- Go live communication

iii. The effort and cost approval, if any, will be provided by NSDC and go-ahead for development will be provided by respective business owners (NSDC/DGT) for all changes and enhancements.

iv. Post the approval from the business owner, negotiations vis-à-vis WBS estimates and cost will be finalised and the work order/purchase order will be issued by NSDC to the IT vendor.

v. For common processes, documentation to be managed by request initiator and all approvals will be given by both NSDC and DGT. Any conflicts will be resolved by the PRB.

vi. NSDC will be sent all documentation by business owners, with respect to any changes and enhancements.,

2. Co-ordination with IT Vendor

i. NSDC has contracted the IT Vendor for the Apprenticeship Portal, as directed by MSDE. Accordingly, the IT Vendor will continue to report to NSDC only.

- All negotiations, with respect to contracts, rates etc. pertaining to the portal as a whole will be solely NSDC's responsibility.
- For any DT specific requirements, implementation, clarifications, and progress, the IT Vendor shall directly report to DGT, keeping NSDC in the loop.

ii. NSDC will also be responsible for co-ordination with IT vendor for:

- Performance of portal
- IT – Infrastructure security
- System improvement plans
- Stakeholder trainings, handholding and associated literature
- Escalation Management

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- iii. All payments to the IT vendor will be made by NSDC.
 - For changes specific DT related modules, the payment to IT Vendor will be given after sign-off on delivery from DGT.
 - For changes specific to OT related modules, the payment to IT Vendor will only be given after sign-off on delivery from NSDC.
 - For changes specific to common modules, the payment to IT Vendor will be given after sign-off on delivery from both DGT and NSDC.
3. Support structure vis-a-vis IT vendor
 - i. Separate Annual Maintenance Service (AMS) teams will be created for DGT and NSDC.
 - ii. A common project manager at IT vendor end will be responsible for the overall management of the project.
 - iii. The allocations available under the AMS team for DGT will be approved by DGT. NSDC will offer support to arrive at AMS team size, etc. based on experience.
 - iv. A Common ticketing tool will exist for DT and OT.
 - v. Timelines will be part of specific request/requirement.
4. Budget Allocation
 - i. The Apprenticeship Portal is currently funded by SANKALP and approved by MSDE.
 - ii. NSDC will be responsible for creation of the budget and submission of budget allocation request to MSDE. This will take into account the approval by DGT for the DT scope of work.
 - iii. NSDC shall inform DGT of allocations and availability of funds from MSDE for use by DGT.
 - iv. In case of any out of budget expenses by DGT or NSDC, NSDC shall process such requests only upon receipt of funds from MSDE.
 - v. No changes will be ordered to the IT Vendor on the Apprenticeship Portal till the budget amount is received from MSDE.

