MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is signed on this ………… day of ……………, 2014 between CAPITAL GOODS SKILL COUNCIL, having its office at Federation House, Tansen Marg, New Delhi – 110001 (India), herein after called the “CGSC” represented through its CEO (which expression shall, unless repugnant to the context, includes its successors and assignee), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , hereinafter referred as “Industry Partner” represented through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(which expression shall, unless repugnant to the context, includes its successors and assignees ).

WHEREAS, CGSC and Industry Partner together herein after will be referred as “Partners”.

AND WHEREAS, CGSC is the Sector Skill Council for the Capital Goods Industry registered under the Societies Act XXI of 1860 and is promoted by FICCI and Department of Heavy Industries (DHI), Government of India with support from the National Skill Development Corporation (NSDC).

AND WHEREAS, the Industry Partner is company registered under Indian company act 1956 vide Regn. No \_\_\_\_\_\_\_\_\_\_ approved by Registrar of Companies\_\_\_\_\_\_\_\_\_\_\_\_\_/ a partnership firm executing business relevant to capital goods sector.

AND WHEREAS, CGSC and Industry Partner UNDERSTAND the shortage of Skilled & Certified manpower required in the Capital Goods Sector. RECOGNIZE the importance of Capital Goods Skill Council’s role in competency building to match industrial requirement of skilled manpower, and also WISH to enhance qualitative & quantitative reputation of Capital Goods Sector.

AND WHEREAS, CGSC recognizes the industry partners requirement of skilled manpower and will work towards fulfilling these needs by involving the industry partner in developing and reviewing the occupational standards, build a credible and stringent quality assurance system for identification and accreditation of training partners, training of trainers, stringent assessments and a credible certification, developing a credible Labour Management Information System and bring in international best practices.

AND WHEREAS, the Industry Partner recognizes the role of CGSC and that it has been set up “By the Industry for the Industry”.

**OBJECTIVE**

The objective of this MOU is to enhance cooperation between CGSC and Industry Partner to promote skills development for the betterment of the industry by creating a long term mutually rewarding partnership between Industry and CGSC.

Now both Partners hereby mutually agree the intent of partnership to:

1. Jointly develop the National Occupational Standards (NOS) for different streams and job roles at various levels in the industry, where industry partner will provide industry specific inputs and access to shop floor and CGSC will synthesis the inputs to develop the NOS.
2. Validate and approve the NOS as industry standard.
3. Encourage experienced / retired Industry people to participate in the training and assessment process facilitated by CGSC.
4. Encourage preferential recruitment of trained and CGSC certified manpower and in principle pay higher wages / salary to such certified people.
5. Encourage existing non certified employees to take assessments and earn CGSC certificate for enhanced productivity and career progression.
6. Share half yearly projected demands of manpower proposed to be hired directly or indirectly to facilitated training through CGSC network.
7. Nominating dedicated contact personnel to supplement this endeavour and work in coordination with each other.

**VALIDITY**

This MOU will be valid for a period of three (03) years and may be renewed with same or additional scope and terms for cooperation as per mutual consent.

**FINANCIAL IMPLICATION**

There will be no financial implication / liability for either partner unless specifically agreed and included in the MOU or addendums to this MOU.

**CONFIDENTIALITY**

Both partners hereby will maintain the confidentiality of information and agree not to divulge any of the confidential information to any third party and in addition not to communicate, indicate or suggest to any party the existence of negotiations under this MOU.

Confidential information means any and all information in whatever form whether disclosed orally or in writing or whether eye readable, machine readable or in any other form including, without limitation, the methods of operation, the various applications, processes, strategies, data, know how, specifications, literatures and any other material made available by one party to the other party under this MOU.

**TERMINATION**

The MOU may be terminated by either partner by giving one (01) 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 partner shall be liable to other hereunder or in relation hereto for more than the fees paid, including the amounts invoiced but not yet paid.

**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 partner.

IN WITNESS WHEREOF both partners hereto set their hands and signed the Memorandum of Understanding on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_ and year 2014.

The activities of this MOU must be carried out in accordance with appropriate laws and regulations existing in the INDIA.

**Capital Goods Skill Council \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Industry Partner)**

(Authorized Signatory) (Authorized Signatory)

Official Stamp Official Stamp

Witness 1. Witness 1.

Witness 2. Witness 2.