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Article 5 Agreement or Memorandum of an agreement

BAYS NO 7-12 SEC 4 PANCHKULA

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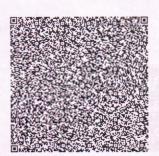
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MISSION DIRECTOR HSDM

APAREL MADEUPS HOME FURNIHING

MISSION DIRECTOR HSDM

(One Hundred only)





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This Memorandum of Understanding (MoU) is made on the 19th Day of Sep. of the year 2015

BY AND BETWEEN

Haryana Skill Development Mission, a society registered under Haryana Registration & Regulation of Societies Act 2012 and having its registered office at Bays - 7-12, Sector - 4, Panchkula (hereinafter referred to as HSDM" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) on the First Part

Apparel Made-Ups & Home Furnishing Sector Skill Council, a non-profit company, registered under the

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 3. In case of any discrepancy please inform the Competent Authority.

Companies Act, 1956, licensed under Section 25 of the same and having its Registered Office at 4th Floor, Apparel House, Institutional Area, Sector-44, Gurgaon-122003, (hereinafter referred to as "AMH SSC" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) on the Second Part

PREAMBLE & BACKGROUND

AMH SSC is the Sector Skill Council for the Indian Apparel Made-ups & Home Furnishing Industry and has been formed under the aegis of the National Skill Development Corporation (NSDC). NSDC has been formed jointly by Government of India and Industry Associations, as a PPP initiative to promote skill development.

AMH SSC works closely with its founder members: the Apparel Export Promotion Council; their individual members, Industry Associations and Ministry of Skill Development & Entrepreneurship, Govt of India to meet its objectives. The AMH SSC functions as an autonomous body and its main charter/objectives are as under:

- Identify the skill development needs of the Apparel Made-ups & Home Furnishing
- Set National Occupational Standards (NOS).
- · Approve curricula for training.
- Execute 'Train the Trainer' programmes.
- Accredit Training Institutes imparting training in Apparel Made-ups & Home Furnishing job roles.
- Set assessment and certification processes.
- Establish Labour Market Information System (LMIS).
- Undertake research to identify future needs.

Haryana Skill Development Mission is a society registered under Haryana Registration & Regulation of Societies Act 2012. HSDM has been established in the state of Haryana to carry forward the skill development initiatives in a coordinated manner. The Mission envisions that youth of the state have fair choices to acquire skills that are relevant to the employers, at a reasonable cost and within reasonable distance from their residence and would have the facility to obtain professional counselling in making good choices, based upon their interest and aptitude and also employment potential of the skill and would also be facilitated in obtaining placement / employment after acquiring certification. To achieve this, HSDM has also been integrating efforts of various departments of the State and Central Government organizations engaged in skill development training and make available employment oriented and placement linked training in vocational skills to youth.

I. OBJECTIVES OF MOU

Under this MoU, HSDM &AMH SSC intend to associate to meet out the certain objectives in Apparel Made-Ups & Home Furnishing sector skill training which includes Curriculum Alignment with QP/NOS, Assessment & Certification of the Trainees of HSDM empanelled Training Providers, organizing Training-of-Trainers (ToT) program, focus on quality improvement of the Apparel sector skill training program and may facilitate placement of trained certified youth.

II. TERM

The term of this MOU will be for a period of three years from the date of signing. The term of MoU can be extended by mutually agreed terms between signing parties.

III. ASSESSMENT GUIDELINES

Assessment Guidelines of AMH SSC are published & updated on the official website: http://www.amhssc.com/

IV. DELIVERABLES UNDER MOU

- a) AMH SSC will interact with the Training Providers of HSDM and obtain the training schedule.
- b) AMH SSC will engage and validate the HSDM curriculum alignment to the AMH SSC approved OP/ NOS.

