



UNIVERSITY OF ENGINEERING & MANAGEMENT, JAIPUR

(Established by Institute of Engineering & Management Trust, Kolkata - 700 091, under Act of Govt. of Rajasthan)
'GURUKUL', 6 Km. from Chomu on Sikar Road (NH-11), Udaipuria Mod, Jaipur-303807, Rajasthan
Phone : 9887413330/9887313330, Fax : +91-8302542610, E-mail : vc@uem.edu.in, Website : www.uem.edu.in

Memorandum of Understanding

This Agreement is entered into on this **7th day of December 2020**,

BETWEEN

Electronics Sector Skill council of India having its corporate office at #602, 604, 606 & 608 6th Floor, Ansal Chambers II, Bhikaji Cama Place, New Delhi - 110066 (hereinafter called "ESSCI" or "FIRST Party" which expression shall unless repugnant of the context or meaning thereof be deemed to mean and include its successors and assign) of the FIRST part;

AND

University of Engineering and Management{UEM}, Kolkata and Jaipur, having its campuses at University Area, Plot No III, Main Arterial Road, New Town Action Area -III Kolkata - 700L60 West Bengal and at 6kms from Chomu on Sikar Road Udaipuria Mod, Chomu, Jaipur 303807, Rajasthan (hereinafter called "University Partner /Host Institution/Training Partner" or the "SECOND Party" which expression shall unless repugnant of the context or meaning thereof be deemed to mean and include its successors and assign) of the SECOND part;

"Electronics Sector Skill Council of India" and "University of Engineering and Management{UEM}Kolkata and Jaipur" are hereinafter individually referred to as "Party" and collectively as "Parties".

WHEREAS the Both parties have held discussion and agreed for collaboration for jointly offering and conducting QP Based Skill Education Programmes in electronics sector for enhancing employability and promote Micro Entrepreneurship Development under the education scheme of the NVEQF.

KARTIK GHOSH
CFO

University of Engineering & Management, Jaipur
Gurukul, 6Km From Chomu, Sikar Road
Udaipur Mod, Jaipur, Rajasthan

Through this agreement, all the parties mutually agree to carry out the responsibilities stated in this document.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Objectives of the MOU

- a. To establish Centre for Excellence in various domains in collaboration with Industry Partners and Electronics Sector Skill Council of India.
- b. Develop Curriculum and run Industry Integrated Programs.
- c. To up skill Students and micro entrepreneurs on industry product knowledge, technical skills, sales skills and service skills for various products and services relevant for urban and rural economy focusing sectors.
- d. To help the students for setting up micro enterprises and mentor the micro entrepreneurs & facilitate easy finance, marketplace development and business strategy.
- e. To connect the micro entrepreneurs with Industry partners as local facilitators for the last mile sales/service/support point so that the micro entrepreneurs can provide the required sales, delivery, installation & repair services on behalf of the industry partners through Service Level Agreements etc.
- f. Generate employability.
- g. To produce top quality faculty through rigorous Training of Trainers in collaboration with Sector Skill Council.
- h. Conduct capacity building programs for industry professionals.
- i. Conduct CSR Programs.
- j. Create and promote a product and service based rural industry ecosystem for enhancing the livelihood, employability and micro entrepreneurship.
- k. To develop a micro entrepreneurship ecosystem adopting the following process
 - i. Demand Survey.
 - ii. Mobilization of the Urban and Rural Micro Entrepreneurs.
 - iii. Collaboration with Industry Partners/Original Equipment Manufacturers (OEM)s.
 - iv. Collaboration with Banking/Funding Agencies for promoting Micro Entrepreneurship loans.
 - v. Establishing Centres of Excellence with Industry Partners/OEMs.
 - vi. Capacity Building Training.
 - vii. Entrepreneurship Training.
 - viii. Connecting with Industry Partners/OEMs for last mile sales/service points.
 - ix. Handholding the VLE to launch the business and continuous mentoring support.
 - x. Program Monitoring



