Memorandum of Understanding

This Memorandum of Understanding (MOU) made on the 17th Feb 2016 at New Delhi between:

Electronics Sector Skills Council of India (ESSCI), a not-for-profit Company under Section 25 of the Companies Act 1956 having its registered office at 422, Okhla Industrial Estate, Phase-III, New Delhi – 110 020 and is represented herein this by Mr. NK Mohapatra, who is duly authorized to sign this document (hereinafter referred as “ESSCI” or “Client”, which expression
shall unless excluded by or repugnant to the context be deemed to mean and include his successor in office or assigns) of the First Part.

AND

The Institution of Electronics and Telecommunication Engineers (IETE) a Registered Society incorporated under the Societies Act XXI 1860 having its registered office at 2, Institutional Area, Lodi Road, New Delhi – 110 003 and it is represented by Smt Smriti Dagur, President IETE, who is duly authorized to sign this document “hereinafter referred to as “IETE” or “Service Provider”, which expression shall, unless it is repugnant to context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns of the Second Part.

WHEREAS this MoU is to set out the framework for working relationship between Electronics Sector Skills Council of India (ESSCI) and IETE to carry-out training of learners across India as per National Occupational Standards (NOSs), specifically for the job role(s) as given in Annexure 1 which is subject to modifications based on assessment by ESSCI of IETE for conducting the training on additional job roles and which could be listed in addendum(s) for a period of one year commencing from the date of this agreement:

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

A. Roles & Responsibilities

Electronics Sector Skills Council of India (ESSCI)

1. ESSCI will verify course alignment as per the applicable Qualification packs (QPs) or National Occupational Standards (NOSs).
2. ESSCI will verify the credentials of Trainers.
3. ESSCI will verify Training Partners arrangement for Master Trainer and their credentials.
4. ESSCI will verify the laboratory infrastructure and tools alongwith capacity as per Qualification packs (QPs) and National Occupational Standards (NOSs).
5. ESSCI will verify Training Partners industry connect for placement and will support in industry interaction (if required).
6. ESSCI will develop the assessment framework / tools including questions banks, for competence assessment of trainees, aligned with Qualification packs (QPs) and National Occupational Standards (NOSs).
7. ESSCI and IETE will work in accordance with the latest version of the process manual as defined by ESSCI on project to project basis as per PMU requirements.
8. ESSCI will validate the results of the assessment undertaken by assessors and share the results and soft copy of the certificates with IETE as per PMU requirement.

9. ESSCI will address the grievances of IETE related to performance, assessment or any other issue.

10. ESSCI will share the PMU guidelines to participate in the scheme.

11. ESSCI will share the Assessment fee details on project to project basis.

12. ESSCI will monitor the Quality & outcome of Training delivery by IETE.

The Institution of Electronics and Telecommunication Engineers (IETE)

1. IETE shall mobilize trainees; register the trainees with a record of their details as per required format of PMU.

2. IETE shall verify the credentials of candidates. IETE will be liable for any wrong or misleading information.

3. IETE will mobilize the candidates with planned utilization to achieve employability requirement as per PMU.

4. IETE will ensure adequate laboratory infrastructure and tools with clean environment and teaching aids as required for job roles.

5. IETE will be responsible to align the training delivery as per Qualification Packs (QPs) and National Occupational Standards (NOSs).

6. IETE will give the details of the trainers for roll out of courses.

7. IETE shall ensure that the start and end date of every batch is entered into the Information system as per PMU requirement before commencement of training.

8. IETE should pay the assessment fee in advance or as per scheme in the PMU requirements, to ESSCI for planning the required assessment.

9. TP will be held responsible for wrong practices / information and will be liable for automatic de-affiliation

10. During the assessment, IETE has to ensure that the necessary facilities and adequate laboratory infrastructure and consumables (if any) are made available for assessment.
11. Reassessment of failed and "did not appear" candidates will be considered as the fresh Assessment. Reassessed Candidates will be eligible for monitory benefit as per the PMU requirement.