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- c) AMH SSC will also share QP/ NOS aligned courses either by themselves or for other government skill missions/projects.
- d) Training Providers of HSDM shall intimate the dates of Assessment to AMH SSC at least 15 days in advance along with the Trainee details.
- e) AMH SSC will nominate Assessors to conduct Assessment on the due dates.
- f) Assessors will liaise with the Training Providers & HSDM designated officials and conduct the assessment on the given date.
- g) Assessors will verify the Trainee details shared before assessment to rule out any proxy/ imposter trainees.
- h) The assessment would be carried out as per the standard assessment tools developed by AMH SSC on lines with the curriculum based on Industry approved National Occupational Standards (NOS).
- i) The result of the Assessment would be declared within 7 days from assessment. Based on the results, AMH SSC would prepare the certificates in electronic/physical form for the successful candidates & dispatch it to the training partner within 7 days from the date of result declaration.
- j) AMH SSC shall help in suitable placements to successfully certified youth of HSDM empanelled training partner candidates.
- k) AMH SSC will share data base of assessment & certification with HSDM & would facilitate HSDM to duplicate copies of certificates with only administrative cost.
- 1) MIS would be shared between HSDM &AMH SSC as required.
- m) AMH SSC will provide a resource to HSDM on requirement basis for inspection/audits of Training Providers during the accreditation process.
- n) HSDM may also ask AMH SSC to assess and certify candidates who have already finished the training, and not assessed/certified earlier.
- o) AMH SSC will cooperate in facilitating Training-of-Trainers Programme in mutual consultation with HSDM.
- p) SSC will be under obligation to share information about all the A & C of any or all of the youth being trained by TP/PIA under any skill development scheme implemented by HSDM.

V. CONSIDERATION

AMH SSC will charge Rs.1200/- (inclusive of all) per trainee for assessment & certification, however the assessment & certification fee under ISDS Scheme would be Rs. 1000/- per trainee. Payments to AMH SSC will be made on above agreed rate after due verification of compliances of A & C process. The charges will be subject to revision with mutual consent. All processes related with drafting papers/ exam, printing, tests etc. shall be covered by AMH SSC independently without any involvement of Training Partner / HSDM officials.

VI. THE PARTNERSHIP

The primary relationship driver aims at structuring a relationship which will promote the objectives of HSDM supported by AMH SSC.

VII. CONFIDENTIALITY

Both parties shall take all necessary care to ensure that the information provided by the other remains confidential and further agree not to use the confidential information for any purpose other than the purpose for which they are intended.

VIII. MODIFICATIONS

This MOU may be modified, through a written document signed by duly authorized representatives of both parties.

IX. WARRANTIES

Each party warrants to the other that it has the power & authority to enter into this MoU.

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X. TERMINATION

Either party may terminate this MOU by giving a notice of 30 (thirty) calendar days in writing. However, outstanding projects shall be completed to the satisfaction of the parties. Termination of this MOU shall not nullify any payments due from one party to the other which will be cleared within thirty days of the termination.

XI. NOTICE

All notices required or permitted by, or made pursuant to this MOU shall be in writing and sent by registered post to the following addresses:

For HSDM:

Haryana Skill Development Mission

Bays - 7-12, Sector - 4, Panchkula, Haryana

For AMH SSC:

Apparel House, Sector - 44, Institutional Area,

Gurgaon 122003, Haryana

XII. FORCE MAJEURE

Neither party hereto shall be considered in breach hereof or in default if it fails to perform or observe any or all of the terms of this MOU resulting directly or indirectly, such as, but not limited to acts of God, Civil or Military authority, acts of Government, acts of Public Enemy, war, riots, explosion, earthquake, flood, storm, lightning strike, etc. In such a case either party shall notify the other party of the occurrence of such cause and should as a consequence, the performance under this MOU be prevented for a period longer than six months, then the other party shall have the right to terminate this MOU.

XIII. GENERAL

This MOU and all disputes and suits related thereto shall be governed, constructed and interpreted in accordance with law of India, without regard to conflicts of law provisions thereof.

Signed this Memorandum of Understanding o	n this 19th	day of Septemb	er, 2015 at
Chandigarh		1	

For and on behalf of:

For and on behalf of:

Apparel Made-ups & Home Furnishing Sector Skill Council

(Signature) Funda

(Signature)

Dr. Roopak Valishtha

Sh. Subhash Chandra, IAS (MD-HSDM) Panchkula

Haryana Skill Development Mission

(Date)

(Date)

Witness:

Witness:

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