



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

Z 149389

Memorandum of Understanding

This Memorandum of Understanding (MoU) made and entered into on this 16th day of April in 2018 by and between

The Domestic Workers Sector Skill Council (DWSSC), a non-profit company registered under Section 8 of the Companies Act 2013, under the aegis of Ministry of Skill Development and Entrepreneurship (MSD&E) and National Skill Development Corporation (NSDC) with their corporate office at A2/19, 2nd Floor, Safdarjung Enclave New Delhi - 110029 (hereinafter referred to as "DWSSC", which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and permitted assigns.) of the FIRST PART.

AND

Sketching Skills, a partnership firm having PAN as "ADAFS1804K" and registered office at "24A Ray Street, Kolkata - 700 020" represented by its authorized signatory, Mihir Hemani son of Late Girish Hemani (hereinafter referred to as "Training Partner" which expression shall unless repugnant to the context or meaning thereof, include its successor in office and permitted assigns) of the SECOND PART;

The above mentioned two entities; each referred to individually as "Party"; collectively referred to as "Parties".

The following have been defined for the scope of this undertaking:

QP - Qualification Packs

NSQF-National Skill Qualification Framework

NOS - National Occupational Standards

SDMS - Skill Development Management System

SOP-Standard Operating Procedure



For Sketching Skills

Mihir Hemani

Partner

1) Objectives of the MoU

1.1 Training Partner will take preliminary steps for introducing and implementing DWSSC training courses/programmes aligned to National Skill Qualification Framework (NSQF), and mutually decided by both the parties, which would aim to enhance the employability of trainees of **Sketching Skills** by equipping them with Industry / sector relevant skills.

And, DWSSC through its skill development initiatives will work closely with its stakeholders to help in improving the quality of the employable skills of the trainees of the training partner. The trainees will be assessed as per DWSSC set standards and guidelines.

1.2 Whereas the Training Partner in its submission of the application form to train in DWSSC job roles agrees to adhere to the guidelines set in the DWSSC Standard Operating Procedure document.

AND

WHEREAS DWSSC may grant an Affiliation to Training Centre for the DWSSC job roles as per the terms and conditions of the DWSSC Standard Operating Procedure.

AND WHEREAS one of the terms of the participation under the scheme, for which affiliation may be granted subject to the terms and conditions of the Standard Operating Procedure of DWSSC, is that the Training Centre is to submit an Centre Audit Form with DWSSC on the terms and conditions appearing hereinafter.

Now it is hereby mutually agreed amongst both parties to this MoU and binds themselves to the terms and conditions enumerated in succeeding paragraphs:

2) Responsibility and deliverables of Training Partner:

- a) Create Training Centre/ Centres in case of Short Term Training.
- b) To appoint Trainers for training in accordance to eligibility criteria developed by DWSSC.
- c) To select relevant job role for the trainees and take DWSSC approval for implementation.
- d) To arrange theory and practical infrastructure facility to carry out training batches.
- e) To do promotional activities so as to publicize the initiative for skill development and to facilitate mobilization of trainees.
- f) To mobilize the trainees/students.
- g) Plan and schedule training batches as per the quality standards and rubrics of DWSSC.
- h) Execute program as per content designed and developed by DWSSC.
- i) Ensure monitoring of the courses and obtain feedback for the utility of the courses being offered.
- j) TP shall adhere to process manual and training process manual shared by DWSSC at any point of time.
- k) Entering details of the candidates into SDMS, meeting timeliness and expected quality; and
- l) On the day of the assessment, TP will ensure that the necessary facilities are extended to the assessor and adequate infrastructure such as internet, computers, etc. with necessary raw materials are provided for the assessment purpose.
- m) TP is mandated to get TOT conducted for their trainers to certify them under DWSSC within a said timeline.
- n) TP has to deposit the assessment fees of the trainees within two days from the start date of the batch. The assessment fees are rupees 600/- per candidate for RPL and Rupees 800/- for Short Term Training (these costs are subject to change). Assessment cost shall be paid on the basis of enrolled number of candidates (this covers those passed, failed and also covers absentees on the day of the assessment as well) subject to a minimum batch-size which is 10 candidates per batch. The cost of assessment is subject to change at point of time.
- o) In an eventuality of trainee dropping out of the training program, the assessment fee will not be refunded.
- p) TP will have to give the certificates issued by DWSSC (given to TP digitally) to the trainees

within 2 working days. Any delay in doing so will be the liability of the TP.

