



**Memorandum of Understanding  
between  
All India Council for Technical Education [AICTE] and  
Telecom Sector Skill Council [TSSC]**

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and executed on **22<sup>nd</sup> June, 2017** (“Effective Date”) at New Delhi.

**BY AND BETWEEN**

All India Council for Technical Education, a Statutory Body of Ministry of Human Resource Development, Govt. of India, established under the All India Council for Technical Education Act 1987 having the office at Nelson Mandela Marg, Vasant Kunj, New Delhi-110067 hereinafter referred to as the “AICTE” of the first part (which expression shall, unless repugnant to the context or meaning thereof, deemed to mean and include its successors and assigns) OF THE FIRST PART.

**And**

Telecom Sector Skill Council having its office at 2nd Floor, Plot No. 105, Sector 44, Gurgaon, through its duly authorized Signatory Lt Gen Dr. SP Kochhar (CEO) (hereinafter referred to as “TSSC” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) OF THE SECOND PART

**WHEREAS:**

All India Council for Technical Education with a view to the proper planning and coordinated development of the technical education system throughout the country, the promotion of qualitative improvements of such education in relation to planned quantitative growth and the regulation and proper maintenance of norms and standards in the technical education system and for matters connected therewith.

Whereas, TSSC is an industry led apex body and committed to ensure adequate skilled manpower to boost growth and productivity in Telecom sector by developing necessary framework for standards, Curriculum and Quality assurance at all levels in Vocational/ technical programs to meet the needs of telecom industry and participation in regional and vocational telecom sector development initiatives. TSSC is set up under the aegis of National Skill Development Corporation (NSDC) and has members from various Telecom industries, Academia, Industry associations (such as COAI, ICA, AUSPAI and TAIPA) and representation from Government (DeitY) as well.





NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS, MOU HEREINAFTER SET FORTH, THE PARTIES HEREBY AGREE AS FOLLOWS:

### **POINTS OF UNDERSTANDING**

1. AICTE shall permit the TSSC's Train the Trainer program to run as an authorized course, under the aegis of FDP. AICTE shall issue necessary instructions to the concerned colleges/institutes.
2. TSSC shall train the faculty under relevant job roles to prepare them as skilled, as skill trainers/ master trainers as the case may be.
3. AICTE shall issue a necessary circular to its affiliated colleges/institutions to include TSSC's outcome based skill training as equivalent to the industrial training for two months, mandatory part of the curriculum.
4. TSSC shall permit the students of AICTE's affiliated colleges to access Recruitment Management System (RMS). RMS brings students/job seekers and job providers/ industry into a common platform and thereafter arbitrates a mix and match of both.
5. AICTE shall insert TSSC's skill training programmes for B.Voc Degree.
6. AICTE shall permit the M.Tech scholars to attend the TSSC's Train the Trainer programme.
7. AICTE shall create a joint body centered around TSSC to aggregate practical problem statements form industry, and get them executed as short term/long term/curricula based projects of the MTech program, in lieu or supplementary to the current projects.
8. AICTE shall nominate TSSC as a NEEM agent for propagating this flagship program of AICTE. TSSC is in the process of filling up the application form online as discussed.
9. TSSC shall look forward to implement AICTE's STARTUP program and TINKERING LAB program.
10. AICTE shall ask its affiliate colleges/institutions to take on maximum TSSC's job roles for PMKVY-AICTE scheme.
11. TSSC shall look forward to be part of AICTE's SWAYAM program .

#### **1. Term of MOU**

This MOU shall come into force from the date of signing and shall remain valid till one year and extendable to three years unless and otherwise terminated by either party as mentioned in 2.Termination of MOU.

