

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) is made at New Delhi on 12th May, 2022 by and between:

National Skill Development Corporation, (CIN: U85300DL2008NPL181612) a company incorporated under Companies Act, 1956 and having its registered office at 301, West Wing, Worldmark 1, Aerocity, New Delhi – 110037 (hereinafter referred to as “**NSDC**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns), of the **FIRST PART**;

AND

Centre for Research and Industrial Staff Performance (CRISP) (Registration. No. 5072/97) an autonomous organization established under the Department of Technical Education & Skill Development, Government of Madhya Pradesh, incorporated under Madhya Pradesh Society Registrickaran Adhinyam 1973 and having its registered office at Opposite Manas Bhawan, Shyamla Hills, Bhopal- 462002 (hereinafter referred to as “**SECOND PARTY**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns), of the **SECOND PART**.

NSDC and **SECOND PARTY** are hereinafter individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS:

A. NSDC is a not for profit company incorporated under the Companies Act, 1956 (“**Act**”) and has the licence under Section 25 of the said Act (corresponding to section 8 of the



Companies Act, 2013) and was set up as part of 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.

- B. SECOND PARTY is an autonomous organization established under the Department of Technical Education, Skill Development & Employment, Government of Madhya Pradesh, incorporated under Madhya Pradesh Society Registrickaran Adhinyam 1973.
- C. The Parties agree to enter into this MOU to record the understanding between the Parties to collaborate, and terms under which they wish to do so.

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

1. AREAS OF COOPERATION

The Parties agree to collaborate on a non-exclusive basis, with the roles and responsibilities mentioned in Annexure II of this MoU:

The Parties may modify their roles and responsibilities, as may be mutually agreed between them in writing.

NSDC may discharge all or any of its responsibilities under this MOU either by itself or through NSDC approved Sector Skill Council(s) and/or NSDC approved Training Provider(s).

2. TERM AND TERMINATION

- (i) The term of this MOU (i.e. date of commencement and date of expiry) is specified in Annexure - I ("**Term**") unless terminated earlier in accordance with the terms of this MOU."



- (ii) Termination: Either Party may terminate this MOU at any time by giving the other Party notice of at least 30 (thirty) calendar days in writing. On termination of this MOU, each Party agrees to return all properties, including but not limited to content, technology, software and documentation owned and/or provided by the other Party.

3. OTHER COVENANTS

- (i) Non-recourse: The Parties are executing this MOU in good faith, and the MOU is intended to facilitate collaboration on general areas of cooperation. With the exception of Clause 2 (Term and Termination) and Clause 3 (Other Covenants), this MOU is not intended to create any legally binding obligations on either Party. In case Parties are desirous to create any financial or legal obligations with respect to any of the areas of cooperation above, separate definitive agreement (s) shall be entered into by mutual consent of both the Parties.
- (ii) No Liability: Neither Party will be responsible for any liabilities associated with the operationalization of this MOU, including failure of NSDC to meet the objective envisaged in this MOU.
- (iii) Representation: Neither Party shall represent the other Party in any manner. This MOU does not give authority to either Party to represent or exercise opinion or decision, on behalf of other Party.
- (iv) Relationship and Financial Obligations:

It is agreed that nothing in this MOU shall deem to create any:

- (a) Legal relationship, such as a partnership, joint venture, agency, employer-employee relationship or the like between the Parties; or
- (b) Financial responsibilities or obligations for any Party towards the other Party or any third party.



