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MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

ASSAM DON BOSCO UNIVERSITY, GUWAHATI, ASSAM

M. K. Chatterjee

[Signature]
 Vice Chancellor
 Assam Don Bosco University
 Tapesia Garden
 Assam-782402

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AND

ELECTRONIC SECTOR SKILL COUNCIL OF INDIA, NEW DELHI

For

CENTER OF EXCELLENCE (CoE) in ASSAM DON BOSCO UNIVERSITY

This Memorandum of Understanding (MoU) is made and entered into on 4th Jan 2018

BY & BETWEEN

Assam Don Bosco University herein referred as **ADBU**, founded in the year 2008, under Section -VI of Assam Private University Act, 2007, specifically published in The Assam Gazette, Government of Assam as the Assam Don Bosco University Act, 2009, with its headquarter at Guwahati, Kamrup District, having its jurisdiction extending the State of Assam. ADBU is a project of Salesians of Don Bosco (SDB) executed by Don Bosco Society, Azara, Guwahati. Presently, Salesians are working in 132 countries catering of 9 Million young people worldwide; Government of India as has recognized Salesians as the single largest provider of technical education, second only the Government.

AND

Electronic Sector Skill Council of India herein referred as **ESSCI**, is registered under Indian Companies Act, 1956, having its registered office at 608 ANSAL CHAMBER-II, BHIKAJI CAMA PLACE NEW DELHI promoted by six Associations i.e. CEAMA, ELCINA, IESA (formerly ISA), IPCA, MAIT & ELCOMA, with financial support by National Skill Development Corporation (NSDC).

The agreement is operated through The Vice Chancellor of The ADBU and CEO of The ESSCI.

1. BACKGROUND

WHEREAS ESSCI is engaged in providing training, skill development, consultation and has strength in development and delivery, innovations and marketing of technology trainings etc. particularly in the areas of Electronics.

ESSCI serve as an apex accreditation & quality improvement body for training institutions in the electronics sector. Based on the National Occupational Standards, ESSCI would develop the assessment & accreditation tools and manuals. In order to facilitate accreditation & certification of the Institutes, it would launch a vibrant accreditation & certification programme.




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ESSCI also makes the necessary changes in the curriculum of the various courses that are targeted for the electronics industry as per the demand of the industry. This change in curriculum would apply to IIT's, engineering colleges, technical institutes and polytechnics.

ESSCI has been mandated by NSDC to prepare the National Occupational Standards & Qualification Packs for various job roles in the Electronics Sector. The Council is in the process of conducting the functional and occupational mapping, standardizing the nomenclature for various job roles determining the future demand & developing the National Occupational Standards & Qualification Packs.

WHEREAS the ADBU is a premier University in North East India, devoted to the advancement of Science and Technology in Electronics, Telecommunications, Information Technology, Computer Science and other related disciplines, has agreed for this mutual association.

Now therefore in consideration of the previous and mutual covenants hereinafter contained, the parties hereto agree to jointly play an effective role in uplifting the electronic sector through skill enhancement of the Technical and Engineering students & under-privileged youth, R&D, Innovations in India & globally.

2. PURPOSE

- I. ADBU has been introducing skill-based courses in various schools/departments under its aegis. The skill-based programmes of ESSCI will be introduced and its modalities, durations will be jointly worked with ADBU & ESSCI.
- II. ADBU & ESSCI would establish a skill development, "Center of Excellence" based at the ADBU campus for alignment of all skill development initiatives within ADBU for outcome based training, assessment and certification based on National Occupational Standards (NOS).
- III. The Center of Excellence would develop micro-entrepreneurs carry out innovations, research and development of the sector in rural technology space apart from introducing skill development in the region.
- IV. With mutual understanding between ESSCI & ADBU, job roles aligned to the sector will be introduced initially as per ANNEXURE - I.

3. GENERAL PROVISION




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- I. This MoU will set the general conditions for skill-based training, R&D, Innovations & Incubations, consulting, entrepreneurial development at ADBU.
- II. The cooperative directions will be defined collectively in the course of negotiations. The parties through mutual effort will try to establish long term and beneficial cooperation.

4. SCOPE OF ENGAGEMENT

- I. The Center of Excellence would be quality skill enhancement partner and projects/system integrator for corporate and government agencies
- II. Faculty Development Programmes (FOP) for institutions and skill training partners
- III. Working closely with ESSCI for establishing the curriculum as per industry requirements in order to enhance the quality of Technical and Engineering education in the country.
- IV. Enhancing skills of students/aspirants through internship and vocational training.
- V. Playing an effective role in the ongoing Govt. initiative on "Skill Development Mission" with a view to contribute to the overall target of skilling/upskilling 500 million people in India through p-p-p (public-private-partnership) programmes in skill development.

5. IMPLEMENTATION OF MEMORANDUM

In order to ensure successful implementation of this MoU, the parties will create a Center Development Advisory Committee, which will be responsible for;

- I. Discussion of progress of cooperation in the Center of Excellence.
- II. Preparation and coordination of cooperation plans amongst the parties, industry partners and governments.
- III. Such other matters as may be decided by and between the parties.
- IV. To ensure effective collaboration with industry for improved employability.
- V. To participate effectively and get integrated with skill development mission
- VI. To bring Academia and industry on a common platform and evolving strategy to map the requirements of each other and competent manpower to industry with updated employable knowledge.
- VII. To evolve and agree on the courses, modules, delivery methodology and size of the batches; frequency and period of the courses.
- VIII. To work for certification & recognition of the programmes and issuing certificates jointly.
- IX. To provide guidance, direction and approval regarding methodology for development of programmes and training courses.



