MEMORANDUM OF UNDERSTANDING (MoU)
Under the National Skill Qualification Framework (NSQF)

Between

All India Council for Technical Education, New Delhi

And

Apparel Training & Design Centre, New Delhi

31st December 2014
Shastri Bhawan, New Delhi
This Agreement is entered into and executed on this 31st day of December 2014 at New Delhi.

BY AND BETWEEN

All India Council for Technical Education (hereinafter called "AICTE"), a Statutory Body of Ministry of Human Resource Development, Government of India, established under the All India Council for Technical Education Act, 1987 'represented by its Chairman, having its office at 7th Floor, Chanderlok Building, Janpath, New Delhi-110 001 which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the ONE PART

AND

Apparel Training and Design Centre (hereinafter referred to as the "ATDC") under the aegis of Apparel Export Promotion Council, sponsored by Ministry of Textiles, Government of India, is a society registered under the Societies Registration Act, 1860, having it's registered office at A-223, Okhla Industrial Area, New Delhi-110 020 with the National Head Office at Paridhan Vikas Bhawan, P-50, Institutional Area, Sector -44, Gurgaon -122 003, Haryana represented through its Chairman, Sh Virender Uppal (which expression, unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include their executors, administrators and assigns), party of the SECOND PART.

WHEREAS, the All India Council for Technical Education has initiated a scheme of "National Skill Qualification Framework (NSQF)" to provide competency based employability enhancement skills and education under the NSQF;

WHEREAS under the scheme ATDC Skill Training Centres / Set-ups are required to perform the role and function of providing hands-on skill training in Apparel and Textile and
related areas with such training centres / set-ups located preferably all over the country.

WHEREAS the First Party is to participate as a Regulator under the National Skill Qualification Framework (NSQF)

WHEREAS the Second Party has expressed its keen interest and desire to be a key partner in the execution the National Skill Qualification Framework (NSQF) in terms of the objectives of the scheme and policy as highlighted and specified in the said Programme and Particularly in view of the desire and interest of ATDC to join and partner with AICTE in providing competency based skills through its training centres / set-ups for the purpose of the scheme;

WHEREAS both parties have held discussions and agreed for collaboration for conducting National Skill Qualification Framework (NSQF) whereby ATDC will impart the requisite training and award credits for the training conducted on its own, to the registered students.

THEREFORE, both the parties hereby agree that the Training Centres /set-ups of ATDC, (refer list: Schedule I) as approved and recognized by ATDC and registered with AICTE from time to time shall be known as an act / performs the role of “Skill Knowledge Providers” under the scheme to conduct National Skill Qualification Framework (NSQF) on the following terms and condition:-

1. The ATDC agrees that centres approved and recognized by ATDC and registered with AICTE (herein after to be referred as [“ATDC-SKP”]), as mentioned in Schedule I, to this agreement shall act and perform the role of Training Provider to Provide hands on skill training in Apparel and Textile sector and all their related areas.

2. The ATDC agrees that the following responsibilities shall be undertaken by the ATDC-SKPs:
The ATDC agrees and undertakes that its ["ATDC-SKP"] as specified in Schedule I to the agreement shall register with AICTE for conduct of training modules under the NSQF and shall perform following functions:

a. Announce the Schedule of module for calendar year.
b. Register students for the modules and upload the same on AICTE website.
c. Conduct the modular training.
d. Conduct examination / evaluate the student, award the grade indicating completion of Training and uploading the same on the AICTE website.
e. The ATDC-SKP recognized and approved by ATDC as provided in Schedule I may register students as provided by the AICTE approved Institution for the purpose.
f. The ATDC-SKP shall also sign a local MoU with the AICTE Approved Institution for the purpose and finalize the terms and conditions for such an engagement under the NSQF.
g. The ATDC-SKP as specified in Schedule I to the agreement may take flexible training timing and schedule in consultation with the AICTE approved Institute.
h. The ATDC-SKP shall plan the Skill Modules as per the employability enhancement skill required under NSQF.
i. The ATDC-SKP shall announce and inform through its website, the schedule of the Skill Modules it plans to offer in the academic year concerned for information of the prospective students and it shall accept the students as provided by the AICTE approved Institute.
j. The ATDC-SKPs shall be entitled to the fees as mutually agreed to by the ATDC-SKPs and the Institute with which the MoU is signed.