Salt Lake Institute of Engineering
& Management Limited

Managing Director

Director

University of Engineering & Management, Jaipur
Gurukul, 6Km From Chomu, Sikar Road
Udaipur Mot. Jaipur, Rajasthan

KARTIK GHOSH
CFO

2. Roles and Responsibilities for the implementation of various skill based Programs

2.1 Electronics Sector Skill council of India:

Electronics Sector Skill council of India shall

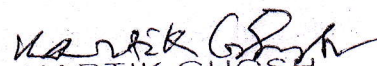
- a. Facilitate Industry collaborations for establishing Training Labs and Centre of Excellence.
- b. The proposed Industry Partners shall
 - i. Act as Knowledge partners to share the industry needs for skilled manpower in the respective sectors.
 - ii. Collaborate for establishing the COEs.
 - iii. Share training specifications, Standard operating procedures, Best Practices that can be incorporated in training curriculum.
 - iv. Provide Equipments and machineries and consumables as CSR Grant or at subsidized rates for training from time to time.
 - v. Provide industry experts /resource persons for training faculty and mentoring students.
 - vi. Facilitate industry visits, internships and on the job training on need basis.
 - vii. Engage the candidates as their last mile sales and service support points.
- c. Provide NSQF based Curriculum and content for training.
- d. Conduct Faculty Training and Certification.
- e. Conduct Trainee assessment and certification.
- f. Project Monitoring.
- g. Identify a Program Implementation Agency for end to end project management.
The Program Implementation team/Agency shall act on behalf of ESSCI for establishing the COEs. ESSCI Program Implementation team/Agency shall
 1. Provide advisory services for Setup the COE and Training Facilities including
 - o Define the scope of the Labs.
 - o Define the Design Specifications & Layout.
 - o Define the specifications for Lab Equipments.
 - o Help identifying vendors and contractors. University shall depute competent officials for price negation, procurement and payments.
 - o Support in inspection and quality assurance
 2. Facilitate empanelment with ESSCI as Training Partner.
 3. Facilitate Industry Collaboration for employment.
 4. Propose collaboration with funding agencies.
 5. End to End Project Management & Monitoring for establishing the COE.



Salt Lake Institute of Engineering
& Management Limited

Managing Director

Director


KARTIK GHOSH
CFO

University of Engineering & Management, Jaipur
Gurukul, 6Km From Chomu, Sikar Road
Udaipur Mot. Jaipur, Rajasthan

2.2 University Partner /Host Institution/Training Partner:

University Partner /Host Institution/Training Partner shall

- Act as a Host institution and Training Partner.
- Establish Training Facility, Lab and COEs as mentioned in Annexure -1.
- Appoint contractors for providing all necessary construction services for civil, electrical and other interior work package.
- Procure necessary furniture-fixtures, equipments, training aids, consumables, training models, courseware, teaching aids and related items as specified by ESSCI/Project Implementation team from time to time.
- Depute teaching and allied staff for training related activities.
- Promote the program and mobilize the candidates.
- Appoint competent officials to be responsible for day to day training operations and manage End to End Training Delivery.
- Impart Domain Skill & Entrepreneurship skills training to VLEs.
- Provide necessary help to VLEs in setting up the micro enterprises.
- Handholding and Mentoring to make the VLEs smoothly run their micro enterprises.
- Program Monitoring.
- Reimbursement of training and Project Management related expenditure related expenditure to Electronics Sector Skill Council as mentioned in Annexure-1.