- (v) Notwithstanding any provision of this MOU, this MOU is not intended to and does not grant the status of NSDC's affiliated Training Partner to SECOND PARTY. SECOND PARTY acknowledges and takes note that a separate agreement is executed by NSDC with the concerned entity in accordance with the NSDC's internal policies and guidelines including Funding and Non-Funding Guidelines for the purpose of granting the status of NSDC's affiliated Training Partner to such entity.
- (vi) Use of name/logos: Neither Party shall use the name, logo and/or official emblem etc. of the other Party in any manner without prior permission in writing from the other Party. Further, SECOND PARTY will also not use the name, logo, emblem associated with NSDC implemented schemes or associated with Ministry of Skill Development and Entrepreneurship ("MSDE") without prior written permission, in each instance, from the appropriate owner of the name, logo and/or official emblem.
- (vii) Notices: Any notice and other communication to be served on the Parties shall be deemed to be properly served on the same day if delivered personally; or in 3 (three) days from the date of posting if delivered under Registered Post with Acknowledgement Due or through courier; or on the same day if delivered by facsimile to the Parties, as the case may be, at their respective addresses set forth in Annexure -I hereto, or at such other address as any Party shall hereafter inform the other Party by written notice given as aforesaid.
- (viii) Costs: Any cost in relation to advertising in any manner under this MOU shall be borne by SECOND PARTY only. NSDC may, in its sole discretion, provide non-financial support in terms of content of the advertising. Any cost in relation to purchase of media slots for those advertisements shall be borne by SECOND PARTY. Any advertisement on all media under this MOU would need the prior written approval of NSDC.
- (ix) Reputation: Neither Party shall do or cause to be done any act whereby the reputation and goodwill of the other Party is adversely affected. Further, SECOND






PARTY shall not do or cause to be done any act whereby the reputation of MSDE, Government of India or any other Ministry is adversely affected in any manner whatsoever.

- (x) Confidentiality: For the purposes of this MOU, "Confidential Information" shall include all information of any nature and form, which is not generally known to the public, and with respect to both Parties shall include but is not limited to, business knowledge, commercial information, company policies, data shared under this MOU, data about affiliates, partners, trainees, students, donors, scheme implementors and beneficiaries. Parties agree that they will not disclose such confidential information to any third party without the approval of the Party disclosing such confidential information, unless required under any statute or by any statutory authority.
- (xi) Amendments: This MOU may only be varied by mutual agreement of the Parties in writing.
- (xii) Dispute Resolution: 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.
- (xiii) Governing law and Jurisdiction: 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.
- (xiv) Nothing in this MOU shall be understood or construed as a binding right or obligation of the Parties or as obligating the undersigning Parties hereto, to finally conclude any agreement.
- (xv) The original executed MoU shall be retained by NSDC, and a certified copy of the same shall be provided to the SECOND PARTY.



The Parties have caused their duly authorised representatives to sign this MOU on the date first above written.

<p>For National Skill Development Corporation</p> <p>Sign: </p> <p>Name: Mr. Ved Mani Tiwari</p> <p>Designation: Chief Operating Officer</p>	<p>For Centre for Research and Industrial Staff Performance (CRISP)</p> <p>Sign: </p> <p>Name: Mr. Amol Vaidya</p> <p>Designation: Director</p> 
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ANNEXURE-I

1. Term :

Date of commencement of the MOU	
Date of expiry of the MOU	

2. Address for notice:

To NSDC:

Attention	
Address	

To SECOND PARTY:

Attention	
Address	Centre for Research and Industrial Staff Performance (CRISP) Opposite Manas Bhawan, Shyamla Hills, Bhopal – 462002



ANNEXURE-II

CRISP & NSDC may jointly work in:

Setting up a “Centre of Excellence in Futuristic Technologies” in Madhya Pradesh

- Setup a Futuristic Skill Development Facility in Madhya Pradesh preferably in Indore the Business capital of Madhya Pradesh, to be Centre Of Excellence Focused in High skill sectors/areas of strategic Importance of growing industries in the state like Industry 4.0/3D Modelling /AI/ML/E-Vehicle/Robotics/ Semiconductors etc..
- Launch new Programs on Futuristic Skill Development
- Focus On Training Of Trainer (ToT), Training Of Assessor (ToA) Programs, Specialized Programs Focused On High Skilled Trades, Etc
- Periodical Skill Assessment of the Trainers through Self-Assessment Kit
- Post Certification Refreshers Course in the Skill Areas to update knowledge

Skill India Impact Bond

- Focus on Women Entrepreneurship/Start-up programs, CRISP would like to support the women or young girls in making them Atmanirbhar by conducting a dedicated scheme named “e-Sakhi” with NSDC support –under this program CRISP would like to develop 10000 rural women into “DIGITOPRENOUR” by which they would be able to provide various e-transaction based services to the rural families and specially the rural women, spreading the digital knowledge would be an added advantage to the society, The program will be launched in the selected Panchayats with special focus in Tribal Panchayats areas.
- Innovative skill development livelihood programs for rural areas at National Level in aspiring districts.

