

(BAMU) Aurangabad

Date: 20th July, 2020



Memorandum of Understanding

This **Memorandum of Understanding** made and entered into on this 20th Day of July, 2020 by and between the following two entities collectively referred to as "Parties" and each referred to individually as "Party".

Instrumentation Automation Surveillance & Communication Sector Skill Council (IASC SSC), a Section 8 not-for-profit company under aegis of Ministry of Skill Development & Entrepreneurship, Govt of India having its head office at 201-202, STBP NSIC Complex (Gate no 2), Okhla Industrial Estate, New Delhi - 110020, India. (Hereinafter referred as "IASC"), represented by Mr. Ajay Bhushan, Officiating CEO which expression shall, where the context so adMIETs, be deemed to include its successors, executors and administrators of the FIRST PART.

AND

Dr. Babasaheb Ambedkar Marathwada University, Aurangabad (BAMU) is a premier institution for technical education. It is represented by **Dr. Mahendra D. Shirsat**, who is duly authorized to sign this document "hereinafter referred to as "BAMU", 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 Instrumentation Automation Surveillance & Communication Sector Skill Council (IASC SSC) and Dr. Babasaheb Ambedkar Marathwada University, Aurangabad (BAMU), Pondicherry.

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

The purpose of the MOU is to meet the requirement of, **IASC SSC**, **Dr. Babasaheb Ambedkar Marathwada University (BAMU)** expansion for new technical skill based manpower training and train existing employees and faculty and intern training students in chosen skills of the IASC Sector.

A. Roles & Responsibilities:

Instrumentation Automation Surveillance & Communication Sector Skills Council (IASC SSC)

1. IASC SSC will enable in position of QP/NOS based & NSQF aligned courses into **Dr. Babasaheb Ambedkar Marathwada University (BAMU).**

2. IASC SSC will explore the creation or alignments of its existing Qualification Packs (QP) / National Occupation Standards to the curriculum decided by Dr. Babasaheb Ambedkar Marathwada University (BAMU). IASC SSC and Dr. Babasaheb Ambedkar Marathwada University (BAMU) will jointly work for mapping Skills requirements of the industry demand and student requirements.

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Sector



- 3. IASC SSC will support, **Dr. Babasaheb Ambedkar Marathwada University (BAMU)** in development of their training eco-System for imparting skill based training in Instrumentation, Automation, Surveillance & Communication Broadcasting sector.
- 4. IASC SSC will support **Dr. Babasaheb Ambedkar Marathwada University (BAMU)** in training their faculty under Training of Trainer (ToT) program for imparting skill based training under the QPs of the NSQF.
- 5. IASC SSC and, **Dr. Babasaheb Ambedkar Marathwada University (BAMU)** will mutually explore possibility of spreading the skilling model in other academic institutions affiliated or relate to **Dr. Babasaheb Ambedkar Marathwada University** (BAMU).
- 6. IASC SSC will help and guide, align the training requirement of **Dr. Babasaheb Ambedkar Marathwada University (BAMU)** to industry requirement.
- 7. IASC SSC will create awareness about the skills program among the **Dr. Babasaheb Ambedkar Marathwada University (BAMU)** students and teaching community
- 8. **BAMU** along with the support **IASC-SSC** will facilitate OJT, internship and placement support with industry participation.
- 9. **IASC-SSC** will take / propose other measures as may be considered necessary to promote skill based, industry focused programs in the larger interest.

Dr. Babasaheb Ambedkar Marathwada University (BAMU):

- 1. Dr. Babasaheb Ambedkar Marathwada University (BAMU) will adopt Qualification pack (QP) for training for different job roles as agreed mutually including roll out of courses for Engineering Students to provide them industry focused skill based education.
- 2. Dr. Babasaheb Ambedkar Marathwada University (BAMU) will request requirement of new QPs as per specific needs
- 3. Dr. Babasaheb Ambedkar Marathwada University (BAMU) will create the labs, working classrooms and teaching infrastructure as advised by IASC SSC for each QP
- 4. Develop requisite infrastructure for imparting training in specific QPs and deploy all tools and aids as suggested by IASC SSC.
- 5. Dr. Babasaheb Ambedkar Marathwada University (BAMU) will provide all faculty for imparting the training and IASC SSC will support in capacity building of the faculty for teaching the QPs
- 6. Dr. Babasaheb Ambedkar Marathwada University (BAMU) will share its expertise and best practices in training, forecasting, trends, and research and development etc.
- 7. Dr. Babasaheb Ambedkar Marathwada University (BAMU) will take other measures as may be considered necessary to promote the course of skill based industry focused educational programs.
- 8. Dr. Babasaheb Ambedkar Marathwada University (BAMU) will facilitate organization of ToT, ToA, and Faculty Workshop etc. as may be required.
- 9. Dr. Babasaheb Ambedkar Marathwada University (BAMU) will Endeavour to set up
 a Centre of Excellence for promotion of ToT, ToA, high end learning, research etc.

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Financials:

The provision will be worked out mutually between IASC SSC and Dr. Babasaheb Ambedkar Marathwada University (BAMU) as the relationship progresses and these provisions will be respected by both the parties after the same is finalized.

Duration / Term of the Tripartite MoU:

- a) This **MoU** shall be valid for three (3) years from the date of it's entering into and may be mutually extended from time to time in writing by the parties.
- b) This **MoU** is a document of good faith. Its implementation would be monitored on a six monthly basis.

Changes / Amendment:

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

Termination:

The parties can terminate this **MoU** after serving 6 (six) 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. In such a case, it will be ensured that batches running are completed in all respect before termination of relationship.

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, riots, 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.

B. Governing Law and Dispute Resolution

This Understanding 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. Deen Daval Upadhyay Kausharkettspute between IASC SSC and Dr. Babasaheb Ambedkar Marathwada University Dr. Babasaheb Ambedkar Marathwada University, Aurangabad (MS) -431 004



(BAMU) in connection with this Agreement shall be referred to the designated officials of IASC SSC and Dr. Babasaheb Ambedkar Marathwada University (BAMU) for mutual discussions and negotiations.

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.