TP should print the certificates on:

- A4 size sheets
- Colour printed
- 160 to 180 GSM paper

3) Responsibility and deliverables of DWSSC

- To assist TP by providing curriculum and content for the courses aligned with the National Occupational Standards (NOS) as per cost shared by DWSSC.
- To facilitate training of trainers and help in provisioning of Master Trainers from the industry, on as required basis.
- Support in connecting with industry to assist trainees in placements.
- To ensure quality of training delivery by adopting a stringent accreditation process for training service providers, assessments and certification of trainees.
- Conduct quality audit on the delivery and other operational activities undertaken by TP with regard to DWSSC courses.
- To conduct assessment of trainees through DWSSC appointed assessment agency.
- Issue certification by DWSSC, NSDC & SKILL INDIA to those trainees who have cleared / passed the assessment exam / test conducted by DWSSC appointed assessment agency.
- DWSSC should declare the results in 15 working days after the assessments and send PDF copies of the certificates to the TP within 5 working days.

4) Financials:

TP shall pay DWSSC as per the given schedule:

Fees Structure for affiliation process			
Pre-affiliation			
S. No.	Category	Fees (in Rs.)	Multiples
1	Registration Fees	10,000	one time
2	Physical Inspection (For every visit per skill Centre annually (can be done for multiple job roles in single visit))	5,000	Rs. 5000 for each Training Centre.
Post-Affiliation			
3	Annual Affiliation fees	10,000	per Training center annually
4	QP-NOS Curriculum Compliance	5000	Per job role once in two years
4	TOT Charges Per QP	10000 (may vary depending on the job role)	(Boarding/ Lodging and Travel of their own trainers to the training venue will be the responsibility of the TP)
5	Assessment & Certification of Trainee	per trainee for STT is INR 800 & INR 600 for RPL (subject to change)	



For Sketching Skills
T. K. Hemani

5) Duration / Term of the MoU:

- a) This MoU shall be valid for one year from the date of its entering into and may be mutually extended from time to time in writing by the parties.
- b) This Memorandum of Understanding is a document of good faith and implementation of the MoU would be monitored on a six monthly basis.

6) Changes / Amendment:

No change can be made to this MoU without written consent and duly signed by both the parties. Additions, deletions and/or alterations to this MoU may be effected with the written agreement of both the parties to this MoU concerning the changes. Documents containing such additions, deletions and/or alterations and signed by both the Parties shall form addenda to this MoU, and be deemed to be part of this MoU.

7) Termination:

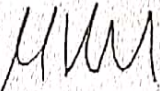
The parties can terminate this MoU after serving 3 (three) months' notice in writing if there is failure/ breach of understanding or default by either party other than on force majeure grounds. At the time of termination neither party shall be liable to other hereunder or in relation hereto for more 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 party.

IN WITNESS WHEREOF all the parties hereto set their hands and signed the Memorandum of Understanding on the 16th day of April, 2018.

For Domestic Workers Sector Skill Council

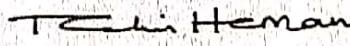

Maj Gen Manik Sabharwal (Retd)
Chief Executive Officer
Domestic Workers Sector Skill Council

Witness:

Stamp:



**For Sketching Skills
For Sketching Skills**


Mihir Hemani
Partner
Sketching Skills

Witness:

Stamp:



PRATIK G HEMANI
S/O LATE GIRISH HEMANI
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KOLKATA - 700 020