

SECTOR SKILL COUNCIL FOR ART & CULTURE



MEMORANDUM OF ASSOCIATION CUM SERVICE LEVEL AGREEMENT

This Memorandum of Understanding cum Service Level Agreement is executed on the day of, at New Delhi, between:

Sector Skill Council For Art & Culture (SSCAC), a company, registered under section 8 of the Companies Act, 1956 and the Companies Act, 2013 and having its registered office at **Suit no 424, Wave Silver Tower, Sector 18, Noida 201301** is a nominated entity will ensure and promote skill development and vocational education in the Art, Craft & Culture sector (hereinafter referred to as the **Sector Skill Council For Art & Culture/ First And**

....., a company, registered under, having its registered office at....., in the area/s of.....(herein referred to as the/ **Second Party**, which 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, **SSCAC** and.....are hereinafter individually referred to as “**Party**” and collectively known as “**Parties**”.

And Whereas Sector Skill Council For Art & Culture (SSCAC) is a Not-for-Profit organization under the Indian Companies Act, 1956 and the Companies Act, 2013, to the extent applicable. The Council is registered on the under section 8, sub section1, clause (a) of the Companies Act, 1956. 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 Art, Craft & Culture sector. With a Vision to be the leading and apex body of the Art, Craft & Culture sector and main task will be develop skill competency standards and qualifications, bench marking it with international standards and to work with the Art, Craft & Culture industry to train existing workforce and new inductees in PPP mode and advocacy of Services by ensuring Right Skills in the Right Place at the Right Time.

SSCAC aims to develop skills competency, occupational standards, carry out, execute, implement aid and assist activities towards skill development in the Art, Craft & Culture 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 Art, Craft & Culture sector expectations thru ethical, transparent and effective management of the Skill Council For Art, Craft & Culture Sector.

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And whereas, the Second Party , is an organization engaged in

Now thereforeas a Training Provider (TP) under the provisions of **“Fee Based (Paid Model)”** scheme of Institutions being implemented by SSCAC shall also confirm and abide by all the provisions and compliances agreed and signed herein the Memorandum of Understanding between both the parties.

Now, therefore, this Memorandum of Association cum Service Level Agreement is made under the following terms and conditions mutually agreed by SSCAC and

- (i) The Training Partner (TRAINING PROVIDER) will align the curriculum and courseware to the Occupational Standards for each trade as set by the Sector Skill Council for Art & Culture.
- (ii) The Training Provider's will give an undertaking to the SSCAC that the trainers at the participating centres are qualified to handle the training program as per the curriculum set by SSCAC as per the defined format as in Annexure 1.
- (iii) All Training Provider's should have adequate lab infrastructure as per the guidelines set by SSCAC.
- (iv) A Training Provider will enter the student details into DMIS portal to its best of capacity as deemed thereon.
- (v) Only the Training Provider will be held liable for any wrong or misguiding information put into the Development Management Software (DMIS).
- (vi) The Training Provider will ensure all candidates have a UID number/authorized ID card as applicable for the Scheme.
- (vii) Till the time the trainee does not have a UID number, the trainee can use the mobile number to enrol in the training program.
- (viii) 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 DMIS.
- (ix) The Training Provider will have to ensure that the start and end date of every batch is entered into DMIS. In case of any delay in the information provided – the TRAINING PROVIDER will be liable for the same.
- (x) The Training Provider can choose to facilitate economically weaker section of trainees (with a below poverty line (BPL) card) by providing credit facility on the training fee only.
- (xi) The assessment fee has to be collected by the Training Provider in full at the time of enrolment. This money collected by the 'Training Provider' from the student has to be transferred electronically to SSCAC the same day.
- (xii) In the eventuality of student dropping out of the training program, the assessment fee will be non –refundable.

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- (xiii) It will be the responsibility of the Training Provider of entering the correct fee amount given and credit given to the trainee.
- (xiv) Training Provider has to enter the receipt number clearly depicting the fee taken and credit given to the trainee.
- (xv) In the event of dispute, TRAINING PROVIDER will be the only party responsible.
- (xvi) Training Provider will be expected to provide the training as per the promised schedule to the trainee and ensure that the trainee is adequately skilled as per the performance criteria defined by the SSCAC
- (xvii) A minimum batch of 20 candidates per division to be considered for assessment.
- (xviii) The Training Provider will intimate SSCAC at least 20 days before the date of conduct of test.
- (xix) The trainee will be allowed to take the assessment as many times as the trainee wants by paying the assessing fee each time. The assessment fee has to be transferred to the SSC each time.
- (xx) Only Indian nationals can participate in the scheme.
- (xxi) SSCAC will declare the results in 10 working days after the assessment and send PDF of certificates to training partners.
- (xxii) The Training Provider will have to issue the certificates to the trainee within 2 working days. Any delay will be the liability of the Training Provider.
- (xxiii) The Training Provider shall abide this Service Level Agreement and will be valid for a period from the date hereof till 31st March.....
- (xxiv) The Training Provider should inform in writing SSCAC at least one month in advance in case of their intention to discontinue the services to be provided under this agreement 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.
- (xxv) In no event, shall any Training Provider aggregate liability under this Agreement exceed the total consideration of fee revenue share received from SSCAC and in no event SSCAC be liable for any indirect, special, incidental, consequential damages (including loss) directly or indirectly arising out of breach of this Agreement, whether in contract, or otherwise, and whether or not such damages resulting from any breach, damage, even if Training Provider has been advised of the possibility thereof.
- (xxvi) 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 SSCAC

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- a. In case of any disputes between the Parties under this Agreement with regard to interpretation, or as to rights, duties or liabilities there under or otherwise the Parties will endeavour to resolve the matter through mutual negotiations. In case the dispute remains unresolved for a period of thirty (30) days, the Parties may refer the dispute to a sole arbitrator to be mutually decided between the Parties under the Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Delhi and the language of arbitration shall be in English. The governing law of this Agreement shall be laws of India and the courts of New Delhi shall have the exclusive jurisdiction to deal with this Agreement.
 - b. SSCAC and Training Provider shall nominate a single point of contact for respective parties for better coordination.
- (xxvii) This Agreement, along with Annexure, along with work orders, amendments thereof supersedes all previous arrangements, understanding, (written or oral) and arrangement between the Training Provider and SSCAC in respect of the subject matter contained and represents the entire understanding between SSCAC and Training Provider in respect thereof. Any amendments to this Agreement shall be on mutual consent in writing of authorised representatives of the Parties.
- (xxviii) If any provision of this Agreement 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.
- (xxix) Any variation or waiver of any of the terms of this Agreement shall not be binding unless set out in writing, expressed to amend this Agreement and signed by or on behalf of each of the parties.
- (xxx) Changes to MOU: 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.

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

For Sector Skill Council For Art & Culture
(Authorized Signatory)

For TRAINING PROVIDER
(Authorized Signatory)

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Name:
Designation :

Name:
Designation :

Witness 1
Name
Place:

Witness 2
Name
Place: