**MEMorandum of Association**

This Memorandum of Understanding (“MOU”) is executed on the \_\_\_\_\_\_\_ **day of \_\_\_\_\_\_\_, 20\_\_**, at New Delhi, between:

**Skill Council For Mining Sector** (SCMS), a company , registered under section 25 of the Companies Act,1956 and having its registered office at **FIMI House, B-311, Okhla Industrial Area, Phase-1, New Delhi-110020**  which is a nominated entity will ensure and promote skill development and vocational education in the mining sector (hereinafter referred to as the ***Skill Council For Mining Sector*** / **First Party/ Council**, which in expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) acting through **CEO/COO, SCMS, authorised by Governing Board of SCMS**

**And**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** a company, registered under the **­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, having its registered office at **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** having business in the area/s of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (herein referred to as the **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**/ **Second Party**, which in expressions shall, unless it be repugnant to the subject or context thereof, include its permitted assigns, associates and successors assigns) acting through **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (Designation) of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**.

Whereas, **SCMS** and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**are hereinafter individually referred to as “**Party”** and collectively known as “**Parties**”.

**And Whereas Skill Council for Mining Sector (SCMS)** is a Not-for-Profit organization under the Indian Companies Act, 1956 to the extent applicable. The SkillCouncil for Mining Sector is registered under section 25, sub section 1, clause (a) of the Companies Act, 1956. It was incorporated on 06 December, 2013 and its objective is to create a credible and effective mechanism with the support of relevant and interested stakeholders for managing the task of skill development across the country for meeting the current and future skill needs of the mining industry. With a Vision to be the leading and apex body of the mining sector and main task will be to develop skill competency standards and qualifications, bench marking it with international standards and to work with the mining industry to train existing workforce and new inductees in PPP mode

SCMS aims to develop skills competency, occupational standards, carry out, execute, implement aid and assist activities towards skill development in the mining sector in India and meeting the entire value chains’ requirements of appropriately trained manpower in quantity and quality on a sustained and evolving basis and outcomes which shall meet the mining sector expectations thru ethical, transparent and effective management of the Skill Council for Mining Sector.

And whereas **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, the Second Party, is an organization engaged in **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**would like to workas a Training Partner (Training Provider) under the provisions and guidelines issued by National Skill Development Corporation (NSDC) for Sector Skill Councils.

Now, therefore, this Memorandum of Association cum Service Level Agreement is made under the following terms and conditions mutually agreed by SCMS and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