12. It will be the responsibility of IETE to printout the colour certificates on A4 size sheet with 160 to 180 GSM.

13. IETE needs to ensure that the trainee is meeting the entry level requirements of the project as per PMU.

14. IETE will inform the Trainees clearly the exact transaction of funds and the training process up to certification & reward if any.

15. IETE will regularly update the progress report as per required MIS format of ESSCI.

16. IETE shall support any online audit or regular audit by ESSCI or ESSCI nominated agencies.

17. Whenever IETE will share any information to Gov. Body or Industry, it has to mark or share with ESSCI.

A. Commercial Terms & Conditions

1. IETE undertakes to pay ESSCI affiliation fees as given below:

<table>
<thead>
<tr>
<th>Affiliation Related Services</th>
<th>Charges</th>
<th>When Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Re-affiliation fee</td>
<td>Rs 30,000/-</td>
<td>Annually</td>
</tr>
<tr>
<td>Course alignment for each Job role</td>
<td>Rs. 4,000/-</td>
<td>At the time of initial affiliation or during the review of additional courses</td>
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</tbody>
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2. Assessment fee for the courses will be charged by ESSCI as per project requirements.

3. A minimum batch size of 25 trainees needs to be ensured by IETE or as per PMU requirements.

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

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date of first written above.

B. Governing Law and Dispute Resolution
This Agreement shall be governed by and constructed in accordance with the laws of India

i. The Parties shall attempt to amicably settle all disputes arising out of this Agreement and the obligations hereunder ("Dispute"). Either Party may give written notice of a dispute to the other Party within (10) days of the occurrence of the event which gives rise to such dispute or the date such event comes to the notice of the applicable party. Any dispute between Client and the Service Provider in connection with this Agreement shall be referred to the designated officials of ESSCI and the Service Provider for mutual discussions and negotiations.

ii. If no settlement can be reached through mutual discussions and negotiations within [15 days] of either Client or the Service Provider delivering a notice of the dispute to the other Party, then such matter shall be finally settled by arbitration in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any other statutory amendments or modifications thereof ("Arbitration Act"). If both the parties cannot agree on a common arbitrator within 30 (Thirty) days of receiving the notice for arbitration by either party from the other party, then either party can approach the Court, by way of filing a petition under section 11 of the Arbitration and Conciliation Act, 1996 and seek appointment of a neutral person to preside over as the Arbitrator. With respect to such arbitration, the following provisions shall apply:

a. The arbitration proceedings shall be conducted in English;

b. The place of arbitration shall be [Delhi];

c. In respect of matters where a reference to the courts is permitted by the Arbitration Act, the courts at [Delhi] shall have exclusive jurisdiction;

d. The costs of arbitration shall be borne as determined in the arbitration award; and

e. The decision of the arbitrator(s) shall be final and binding on the Parties.

All the above terms & conditions have been read understood & shall abide by the same. In case of violation of any term or if the quality of the training is not satisfactory, the affiliation will be cancelled by Electronics Sector Skills council of India.

In case of any dispute, the decision taken by ESSCI shall be final & acceptable to us.
Electronics Sector Skills Council of India

Name: N K Mohapatra
Title: CEO, ESSCI
Date:

Witness:
Name: Mr A Balamurugan
Address: # 422 Okhla Industrial Estate Phase III ,New Delhi -110 020
India

The Institution of Electronics and Telecommunication Engineers

Name: Smriti Datur
Title: President, IETE
Date:

Witness:
Name: Maj Gen P K Jaggia, VSM (Retd)
Address: 2, Institutional Area, Lodi Road New Delhi-110 003
India

Signature:
Annexure 1

List of job roles for conducting training in centers located all India by (Training Partner Name) as agreed on (17th Feb, 2016).

1) Solar Panel Installation Technician