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- X. To carryout detailed period review of the progress made and handle the issue of extension_or_termination_of the MoU based on the review.
- XI. To suggest and approve amendments in MoU, if so required.
- XII. To handle the issues of dispute and the directions given by the committee to resolve the dispute will be final before appointing an arbitrator.

6. ROLES AND RESPONSIBILITIES OF ADBU

- I. The ADBU shall provide the available infrastructure & basic amenities such as electricity, water, communications, etc.; suitable and ready for implementing the CoE and other activities in conjunction with the ESSCI in the scope.
- II. The ADBU shall provide a workable space/ room with basic amenities for the industry partners and ESSCI to facilitate related activities for successful outcome of joint activities.
- III. The ADBU shall help to develop market, innovate & implement through its existing established network and would support in the exercise.
- IV. The ADBU shall nominate a coordinator as a point of contact (POC) for ESSCI for proper operation of MoU.
- V. The ADBU shall treat ESSCI as a consulting partner for joint activities for mutual benefits.
- VI. Infrastructure and other amenities for ESDM (Electronics System Design & Manufacturing) Unit as a build up to the holistic ecosystem development.

7. ROLES AND RESPONSIBILITIES OF ESSCI

- I. ESSCI shall utilize its strength to align with various skill development programmes and initiatives to meet the objectives of the Center of Excellence. It shall accordingly design and deliver various programmes within the overall scope of MoU.
- II. The quality delivery is the responsibility of ESSCI and ESSCI would have to have in-house or engage the required manpower and the faculty as per the requirement, in conjunction with the Center of Excellence.
- III. ESSCI shall link up potential collaborators for the industry and their programmes to develop a sustainable ecosystem of smart campus, smart cities & smart villages.
- IV. ESSCI would facilitate industry associations & partners for the development of ESDM unit focused to smart campus, smart cities & smart village technologies.

8. JOINT RESPONSIBILITIES OF ESSCI & ADBU




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- I. Marketing & mobilization of the students shall be carried out jointly as per mutual agreed terms.
- II. Promotion for the programmes undertaken shall be advertised/ propagated through respective websites of the parties.
- III. Technical workshops/ promotional workshops within the scope of the MoU.
- IV. Assessment of the courses shall be carried out jointly by both the ADBU & ESSCI
- V. Successful business models developed shall be emulated at other Don Bosco Technical Training Centers, as per mutual agreement with other Don Bosco Technical Training Centers.
- VI. Mentoring the Don Bosco Rural Technology Innovation & Incubation Center and its activities in Electronics sector.
- VII. Would develop a world-class ESDM facility at ADBU campus as and when the ecosystem is ready for such initiative.

9. TERM OF MoU

- I. This MoU will be valid for Five (5) Years from the date of it's entering into and maybe mutually extended from time to time in writing by both the parties.

10. CHANGES & AMENDMENTS

- I. No changes/amendments can be made to this MoU without written consent & duly signed by both the parties. Documents containing such addition and deletions/alterations shall be signed by all parties and shall form addenda to this MoU and be deemed to be part of this MoU.

11. SETTLEMENTS OF DISPUTES

- I. In the event of a dispute between the ASSOCIATE and the INSTITUTION arising out of, or relating to this Agreement, its interpretation or performance hereunder, the parties shall exert their best efforts to resolve the dispute amicably through negotiations.
- II. In case of any disagreement and dispute and the parties fail to mutually resolve the issue; both parties shall appoint an Arbitrator that is mutually agreeable and shall be settled as per Indian Arbitration Act.

12. FORCE MAJUERE

- I. The Parties shall not be liable for any failure to perform any of its obligation under this MOU if the performance is prevented, hindered or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of state or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of ADBU) fire, floods, natural calamities or any act of God (hereinafter



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referred to as event), provided notice of happening of any such events given by the affected party to the other, within 21 calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the MOU, nor shall either party have any such claims for damage against the other, in respect of such non-performance or delay in performance.

- II. Provided service under the MOU shall be resumed as soon as practicable, after such event comes to an end or ceases to exist.
- III. Each party shall promptly inform the other of the existence of Force Majeure event and shall consult together to find a mutually acceptable solution.

13. NOTICES

- I. Unless otherwise provided herein, all notices or other communications under or in connection with this MOU shall be given in writing and may be sent by personal delivery or post or courier or facsimile.
- II. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, & if sent by facsimile/electronic mail when sent (on receipt of a confirmation to the correct facsimile number / email ID).

Through this Memorandum of Understanding ADBU & ESSCI affirms their commitment to fulfill and achieve the objectives and goals mutually agreed upon in this Memorandum of Understanding.

IN WITNESS WHEREOF, each of the parties here to has caused this Agreement to be duly executed by a duly authorized representative of such party as of the date first above written at Guwahati, Assam.

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| For & on behalf of Assam Don Bosco University, Guwahati, Assam | For & on behalf of Electronics Sector Skill Council of India |
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| Fr. (Dr.) Stephen Mavely, SDB Vice-Chancellor Vice Chancellor Assam Don Bosco University Tapasia Gardens, Sonapur Assam-782402, India | Shri. N. K. Mohapatra Chief Executive Officer |
| Witness:- 1) Fr Joseph Nellanath 2) DR MANIRAMAN KALITA | Witness:- 1) Deepankar Ray SARU A PARTMENT, BARTHAHUR MILL ROAD, GUWAHATI, ASSAM. 2) L. IGNATIUS VERDATEC LLP |