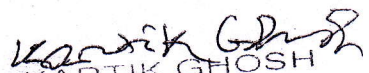
3. **Branding and Marketing:** Each partner shall strictly follow the branding norms of each other in all branding /marketing platforms.
4. **Duration:** The MOU shall be valid for 3 year from the date of signing.
5. **No Exclusivity:** Both parties shall have right to enter into similar arrangement with any third party for product or service during the term of this Agreement.
6. **Number of Enrollments :** Training Partners shall strive to enrol at least 1000 candidates within 36 months from the date of signing the agreement.
7. **Confidentiality:** The Parties agree to keep confidential, the content of this Agreement and any and all information shared with each other and designated confidential. This obligation shall be applicable till the expiry of this Agreement and for 1 year thereafter.
8. **Termination:** Either Party shall be entitled to terminate this Agreement by giving 6 months advance notice in writing. Either Party shall be entitled to terminate this



Salt Lake Institute of Engineering
& Management Limited

Managing Director

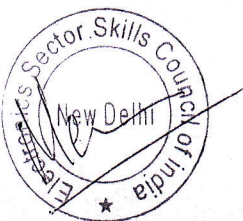
Director


KARTIK GHOSH
CFO

University of Engineering & Management, Jaipur
Gurukul, 6Km From Chomu, Sikar Road
Udaipur Mot. Jaipur, Rajasthan.

Agreement by giving 6 months notice in case the other Party fails to fulfill its obligations enumerated in this Agreement and upon failure of the other Party to cure such failure within the said 3 months of the said other party being given a written notice of the same by the said Party. However, if this agreement is terminated for any reason by either party by giving the notice in writing or expires after 36 months, the education and financial responsibilities of both the parties shall continue till the last admitted batch of the students complete the proposed Program.

9. **Indemnification:** Each party shall protect and indemnify the other party against any direct damages, claims, suits, actions, judgments, costs and expenses directly arising out of or in any way connected with any act/ omission arising in relation to this Agreement or in case said party fails to fulfill its obligations enumerated in this Agreement Or breach of representation and warranty provided in the agreement.
10. **Dispute Resolution:** All disputes and differences howsoever arising out of or in connection with this agreement shall be mutually discussed and to be settled amicably.
11. **Severability:** In the event that any term, condition, or provision of this MOU is held to be a violation of any applicable law, statute, or regulation the same shall be deemed to be deleted from this MOU and shall be of no force and effect and this MOU shall remain in full force and effect as if such term, condition, or provision had not originally be contained in this MOU.
12. **Assignment:**
This Agreement or any rights, obligation under this agreement shall not be assigned by any party to a third party without prior written consent of the other party. However, each party shall have right to assign this agreement to any of its affiliates, associates, group companies with prior intimation to the other party. Further any party shall have right to sub contract part of its obligation requiring special skill, technology for fulfillment to third party.
13. **Force majeure:**
None of the Parties will be responsible for failure to carry out any obligations under this Agreement to the extent the failure is directly caused by a Force Majeure Event. Force Majeure event includes but not limited to Acts of God or Pandemic or State or of any sovereign authority or public enemy, acts mandated by any applicable laws, regulation or order(whether valid or invalid).
14. **Independent Contractor:** The parties under this Agreement shall act as independent parties on principal to principal basis. Under no circumstances shall this Agreement be construed as one of agency, partnership or joint venture or employment between the



Salt Lake Institute of Engineering
& Management Limited

A. Majumdar
Managing Director

Kartik Ghosh
KARTIK GHOSH
CFO
University of Engineering & Management, Jaipur
Gurukul, 6Km From Chomu, Sikar Road
Udaipur Mot, Jaipur, Rajasthan

parties. No party has the authority to bind the other or to incur any liability on behalf of the other, not to direct the employees of the other Party.