#### **2. Termination of MOU**

This MOU may be terminated forthwith by either Party by giving 30 days advance written notice to the other for any reason whatsoever and follow due process of termination as set forth in this MOU, for example but not limited to the following:

- a. The other Party is in material breach of its obligations under this MOU and in the case of such breach capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach (such notice shall specify that it is given under this Clause);

*(Handwritten signatures)*





- b. The other party (a) commits an act of bankruptcy; or (b) goes into liquidation (other than for the purposes of reconstruction or amalgamation not involving insolvency and in such manner that the entity resulting agrees to be bound by or assumes the obligations imposed on that other party under this MOU); or, (c) any encumbrances takes possession of, or suffers the appointment of a receiver or administrator over any of its property or assets; or (d) makes any deed or arrangement with or composition for the benefit of any of its creditors; or (e) convenes a meeting to consider proposals for a company voluntary arrangement and/or files any documents with the court for a moratorium pending the outcome of such a meeting; or (f) becomes subject to an administration order; or (g) anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other party.
- c. Notwithstanding anything contrary contained anywhere in this MOU or elsewhere, both the Parties understand and acknowledge, that, no Party shall assign or otherwise transfer its rights or obligations under the MOU, in whole or in part, without the prior written consent of the Other Party.
- d. Either Party may terminate this MOU, by giving the other Party 90 days prior written notice without assigning any reason whatsoever, after specifying that it is given under this Clause. During the notice period and in the event of termination under this Clause, the Parties shall continue to honor all obligations arising out of this MOU up to the date of such termination.

**3. Compliance with Laws:**

Parties agree that they shall at all times and at their own expense (a) strictly comply with all applicable Indian laws, rules, regulations and governmental orders, now or hereafter in effect, relating to the performance of this MOU (b) pay all fees and other charges required by such laws, rules and regulations and orders (c) maintain in full force and effect all licenses, permits, authorization, registration and qualifications from all Indian Governmental departments and agencies to the extent necessary to perform their obligations hereunder, and (d) Accept all modifications of policies as promulgated by NDSC / MSDE from time to time.

**4. Intellectual Property Right:**

The parties acknowledge all the IPR rights of each other, and allow using the same for the purposes of this MOU to promote and make available the Courses to the public with prior notification to each other. Nothing contained in this MOU shall confer any rights on each other and undertakes not to use the IP in conjunction with any other activities on its behalf and shall never represent itself to be the proprietor of the IP of the other, except as may be stated herein or specifically permitted.





**Non-Disclosure:**

Both the Parties agree that all information and details of the MOU which either party may know, or learn during the process of transaction, is confidential information of such other party, and shall maintain the confidential information in strict confidentiality by storing it in the same manner as it stores its own confidential information. Either Party shall not disclose the confidential information to any person without the prior written consent of the other party provided that such party may disclose such information in following circumstances

- (i) as per orders or directions of court of law or statutory authorities, or
- (ii) to its employees/agents on strictly need-to-know basis who will be bound by all the terms of this MOU. In addition to exercising such degree of care to protect the confidential information, either party also agrees not to in any way to disclose, copy, reproduce, modify, use, or otherwise transfer the Confidential Information to any other person, group of persons or entity (whether incorporated or not) without obtaining prior explicit written consent from the other party. Either Party, or his authorized persons shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects, which embody the Confidential Information. Either Party retains the sole and exclusive ownership as well as all the intellectual property rights in the Confidential Information and no license or any other interest is granted unless expressly agreed to by the other party in writing prior to such disclosure. All derivatives of such confidential information shall qualify as 'confidential information' and this obligation on the other party to maintain confidentiality will continue beyond termination of this MOU as per the terms and conditions of this MOU.

**5. Severability:**

The invalidity or unenforceability of any provisions of this MOU in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this MOU in such jurisdiction or the validity, legality or enforceability of this MOU, including any such provisions, in any other jurisdiction, it being intended that all rights and obligations of each of us shall be enforceable to the fullest extent permitted by law.

**6. Indemnity:**

Parties hereby expressly agree to indemnify and keep indemnified each other at all times and make good any loss, damage, suffered or incurred by each other due to any willful act by the staff/employee/personnel/representative of the other party, in the performance of their duties and obligations. Parties further agree to indemnify and keep indemnified each other from and against any loss, damage or liability arising as a result of any act of omission or commission or in respect of non-observance of any statutory requirement with respect to this MOU.





#### 7. Law and Jurisdiction:

Any disputes arising out of this MOU shall be governed by and construed in accordance with the laws of India.