1. Scope of Work of Training Provider:
2. The Training Provider will follow the curriculum and courseware developed as per Qualification Packs and the National Occupational Standards for each trade by Skill Council for Mining Sector. However, Training Provider shall be free to add extra content as per the need of the program with written permission from SCMS.
3. The Training Provider will ensure that the trainers used at the participating centres are certified by SCMS.
4. Training Provider should ensure to have adequate lab infrastructure as per the guidelines set by SCMS.
5. The Training Provider will enter the correct and verified student details into SDMS to the best of its capacity as deemed thereon.
6. The Training Provider will ensure all candidates have a UID number/authorized Id Card and bank account as applicable for the NDSC Scheme. The Training Provider shall provide adequate assistance to the trainee to facilitate the UID number and a bank account in case the student does not have one. Nearest Aadhaar Centre will facilitate to fasten the process. Till the time the trainee does not have a UID number and a bank account number, the trainee can use the mobile number to enrol in the training program. It will be the responsibility of the Training Provider to update the UID and bank account information of the trainee on its receipt. The Training Provider will be liable for any incorrect information entered into SDMS.
7. The Training Provider will have to ensure that the start and end date of every batch is entered into SDMS. In case of any delay in the information provided – the Training Provider will be liable for the same.
8. The assessment fee has to be transferred electronically to the SCMS bank account within two days of the batch upload in SDMS.
9. In the eventuality of student dropping out of the training program, the assessment fee will be non-refundable.
10. Training Provider will be expected to provide the training as per the declared schedule to the trainee and ensure that the trainee is adequately skilled as per the performance criteria defined in the Qualification Packs (QPs) and National Occupational Standards (NOSs).
11. Training Provider will ensure trade wise selection/enrolment of minimum 25 candidates per batch as per qualification eligibility mentioned in respective Qualification Pack.
12. The Training Provider will intimate SCMS at least 20 days before the date of conduct of Assessments.
13. The Training Provider is allowed to take the assessment as many times as it wants by paying the assessment fee each time.
14. Only Indian nationals can participate in the scheme.
15. SCMS will declare the results in 10 working days after the assessment and Training Provider shall be able to download certificates post same from SDMS. Timely declaration of the results and/or distribution of the certificates to the trainees shall be the liability of Training Provider and shall be responsible for any delay in this regard and shall keep SCMS informed in this regard.
16. Both the Parties agree to abide by this MOU. The MOU shall be valid for a period of two years from date of signing.
17. The Training Provider should inform SCMS in writing at least one month in advance in case of their intention to discontinue the services to be provided under this MOU and handover all the documents and material which the Training Provider will be possessing. The Training Provider is obliged to only complete the trainings that have already commenced prior to such termination date of notice aforesaid.
18. After such discontinuation of service, The Training Provider shall cease to have the privilege of possession and\or use of such documents and material provided by SCMS.
19. In no event, shall the Training Provider aggregate liability under this MOU exceed the total consideration of fee revenue share as agreed between both the parties varying from scheme to scheme, received from SCMS and in no event Parties shall be liable for any indirect, special, incidental, consequential damages (including loss) directly or indirectly arising out of breach of this MOU, whether in contract, or otherwise, and whether or not such damages resulting from any breach, damage, even if either Party has been advised of the possibility thereof.
20. Only the Training Provider will be held liable for any wrong or misguiding information put into the Skill Development Management Software (SDMS). In the event of any dispute, arising out of the program execution or false commitments to trainees or wrong interpretation of the guidelines/directives issued by SCMS, only Training Provider will be the responsible party.

7. In case of any disputes between the Parties under this MOU with regard to interpretation, or as to rights, duties or liabilities thereunder or otherwise the Parties will endeavour to resolve the matter through mutual negotiations.

9. SCMS and Training Provider shall nominate a single point of contact for respective parties for better coordination.

10. This MOU, along with Annexures (if any), along with work orders, amendments thereof supersede all previous arrangements, understanding, (written or oral) and arrangement between the Training Provider and SCMS in respect of the subject matter contained and represents the entire understanding between SCMS and Training Provider in respect thereof. Any amendments to this MOU shall be on mutual consent in writing of authorised representatives of the Parties.

11. If any provision of this MOU is found to be illegal, void or unenforceable under law, the Parties will cooperate to obtain substantially the same result that provision is intended to provide, either through amendment, modification or alteration to the minimum extent possible to make such provision valid, legal or enforceable. If no such changes are possible, the provision shall be deemed to be deleted and the rest of the provision shall continue to be applicable and the remainder of the provisions shall continue to be enforceable and in full force and effect. The governing law of this agreement shall be laws of India and the courts of New Delhi only.

12. Any variation or waiver of any of the terms of this MOU shall not be binding unless set out in writing, expressed to amend this MOU and signed by or on behalf of each of the parties.

13. Any requested change to this MOU shall be communicated to the other party by email, and if the other party is in agreement with the requested changes, the parties shall promptly advise and execute an updated version of this MOU as needed.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THE DAY MONTH & YEAR FIRST ABOVE WRITTEN

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| For Skill Council For Mining Sector  (Authorized Signatory)    Name:  Designation : | For TRAINING PROVIDER  (Authorized Signatory)   Name :  Designation : |
| Witness 1 | Witness 2 |
| Name : | Name : |
| Place: | Place: |