Partnership in CRISP Flagship Livelihood program (Gramin Udyami)



- To provide CAPEX and OPEX support in terms of grant to CRISP to support the Livelihood support program for Rural Youth of Madhya Pradesh. CRISP has target of developing 92000 (04 in each of 23000 panchayats) young entrepreneurs who will provide the on demand Technical Services to their village clusters. These young entrepreneurs will be trained on Multi skill areas as per the local need. A mobile app and a web based system will be designed to get the calls for services to start App / Call based rural services delivery system.

SANKALP and STRIVE

- CRISP got the mandate to benefit 125000 youths of Madhya Pradesh in two years to fill the gap of skill demand and supply and to meet the high skills and future skills requirements of the economic sector nationally.
- To achieve the goal in due course of time, CRISP propose to establish its 04 satellite centres to provide regional support for Skills Acquisition and Knowledge Awareness for Livelihood Promotion (SANKALP)” and “Skills Strengthening for Industrial Value Enhancement (STRIVE)” ultimately boosting the Skill India Mission.
- NSDC provides technical and financial support in establishing these centres under the SANKALP & STRIVE programmes.

Research and Innovation

- To provide the technical (ICT and the ground level) operational supports to bridge the gaps in regular update of National Skill Inventory, CRISP propose to develop a Mobile App to compile the Skill Inventory of the Trained and Certified candidates and link it with the local demand of the Industry or enterprises. It will fill the gap of demand and supply in local skill areas. The industry and enterprises will be able to send their requirements for a particular skill set to align the programs by the VTPs. This will not only support min 70% employment of the trained candidate, as well provide the inputs for Focus on conducting demand based sector specific training programs.



- CRISP propose to set up a 3D content development Lab to make a model to create Animated / 3D / IR / VR based skill development mini courses for critical areas like industrial safety, Oil& Gas refinery, Industry Boilers & Furnaces, Rail / Road Bridges, Dams and heavy machinery maintenance etc., where the candidates cannot visit and experience the real world environment, using the 3d Virtual content candidates can have a close look and immersive experience of the environments.

IT / ITES Services

- To support in smooth operations and enhancement in LMIS portal.
- To provide IT services for the smooth operations & enhancement for various applications of NSDC.
- Development of 360 degree feedback system.
- Provide Analytical Services using BI Tools.
- Integration of Block chain in training and certification process for verification
- Explore and Innovate AI models to start Facial Recognition , Contact less Enrolment, Voice based search utility, Development of AI Trained Model specialised for Skill Sector
- Undertake, promote or subsidize the production and distribution of literature, educational or promotional or other Instruction materials for skill development and technical training through development of e-content design, development of multilingual skill based e-Contents and its distribution through LMIS.

Other Support & Service areas

- Impact Assessment (monitor, evaluate and analyze the outcomes) of the various schemes and programmes.
- Assessment, management and administration of training centres, workshops for achieving desirable objectives by setting up 360 degree feedback mechanism and periodical inspection system;
- To promote NSDC framework in the developing countries by establishing NSDC international centres. (CRISP has a international centre in Ethiopia)



- To offer technical assistance in developing research projects for establishing institutional or non-institutional programmes for skill development
- To Organize workshops, study circles, working groups and conferences for promoting and utilization of research in skill development under Skill India Mission.
- CRISP to accredited as SO (Sending Organisation) under TITP.



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A handwritten signature in blue ink, appearing to be "Paul", with a horizontal line underneath.