- i. Each of the Parties agree that if any dispute(s) or difference(s) shall arise between the Parties in connection with or arising out of this MOU, the Parties shall attempt, for a period of thirty days from the receipt of a notice from the other Party of the existence of a dispute(s), to settle such dispute(s) by mutual discussions between the Parties. If the said dispute(s) cannot be settled by mutual discussions within the thirty-day period provided above, either Party may refer the matter to arbitrator(s). That both the Parties will mutually appoint a Sole Arbitrator after mutual discussion as per the Arbitration and Conciliation Act, 1996 or any of its subsequent amendments. The Arbitration Proceedings shall be in English. The venue of Arbitration Proceedings shall be New Delhi only. During the conduct of Arbitration Proceedings, the Parties shall bear the cost of the proceedings. Eventually, all costs and expenses of the Arbitration shall be borne by such Party in such manner as awarded by the Arbitral Tribunal.
- ii. Both Parties agree that any legal action or proceeding arising out of, or in connection with this MOU shall be subject to the courts in New Delhi only; and, irrevocably submit to the exclusive jurisdiction of New Delhi Courts only.

#### 8. General Provisions

- (i) Neither Party shall assign or transfer all or any of its rights, benefits or obligations under the MOU without obtaining other Party's prior written approval.
- (ii) Notwithstanding anything contained in this MOU, neither Party shall be held liable for any default or delay in performance of any obligation under the MOU on account of any reason beyond its reasonable control, including but not limited to fire, flood, casualty, lockout, strike, labour disputes, industrial action of any kind, unavoidable accident, breakdown of equipment, national calamity or riot, Act of God, the enactment of any Act of Parliament or the act of any other legally constituted authority, changes to the rules, or default of third party or any cause or event, arising out of or attributable to war, other than shortage or lack of money.
- (iii) The Parties shall not make any announcement regarding this MOU or its content, unless both the Parties have given their prior written consent to such announcement, and have approved the text / contents thereof in writing. The Parties agree that such consent shall not be unreasonably withheld. Further, the Parties agree that such consent shall not be required where disclosure or publication is required by law or by either Party's regulator or is made to their respective auditors or professional advisers or relevant stock or securities exchange.





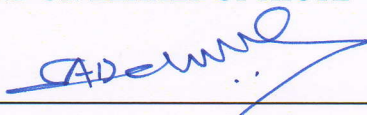
- (iv) The Parties acknowledge and agree that the relationship between them is solely that of independent contractors and nothing in this MOU is to be construed as employer / employee, franchise / franchisee, agent / principal, partners, joint ventures, co-owners, or otherwise participants in joint or common undertaking and the relationship is purely on principal to principal basis. Unless otherwise provided in this MOU, the either party shall have no right to enter into any MOU or arrangement for and / or on behalf of either party or to represent to any person, firm or corporation that it has such right or authority, without the prior written consent of the other party. Either party shall be solely liable for all the acts of omissions or commission, deeds and things done by such party and/or its personnel in the course of performance of obligations specified under this MOU.
- (v) This MOU constitutes the entire MOU between the Parties including all the Annexures with respect to the subject matter hereof and supersedes all prior written MOUs, Letter of Intent, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this MOU. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. Neither this MOU nor any provision hereof is intended to confer upon any person other than the Parties to this MOU any rights or remedies hereunder.
- (vi) Any provision of the MOU may be amended or waived if, and only if such amendment or waiver is in writing and signed mutually by both the parties

This MOU may be executed in two or more counterparts or duplicates, each of which, when executed and delivered, is an original, but all the counterparts/duplicates taken together shall constitute one document

IN WITNESS THEREOF the Parties hereto have entered into this MOU the day and year herein above written.

**Accepted and Agreed**

**FOR AND ON BEHALF OF AICTE**


By: 

**Name: Prof. Anil D. Sahasrabudhe**

**Title: Chairman, AICTE**

**Date: 22/06/17**

**WITNESS**


By: 

**Name: Dr. M.P. Poonia**

**Title: Vice Chairman, AICTE**

**Date: 22/06/17**

**FOR AND ON BEHALF OF TSSC**

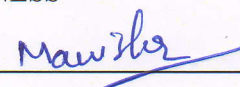
By: 

**Name: Lt Gen (Dr) SP Kochhar AVSM\*\*,SM,VSM (Retd)**

**Title: CEO, TSSC**

**Date:**

**WITNESS**

By: 

**Name: Ms. Manisha Chawla**

**Title: Consultant-BD & Communications**

**Date: 22 Jun 2017**