

Memorandum of Understanding

Between

JSS COLLEGE OF ARTS, COMMERCE AND SCIENCE

and

NASSCOM / IT-ITES SECTOR SKILLS COUNCIL NASSCOM

For

Assessments and Certification on NSQF Levels/Qualification Packs (QP) and National Occupational Standards (NOS) under the BVOC Project

This Memorandum of Understanding (MoU) has been made and agreed upon between the Parties mentioned below, signed on 27th October 2022

BETWEEN

National Association of Software and Service Companies (NASSCOM) having its head office at the NASSCOM Plots 7-10, Sector 126, Noida, UP – 201303, India (hereinafter called “NASSCOM”), represented by the Executive Director IT-ITeS Sector Skills Council NASSCOM, which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the ONE PART

AND

M.P. VIJAYENDRA KUMAR, Principal, represented by the **JSS College of Arts, Commerce and Science** (hereinafter referred to as “Second Party”) which expression shall unless repugnant to the context or meaning thereof, include its successor in office, legal representatives and permitted assigns of the SECOND PART

Background and Purpose

JSS College of Arts, Commerce and Science has been established in the state of **Karnataka** for skilling youth to carry forward the skill development initiatives in a co-ordinated manner.

Whereas **IT-ITeS Sector Skills Council NASSCOM (SSC NASSCOM)**, the skill standard setting body of the IT-BPM Industry, is an integral part of NASSCOM in the education & skill development initiative. SSC NASSCOM works with its industry members and assist academic and skill development institutions to help improve the quality and quantity of the employable workforce available to this industry.

NASSCOM/SSC NASSCOM and JSS College of Arts, Commerce and Science and will hence forth be referred to independently as the ‘First Party’ and ‘Second Party’ respectively and collectively as the ‘Parties’.

THIS MOU WITNESSED AND THE PARTIES HERETO AGREE TO AS FOLLOWS:

A. Objective

This MoU is for collaboration on the conduct of Assessments and Certification on Qualification Packs (QP) and National Occupational Standards (NOS) for Second Party sponsored candidates.

1. The **Objective** of this MoU is to showcase the employability skills of the candidates of the Second Party by their adoption of the National Occupational Standards (NOS), Assessments and Certifications developed by NSDC through its Sector Skill Councils. Under this MoU, First Party will ensure timely completion of assessment & its certification of candidates of the Second Party.
2. Currently **06** QP(s) for which candidates of the Second Party need to be assessed and to be conducted by the Assessment Bodies of the First Party, has been enclosed as **Annexure 1**. Going forward more QPs will be added in consultation with the First Party.

B. Role and Responsibilities of Second Party

The **Second Party** is the implementing organization and will be responsible for activities such as:

1. **Authorisation for Assessment & Certification of Second Party Candidates:** The Second Party will permit the First Party to conduct assessments and certify its candidates as per the defined QP(s), through Assessment Agencies empanelled by the First Party.
2. **Nodal Officer/Coordinator:** The Second Party will designate and recommend a Nodal Officer/Coordinator at Headquarters Level who will be responsible for overseeing/coordinating the program from Second Party which includes MIS & technical operations with the First Party.
3. **Payment Schedule to SSC NASSCOM:** The Second Party shall make 100% advance payment of assessment cost to NASSCOM/SSC NASSCOM i.e. the First Party, for all the batches for which the First Party shall give an acknowledgement of advance payment.
4. Assessment cost shall be paid on the basis of registered/scheduled number of candidates on SSC NASSCOM Portal (this covers those passed, failed and also covers absentees on the day of the assessment) subject to a minimum batch-size, which is 20 candidates per batch. The cost for an assessment and the subsequent certification will be as per the norms of NSDC & NASSCOM/SSC NASSCOM/First Party and currently is at INR. 800/- + all applicable Taxes (Taxes are over and above the assessment cost).
 - a. If a batch is not assessed due to Force Majeure or if informed by the Second Party at least 10 working days in advance to the date of the scheduled assessment or due to any other reason agreed upon by both the Parties, then the assessment will be carried out for the whole batch at a mutually convenient date. This communication between the Parties would be sent via E-Mail.
5. The Second Party agrees to the terms & conditions stated in the malpractice avoidance declaration as detailed in Annexure-II (C)

C. Role & Responsibility of the First Party

1. **Single Point of Contact (SPoC):** The First Party will designate and recommend a SPoC who will be responsible for the overall assessment related activities from the First Party.

2. **Student Assessment and Certification:** The First Party will organize the timely assessment and certification of Second Party candidates through empanelled 'Assessment Agencies' of the First Party. The First Party will issue certificates to the successful candidates via SSC NASSCOM Portal.
3. The First Party will raise an invoice against advance payment post conduct of assessment.
4. The First Party via its Assessment Agency will be responsible for the fair and proper conduct of the QP assessment. Any issue(s) that arise regarding this will be amicably discussed between the First Party and the Second Party and resolved thereof.
5. Candidates will be assessed on the assessment criteria and question banks set by the First Party as per the respective QP concerned.

D. The below given operational processes will be followed for Assessment and Certification:

1. Second Party uploads its batch information in prescribed format on SSC NASSCOM Portal listing all details including the batch end date as required by SSC NASSCOM Portal.
2. Second Party must make the communication/request for the assessment date at least 2 weeks prior the batch assessment /training end date and the assessment date should be minimum 2 weeks post the payment date.
3. The Second Party will transfer the requisite assessment fees via the prescribed Payment Gateway of the First Party, as mentioned in Clause B, Sub clause (3) of this MoU.
4. First Party assigns the batch to its empaneled assessment agency for conduct of assessment.
5. Infrastructure details for conduct of assessment will be shared by the empaneled assessment agency to the Second Party while assessment confirmation is sent via e-mail.
6. On request from First Party the Second Party will furnish the candidate details of batch in excel format. The Second Party will be responsible for the accuracy of all the details provided in the Excel sheet and on SSC NASSCOM Portal.
7. Centre Manager/Centre Head of Second Party will sign a malpractice avoidance declaration form as detailed in Annexure-II (C) on the day of assessment and Second Party will make all efforts to avoid any malpractice at its assessment centres.
8. The First Party will nominate proctors/invigilators to check the credentials of the candidates as detailed in Annexure-II (B) of this MoU.
9. The Second Party will ensure the signing of QP Assessment Attendance Sheet on the day of assessment as detailed in Annexure-II (A) of this MoU.
10. The results of the batches will be declared by the First Party within 10 days of assessment.
11. Certificates will be generated through SSC NASSCOM Portal for successful candidates as per the timelines.

E. Other covenants

1. The use of the name, logo and/or the official emblem of the Parties concerned on any publication, document and/or paper concerning the mission/project under this MoU is permissible, only post approval in writing, as explicit permission from the Party concerned.
2. Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation or negotiation/s between the Parties, without reference

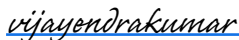

to any third Party. Any other aspects not covered in this MoU, relevant to this program, and disputes etc arising about any aspect of the MoU shall be settled through mutual consultation and MoU, by the Parties to this MoU. In case a settlement is not arrived at, all disputes or differences arising between the parties in relation to the interpretation, meaning or effect of this MoU, or to any breach thereof and remain unresolved after the intervention of the representatives of the parties, shall be referred to arbitration under the aegis of the Indian Council of Arbitration at New Delhi (ICA). The Rules of the ICA shall govern the arbitral proceedings between the parties. The arbitration proceedings shall be conducted in English and the venue for the arbitration proceedings shall be New Delhi.

3. This MoU will come into effect on the date of digitally signed by both Parties concerned and shall remain valid for a period of one year.
4. This MoU may be changed at any time by mutual agreement of the Parties concerned in writing. It shall be reviewed three months before the expiry of the 'MoU' or at a time mutually agreed upon by the Parties concerned for a possible renewal.

F. Termination

1. Either Party may terminate this MoU with 30 days prior written notice to the other Party. On termination of this MoU both parties shall discontinue using the marks and rights arising or accruing from the terms of this MoU.
2. The termination of this MoU shall be without prejudice to the accrued rights and obligations of the Parties and all such accrued rights and obligations shall remain in full force and effect and be enforceable notwithstanding such expiry or termination.

Both the Parties have signed this MoU on 27th October 2022 as mentioned above.

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| <p>For JSS College of Arts, Commerce and Science</p>  <small>vijayendrakumar (Oct 28, 2022 16:52 GMT+5.5)</small> <hr/> <p>Name: M.P. Vijayendra Kumar</p> <p>Second Party</p> <p>Designation: Principal</p> <p>State: Karnataka</p> <p>Organisation Name: JSS College of Arts, Commerce and Science</p> <p>Stamp:</p> <p>Dated: 27th October 2022</p> | <p>For NASSCOM</p>  <small>Upmith (Oct 27, 2022 16:39 GMT+5.5)</small> <hr/> <p>Name: Mr Upmith Singh</p> <p>First Party</p> <p>Designation: Head Strategy & Operations</p> <p>State: Uttar Pradesh</p> <p>Organisation Name: IT- ITeS Sector Skills Council NASSCOM</p> <p>Stamp:</p> <p>Dated:</p> |
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Annexure - I

| S. No. | TP/ Institute Name | Name of SPOC | Mobile Number of SPOC | Email ID of SPOC | NSQF Level /QP Course Code | Approx. Number of Students | Sector Skill Council |
|--------|---|--------------|-----------------------|----------------------|----------------------------|----------------------------|----------------------|
| 1 | JSS College Of Arts, Commerce And Science | Sheela G V | 6362124301 | Sheelagv45@gmail.com | SSC/Q0503 | 30 | IT-ITES |
| 2 | JSS College Of Arts, Commerce And Science | Sheela G V | 6362124301 | Sheelagv45@gmail.com | SSC/Q0501 | 30 | IT/ITES |
| 3 | JSS College Of Arts, Commerce And Science | Sheela G V | 6362124301 | Sheelagv45@gmail.com | SSC/Q0502 | 15 | IT/ITES |
| 4 | JSS College Of Arts, Commerce And Science | Sheela G V | 6362124301 | Sheelagv45@gmail.com | SSC/Q0508 | 30 | IT/ITES |
| 5 | JSS College Of Arts, Commerce And Science | Sheela G V | 6362124301 | Sheelagv45@gmail.com | SSC/Q4601 | 15 | IT/ITES |
| 6 | JSS College Of Arts, Commerce And Science | Sheela G V | 6362124301 | Sheelagv45@gmail.com | SSC/Q6601 | 15 | IT/ITES |
| 7 | | | | | | | |

Annexure – II

- A. Attendance sheet template**
- B. List of Candidate ID proof**
- C. Malpractice Avoidance Declaration**

Annexure II (B)

List of Candidate Identity Proof

Candidates will be required to carry any one of the following Govt. issued ID proofs on the day of Assessment:

- i. Driving License
- ii. PAN Card
- iii. Voter ID proof
- iv. Aadhaar Card
- v. Passport
- vi. Printed Ration Card with photograph of the Applicant

Candidate shall not be allowed to take the assessment if s/he is not able to furnish any one of the above-mentioned valid ID proofs.

Annexure II (C)

Malpractice Avoidance Declaration

Any candidate/ Training Partner indulging in any sort of malpractice or unfair means or use of force to influence the assessment prior, during or after the assessment shall be barred from assessment and blacklisted. Every Training Partner shall sign a declaration confirming that he shall not indulge in any unfair practice. **The declaration is to be signed prior to the assessment & shared with SSC NASSCOM's Assessment Provider's Invigilator/ Proctor. Declaration is provided below:**

To Whomsoever It May Concern

I M.P. Vijayendra Kumar Centre Manager of JSS COLLEGE OF ARTS, COMMERCE AND SCIENCE am conducting training for IT-ITeS Sector Skills Council. I assure the Assessment Agency (AA) our full cooperation to conduct assessments at our centres in a fair manner:

I hereby agree to the following:

1. I & my team will provide required infrastructure & full cooperation to conduct assessment to the Assessment Agency.
2. I & my team clearly understand that all assessments for IT-ITeS Sector Skills Council is completely online & is organized with the help of Invigilator/Proctor who in no way can influence the results & performance of any candidate by any means.
3. I & my team will not enter the lab area where assessment is being organized and interfere in the assessment process of Assessment Agency.
4. I & my team will not indulge in any unfair practice during the assessment or post conduct of assessment.
5. I & my team will not threaten or force the Invigilator/Proctor to help the trainees during the assessment or let the trainer help the students
6. I & my team will not influence the Invigilator/Proctor by offering him any gifts or cash in return of favours before, during, or post conduct the assessment

I & my team hereby agree that for lack of compliance to any of point mentioned above, we are liable to be reported to SSC NASSCOM by the Assessment agency. We agree & are aware that the SSC can take a stringent action against the Training Partner and/Training Centre.

If there are any issues or favours that Invigilator/Proctor seeks, same will be immediately reported to:

IT-ITeS Sector Skills Council NASSCOM (SSC NASSCOM):

Mr Karan Singh

Mobile: 9007000641

Email: dd_ops@nasscom.in

M.P. VIJAYENDRA KUMAR

Principal

JSS College of Arts, Commerce & Science