MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MoU") is made on this 23rd December 2014 Between

Telecom Sector Skill Council, a society registered under the Societies Registration Act, 1860 and having its registered office at 2nd Floor, Plot No 105, Sector-44, Gurgaon, acting through Lt Gen (Dr) S P Kochhar, CEO, TSSC, (hereinafter referred to as "TSSC" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the First part

And

The Institution of Electronics and Telecommunication Engineers, a society registered under the Societies Registration Act XXI 1860 and having its Office at 2, Institutional Area, Lodi Road, New Delhi acting through Maj Gen P K Jagglia, VSM (Retd) (hereinafter called "IETE", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the Second part.

TSSC and IETE may hereinafter collectively be referred to as "Parties" and individually as "Party"

WHEREAS

a) The need for Skill Development that has been recognised by the Government of India has been acknowledged by the Indian Telecom Industry. The Telecom industry has also felt that skills imparted by the vocational system in India need to be complemented by support from the industry in order to match industry requirements and provide greater level of on-the-ground training experience and therefore the Telecom Sector Skill Council (TSSC) has been formed and registered.
as a Society, by joint effort of the Industry, Government and Industry Associations.

b) TSSC and IETE agree to enter into this MOU for the purpose mentioned hereunder.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties mutually agree hereto the scope of work involved for both the parties will be as follows:-

a) TSSC and IETE will jointly identify job roles that should be included for training in the broad area of Telecom Sector, which can be added or deleted as per market demands on mutual consent.

b) TSSC will develop National Occupational Standards (NOS) for different streams of Telecom job roles at various levels in the industry.

c) IETE will undergo Affiliation process to become a Training Provider laid down by TSSC for conduct of training.

d) TSSC will ensure evaluation of trainees using its assessment engine and independent 3rd party assessors.

e) IETE and TSSC would strive to facilitate placement thru industry connection to the extent feasible as mutually agreed.

f) IETE and TSSC would strive to jointly set up Zonal Centres of Excellence for Technology.

g) IETE will use TSSC MOOCs platform for delivery of Telecom Courses and other courses offered in TSSC’s LMS.

h) IETE will be designing and delivering Train the Trainer program for Trainers to be certified by TSSC.

i) Affiliation/Assessment/Certification fee will be as per norms - For training and assessment, TSSC norms may be applicable, while for other activities it would be mutually agreed.

j) In order to identify Job Roles, validate Occupational Standards, Training and Assessment framework and pilots conducted, TSSC and IETE agree to set up a joint team.
1) For effective implementation & monitoring of the scheme as envisaged in the MOU, Maj Gen P K Jaggia, VSM (Retd) Secretary General will be the Nodal Officer on behalf of IETE and Shri DP Nair, Head (Business Unit) will be the Nodal Officer on behalf of TSSC.

2) This Memorandum of Understanding will be effective up to three years beyond the date of signing this agreement, that is, up to 23rd December 2017. Implementation of the MOU would be monitored on a six monthly basis.

3) Any dispute between the parties shall always be resolved by mutual consultation without any resort to arbitration or other form of legal remedy including resort to court of law.

4) Any notice / communications required to be given by the parties shall be addressed to the parties at the address specified at the first page of this MoU.

Severability: If any part, term or provision of this MOU is or becomes legally ineffective or unenforceable the validity of the remaining provisions shall not be affected thereby. Any ineffective or unenforceable provision shall rather be replaced by a legally effective provision that comes as close as possible to the intentions of the parties hereto. The same applies, by way of analogy, to any gap in the provisions that may become evident.

Force Majure: That this MOU is subject to usual Force Majure clause preventing the Parties to discharge their obligations which includes incidents by fire, Act of God, riots or other civil commotion, enemy action and/or other causes not within the control of the Parties and in such cases neither Party shall be liable to pay any compensation, claims to the other party.

Termination: Either party would have right to withdraw from the MOU by giving a three months' notice.

Notice: In case of service of any notice required to be served in connection with the rights and/or obligations of the parties under this MOU it shall be deemed to be sufficiently served if dispatched through Registered Post/approved courier/transmitted through fax and/or through e-mail and for that purpose the address of the parties given in the opening para of this MOU shall be treated as the postal address of the parties.
IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date first above written.

For and on behalf of
Telecom Sector Skill Council

Lt Gen (Dr) S P Kochhar
CEO, TSSC

Date: 23 December, 2014
Place: New Delhi

For and on behalf of
The Institution of Electronics and Telecommunication Engineers

Smriti Dagur
President

Maj Gen P K Jaggia, VSM (Retd)
Secretary General
IETE, New Delhi

DP Nair
Head Business Unit
TSSC, Gurgaon