



**Memorandum of Understanding**

**between**

**Km. Mayawati Government Girls PG College (KMGGPGC)**

**and**

**Tourism and Hospitality Skill Council (THSC)**

## Memorandum of Understanding

This ("MOU") is made and entered into this day of 1<sup>st</sup> August 2019 at Gurugram by and between the parties:

**Tourism and Hospitality Skill Council (THSC)**, a Society registered under the Societies Registration Act, 1860 having its Registered Office at Confederation of Indian Industry, The Mantosh Sondhi Centre, 23, Institutional Area, Lodi Road, New Delhi- 110003, and Corporate office at 801, 8<sup>th</sup> Floor, Tower A, Signature Towers, South City I, Gurugram-122002, Haryana which expression, unless otherwise repugnant to the context and meaning thereof, shall mean and include its successors or successors in interest and assigns and represented by its authorized representative **Ms. Geetanjali Agrawal**, of the FIRST PART.

AND

**Km. Mayawati, Govt. Girls PG College (KMGGPGC)**, Badalpur, Gautam Buddha Nagar, Uttar Pradesh – 203207, affiliated to Chaudhary Charan Singh University, Meerut, Uttar Pradesh, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns, acting through its duly authorised representative **Prof. (Dr.) Divya Nath, Principal, KMGGPGC**, of the SECOND PART .

The **THSC** and **KMGGPGC** are hereinafter individually referred to as "**Party**" and collectively as "**Parties**".

THSC is a Sector Skill Council for the Tourism & Hospitality Sector functioning under the aegis of National Skill Development Corporation (NSDC) supported by leading Industry players in India with an aim to create an eco-system for quality vocation education in Tourism & Hospitality Sector and allied sector. It aims to meet the entire value chain's requirements of trained manpower (in both quantity and quality terms) across all levels on a sustained and evolving basis. Formed with the motive of "by the industry for the industry" and will cater to all the sub sectors of the Industry, namely, Hotels, Tour Operators, Food Service Restaurants, Facilities Management and Cruise Liners.

KMGGPGC offers B.Voc. and other courses, as registered with UGC and/or other authorities, to its students/candidates.

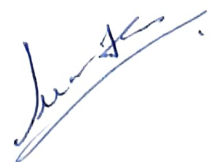
WHEREAS Second Party seeks to incorporate and apply the certification of "Skill India" under the aegis of NSDC rules and regulations, to the candidates qualifying from its institution/college(s).

AND WHEREAS the first party agrees to certify the candidates of the Second Party under the "Skill India" programme as mandated by the NSDC.

### NOW THERERFORE, THESE PRESENTS WITNESSES AS FOLLOWS:

#### 1. Term of the MOU

- a) The MOU shall begin from the date of its execution by the parties hereto.



- b) This MOU shall continue in full force and effect up to 3 years from the date of signing i.e. up to 1<sup>st</sup> August 2022. Both Parties can mutually decide to further extend the MOU if they wish to continue their alliance further by an extension agreement in writing.

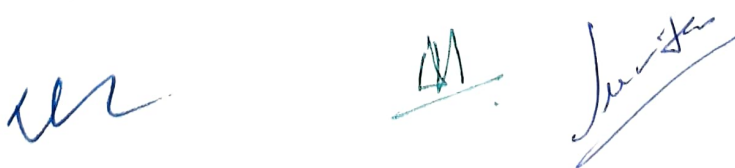
## 2. Roles and Responsibilities of the Second Party:-

The Second Party shall apply, incorporate and align the mandated standards of training and assessments as per the express requirements of THSC in the B.Voc. Courses Conducted by it, by incorporating the necessary National Occupational Standards (NOS) and Qualification Packs (QPs), as per following:-

- a) the second party shall merge the contents of QP's in its curriculum for covering the Skill Component in the B.Voc. Course material.
- b) the second party shall incorporate upto 4 (four) QP's in the semesters of the B.Voc. Course.
- c) the Training for the aforementioned QP's shall be conducted by such trainers who are qualified under "Training of Trainers" (ToT) programme recognised by the THSC.
- d) the Assessment of the "Skill Component" of the B.Voc. Course shall be conducted by the THSC through its own assessors sent for the purpose to the premises of the second party.
- e) the size of batch of student for the purpose shall be at least 15 (fifteen), but shall not exceed 30 (thirty) only, the details of which shall be communicated by the second party to the first party at least 2 (two) weeks prior to the assessment due.
- f) the second party shall upload the data of the batch of candidates in the "Skill Grid" website of the THSC for the purpose of placement assistance.
- g) the second party shall incorporate all charges/ amendments in the aforesaid QP's/NOS, as pronounced by various authorities from time to time.
- h) the second party shall consider and incorporate the advice of the first party for defining the suggested books to be used for preparation by the candidates of B.Voc.
- i) the second party shall allow inspections by the first party, or its authorised agent, as and when required by the latter.
- j) the second party shall apply the required logo and branding of "THSC" and "Skill India" as per the requirement of the second party per the applicable rules and regulations prevailing from time to time for the purpose.

## 3. Role and Responsibilities of THSC:

- a) THSC shall certify the candidates of second party under "Skill India" programmes, subject to their successful completion of the applicable National Occupational Standards (NOS)/Qualification Packs (QPs).





- b) the first party shall support and guide the second party for incorporating the QPs and NOS in the B.Voc. courses conducted by the latter.
- c) the first party shall provide the mark sheet to each candidate after the completion of Assessment process.
- d) the first party shall allow the use of branding and logo of "THSC" and "Skill India" by the second party, as per the prevailing guidelines of the NSDC or other applicable authority.

#### 4. Parties Shall

- a) Not use other party's Intellectual Property unless such other party consents to such use.
- b) Not do anything which in the reasonable opinion of the other party is or will be harmful to the reputation of the other party.
- c) Keep each other informed of any matters relevant to the overall functioning.
- d) Share their expertise or any other information which would be of mutual benefit.

#### 5. Financial Terms and Conditions

- (a) In consideration for the certification and other services, the Second Party shall pay following to the First Party as per the UGC/State Government guidelines:-

S.No.	Particulars	Proposed Price Rate
(i)	For Assessment	As per the prevailing rates * subject to change as per NSDC/Ministry notification

- (b) The second party shall pay the aforesaid consideration in advance to the first party at the time of communication of the batch details, within the meaning of point (e) of clause 2 of this MoU, by the second party.

#### 6. Termination

- a) Either party may terminate this MOU by mutual MOU by giving 3 (three) months notice or by notice in writing served on other
- b) Save as otherwise set out in this MOU, the termination of this MOU howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination.

#### 7. Confidentiality

- a) Each party hereto agrees with the other:
  - To keep information in strict confidence and secrecy;
  - Not to use the information save for complying with its obligations under this MOU.

- Not to disclose the same to a third party other than the party's professional advisers and such employees of the other party. On a need to know basis as per requirements of this MOU, who are under a similar duty to protect confidential information or any third party having a legal right to obtain disclosure thereof.
- b) The restrictions contained in above clause shall apply to both the parties during the term of and for (one) year after the termination of this MOU but shall cease to apply to information or knowledge which:
- Has in its entirety become public knowledge otherwise than through any unauthorised disclosure or other breach of such restriction;
  - The other party has consented in writing to the same being disclosed;
  - Is or has been independently developed by the other party without reference to or use of the confidential information.

## 8. Dispute Resolution

Any disputes and differences whatsoever arising under or in connection with this Agreement which could not be settled by parties through negotiations, after the period of thirty (30) working days from the service of the notice, shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The parties will make reference for a sole arbitrator to be appointed by the parties in consultation with each other. The place of arbitration shall be at New Delhi.

IN WITNESS WHEREOF, this MOU has been executed as of the day and year first above-mentioned.

**For and on behalf of THSC**

Name: Dr. Sunita Badhwar

Designation: Head Standards

Date: 24.10.19

Office Seal/Stamp:

Witness Signature

Name and Address

Sandeep Chhabra  
THSC. N. DELHI



Dr. Dinesh C. Sharma  
Nodal Officer, B.Voc Course  
KMGGPG College

**For and on behalf of KMGGPGC**

Name: Prof. (Dr.) Divya Nath

Designation: Principal

Date: 24.10.19

Office Seal/Stamp:

Witness Signature

Name and Address

Km. Mayawati Govt. Girls (P.G.) College  
Badalpur (Gautam Buddha Nagar) U.P.

Principal  
24.10.19