3. The ATDC-SKP will conduct appropriate training sessions as per the following pedagogy:
a. These various programmes on different topics under this project will focus on practical hands-on training in field / lab supplemented with structured academic content and can be supplemented with appropriate theory sessions in academic institutions / colleges.

b. Practical sessions shall be held in flexi-mode that shall expose the student to various equipments in terms of their operations.

c. Academic content may focus on the various operational procedures / facets of the technologies present in the ATDC networks related to the practical sessions in an attempt to provide the student with **high end equipment handling practical skills as opposed to rote learning.**

d. Program **Academic Structure:** The complete spectrum of practical skill may be modular. The duration of skill-part of the program in ATDC premises / training centres shall be incorporated into the framework of NSQF.

e. In brief, the training sessions shall introduce the trainee to various planning, operational and other aspects, of skill training described under NSQF.

A Summary of the project details is as per **Schedule II**

4. **No Confidentiality**

There shall not be any confidentiality of any information disclosed to by both parties to each other, either in operationalizing this agreement or for the purposes of implementing this agreement. The information sought under **Right to Information Act** or otherwise by any student shall be promptly made available.

5. The ATDC agrees and undertakes that the ATDC-SKP as recognized and approved by it, which are shown in Schedule I to the agreement, shall act as Training Provider in terms of the agreement signed by them with the AICTE approved Institute in their vicinity and the agreement to be signed
between the AICTE approved institute and the Training Provider shall provide the details regarding the schedule of operation, in order to protect the interest of student and all concerned stakeholders.

6. The ATDC agrees and undertakes that its ATDC-SKP reflected in Schedule I to the agreement shall participate, operate and execute the scheme strictly in accordance with the scheme and AICTE for conduct of NSQF and shall not indulge in any violation of the scheme.

7. The Scheme of the AICTE to provide competency based skill under NSQF shall be treated as part and within the scope of the present agreement for all purposes.

8. Both the parties shall indemnify and keep the other party indemnified and harmless against any and all claims, actions, proceedings by third party (including all costs, expenses, damages / losses) arising out of or in connection with this MoU due to breach of any provisions of this MoU by such party or as a result of any act of negligence / omission or commission on part of such party and / or its employees, agents etc.

9. The ATDC-SKPs shall continue as such for a period of at least 3 years from the date of execution of this agreement, which may be renewed in accordance with the provision of the scheme from time to time subject to the sole decision and discretion of the AICTE and on such terms and condition, which may be decided or determined by AICTE additionally. However, in case the registration of either party with AICTE is suspended or terminated, the instant agreement shall stand determined and terminated with immediate effect.

10. During the operation of MoU circumstances may arise which may call for alterations or modifications or amendments to this agreement. These alterations or modifications or amendments will be mutually discussed and agreed upon in
writing. No amendment or change hereof or additions hereto shall be effective or binding on either of the parties hereto unless set forth in writing and executed by the respective duly authorized representatives of each of the parties hereto.

11. The AICTE shall have the right to deregister any ATDC-SKP as Training Provider under the scheme during the subsistence of the present agreement without assigning any reason for whatsoever. Additionally, it is open to AICTE to de-register a ATDC-SKPs on account of receipt of complaint or malfunctioning in execution of the provision of the scheme or its objectives.

12. If any dispute arises between AICTE & ATDC on operation and execution of the agreement, efforts shall be made to resolve the same amicably and if the dispute is not settled then it shall be referred for arbitration to the Chairman, AICTE, who shall be the sole arbitrator in the matter and whose decision shall be final and binding to the parties.

13. The present agreement can be terminated by the AICTE by giving a notice of one month to ATDC without assigning any reason in this regard and the ATDC shall have no claim against AICTE and its official on account of termination of such agreement. However, the responsibilities and duties of both parties in respect of the common students already registered for any of the NSQF Programs shall not end with the termination of the agreement, and these will remain valid in totality until completion of evaluation of the already registered students and reporting of their results by both parties.

14. **Effective Date:**

This agreement is effective from the date signed by both the parties will be valid for a period of three years until determined, suspended or terminated earlier.
IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this mutually binding Memorandum of Understanding as of the date first written above.

For AICTE:

Signed : [Signature]
Name : Prof. S. S. Mantha
Title : Chairman (AICTE)
Dated : 31st December 2014

For ATDC:

Signed : [Signature]
Name : Virender Uppal
Title : Chairman (ATDC)
Dated : 31st December 2014

Witnessed by:

1) Signature : [Signature]
Name : [Name]
Date : [Date]

2) Signature : [Signature]
Name : [Name]
Date : 31-12-2014