15. **Warranties:** Each Party warrants to other Parties that (i) it has full right, power and authority to enter into this Agreement and carry out its obligations under this Agreement; (ii) its entry into this Agreement and its performance of its obligations hereunder will: (a) not conflict with Applicable Laws or any agreement by which it is bound; and (b) not infringe the Intellectual Property Rights or other rights of any third party; (c) each party has obtained and shall maintain required approval, permission, consent, from Statutory or other authorities as required to perform obligation under this MOU
16. **Legal Notices:** Any notice, demand or request under this agreement shall be in writing and shall be delivered or sent by Registered Mail to the addresses as indicated in the agreement.
17. **Limitation of Liability:** Notwithstanding anything contained in these Terms & Conditions, both parties shall in no event be liable for any special, indirect, consequential or incidental damages (including but not limited to damages for loss of business profits, business interruptions, loss of business information, and the like) arising out of this arrangement, agreement, any documents referenced this agreement, or any addenda or amendment hereto.
18. **Intellectual Property Rights**
"Content" means any and all information and data, which may include but not be limited to text, software, scripts, graphics, maps, photos, sounds, music, videos, logos, offers, advertisements, interactive features and other materials. Each party shall be the absolute owner of own the IPR for its own content created through the Program.



Salt Lake Institute of Engineering
& Management Limited

Managing Director

[Signature]

Director

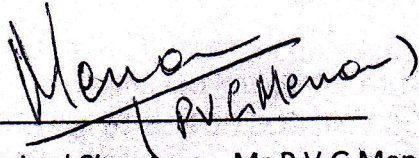
[Signature]
KARTIK GHOSH
CFO

University of Engineering & Management, Jaipur
Gurukul, 6Km From Chomu, Sikar Road
Udaipur Mot. Jaipur, Rajasthan

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective signatures on the day and year first hereinabove written.

Signed and Delivered

For Electronics Sector Skill Council of India



Name of Authorized Signatory : Mr.P.V.G Menon

Designation: CEO

In the presence of



Name of Signatory:

Designation/address:

Signed and Delivered

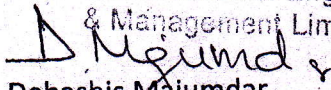
For University of Engineering and Management(UEM),Kolkata and Jaipur


KARTIK GHOSH
CFO

University of Engineering & Management, Jaipur
Gurukul, 6Km From Chomu, Sikar Road
Udaipur Mor, Jaipur, Rajasthan

Name of Authorized Signatory: Kartik Ghosh

Designation: CFO

In the presence of 
Salt Lake Institute of Engineering
& Management Limited

Name of Signatory: Debashis Majumdar
Managing Director

Designation/Address: Director, GN-34/2, Ashram Building, Sector V Salt Lake Kolkata -700091

Annexure -1

Financials

1. Total estimated budget

- a. The estimated budget for establishing the Centre of Excellence (COE) shall be in a range of Rs. 5-25 Lakh per COE.

2. Payment to Electronics Sector Skill council of India

- a. University Partner /Host Institution/Training Partner shall pay Rs. 10000/- per faculty as faculty training and certification fee.
- b. University Partner /Host Institution/Training Partner shall pay Rs. 1200/- per trainee as assessment and certification fee.

3. Proposed List of COEs

University Partner /Host Institution/Training Partner and ESSCI have agreed to establish the following COEs

- a. COE for Telecom & Mobile Technology
- b. COE for Electronics Appliances/Smart Home Solutions
- c. COE for Solar
- d. COE for Smart City & Smart Grid
- e. COE for Network, Security & Surveillance
- f. COE for Refrigeration and HVAC Systems
- g. COE for Electronics System Design & Manufacturing
- h. COE for AI & IOT
- i. COE for VLSI System Design

4. Payment towards Program Implementation

- a. University Partner /Host Institution/Training Partner shall pay Rs. 100000/- towards the program implementation expenses.
- b. The Payment schedule shall be
 - i. Rs. 70% after signing of the MOU
 - ii. Rs. 25% on the completion of the COEs.

5. Other Expenses:

- a. University Partner /Host Institution/Training Partner shall reimburse other incidental expenses including travel related and other official expenses by the officials of ESSCI and Program implementation agency during the implementation of the project as per actual on a case to case basis.



Salt Lake Institute of Engineering
& Management Limited

Managing Director

Director

KARTIK GHOSH
CFO

University of Engineering & Management, Jaipur
Gurukul, 6Km From Chomu, Sikar Road,
Udaipur Mot. Jaipur, Rajasthan