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Memorandum of Understanding (MOU)

between

Centurion University of Technology & Management (An Awarding Body Affiliated with NCVET)

&

Skills Mantra Edtech Consulting India Pvt Ltd (An Assessment Agency)

This Memorandum of Understanding is executed on the 20th day of June 2023 at Bhubaneswar, between

Centurion University of Technology & Management, a state university, created through the act of state legislature having its registered office at Ramachandrapur, Jatni, Khurda, Odisha, PIN- 752050 is an **Awarding Body** recognized by National Council for Vocational Education and Training (NCVET) and authorized to issue certificates for trainings conducted in NSQF aligned job roles both for fresh trainings, RPL trainings and Training of Trainers (hereinafter referred to as the "**CUTM / First Party**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) acting through Sri. Parthasarathi Mohanty, Head – Centre for Skill Certification, CUTM, authorised by Governing Body of CUTM;

And

Skills Mantra Edtech Consulting India Pvt Ltd, an Assessment Agency approved and recognised by NCVET and having its registered office at **REGUS, DNR 90, Unit No 301, 3rd Floor, 569/3 Yeshwant Niwas Road, Indore 452003** (herein referred to as "**Skills Mantra / 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 Mr. Ketan Bindra, Designation, Director.



Whereas, CUTM and **Skills Mantra** are hereinafter individually referred to as "Party" and collectively known as "Parties".

And Whereas CUTM has an objective 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 with a vision to be the leading awarding body.

And Whereas CUTM is interested to affiliate the **Skills Mantra** to assess the trainees for skill development as per the QP/NOS approved by NCVET and on completion of the skill training get trainees assessed by the independent assessors nominated directly by its partner Assessment Agencies.

And Whereas **Skills Mantra**, the Second Party, is an organization engaged in promotion of qualitative skill assessment, monitoring the daily assessment coordination.

Now therefore **Skills Mantra** as an Assessment Agency which tests or conducts examinations to assess whether a learner has met the requirements necessary to be competent and qualified with respect to a skill or qualification.

Functions:

- a) Conduct quality assured standardized assessment and record results
- b) Develop Assessment Strategy and Standard Operating Procedures (SOPs)/ checklists for content development (including question bank), assessment and delivery processes, performance reporting and analytics, roles and responsibilities of the assessors, proctors and SME, etc
- c) Ensure availability of accessible standardized assessment tools across languages and learner groups
- d) Ensure availability of certified Assessors/Examiners, Proctors and SME
- e) Allocate certified Assessor to the assessment batch
- f) Undertake performance rating of assessors and proctors
- g) Set up systems for grievance redressal.
- h) Cooperate with the Council in any inspection or audit of its activities

Now Therefore, this Memorandum of Understanding is made under the following terms and conditions mutually agreed by CUTM and **Skills Mantra**.

(i) **Skills Mantra** will be granted affiliation by CUTM as per the provisions existing in the Awarding Body Guidelines issued by NCVET. A separate affiliation certificate will be issued to **Skills Mantra** which will mention the affiliation period, type of affiliation, sectors and the job roles permitted for assessment and assessment fees as per the NCVET norms.

(ii) **Skills Mantra**, in addition to the terms mentioned in this MoU, will follow and deliver the Assessment Agency guidelines issued by NCVET in letter and spirit.

(iii) Where **Skills Mantra** will be assigned the batches by AB as per the sectors and their geographical presence.



(iv) The data and reports handled by Assessment Agency and Assessors working under the guidance of Assessment Agency would have to be submitted to AB post assessment in timely manner. It must not be shared or distributed, either in draft or final form, to anyone outside as per the provisions of the Non-Disclosure Agreement in Section-1.

(v) **Skills Mantra** will hire at least one industry people as subject matter expert for each sector for developing of course contents, Question banks and for industry validation. Assessment Agency will assist AB in development of Qualifications as per the National Occupational Standards (NOS), with reference to their research and development, experience in ongoing assessment activities. Question bank will be vetted by AB.

(vi) Both AB and AA will encourage industry participation in a broader way in assessment activities.

(vii) **Skills Mantra** must have to acquire technology to address many issues in assessment process, assessment in remote areas, for online assessment. AA must have a fully enable robust online assessment platform where photo and video documentation facility, rechecking of assessment appeared, candidate details, Assessor in a broader way facilities should be available.

(viii) **Skills Mantra** should have hire adequate no of Qualified and certified Assessors and proctors in delivery of assessment process.

(ix) **Skills Mantra** will do research and development to improve the quality of assessment, present market scope and demand.

(x) **Skills Mantra** undertakes that the Assessors are qualified to handle the assessment process as per the QP and NOS created, adopted or borrowed by CUTM and approved by NCVET and for the skill development purposes.

(xi) **Skills Mantra** to submit a report for each assessment regarding equipment and lab infrastructure Testing Centre (TC) as per the requirements of the job role and guidelines set by CUTM.

(xii) **Skills Mantra** must have a written procedures for the investigation of suspected or alleged malpractice or maladministration, ensure that such investigations are carried out rigorously, effectively and by persons of appropriate competence who have no personal interest in their outcome.

(xiii) **Skills Mantra** will have to follow the assessment guide as prescribed by AB.

(xiv) **Skills Mantra** will be held liable for any wrong or misleading information to CUTM.

(xv) **Skills Mantra** will prepare question bank in consultation with industry and it should be vetted by AB.

(xvi) **Skills Mantra** will be informed about the assessment 15 days before the completion of training. AA to allocate assessor and proctors for the assessment.



(xvii) **Skills Mantra** will collect feedback of the assessment from the trainees after completion of assessment.

(xviii) Payment time period: **Skills Mantra** should submit the monthly invoice to Awarding Body, Assessment Agency would get paid within 30 to 45 days of the invoice submission.

(xix) There would not be any minimum batch size, assessment and payment would be done as per actual batch size.

(xx) **Skills Mantra** should inform in writing CUTM 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 SKILLS MANTRA will be possessing. SKILLS MANTRA is obliged to only complete the assessment that have already commenced prior to such termination date of notice aforesaid.

(xxi) In no event CUTM 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 **Skills Mantra** has been advised of the possibility thereof.

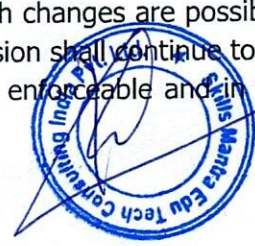
(xxii) After such discontinuation of service, **Skills Mantra** shall cease to have the privilege of possession and/or use of such documents and material provided by CUTM.

(xxiii) 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 Bhubaneswar and the language of arbitration shall be in English. The governing law of this Agreement shall be laws of India and the courts of Bhubaneswar shall have the exclusive jurisdiction to deal with this Agreement. CUTM and **Skills Mantra** shall nominate a single point of contact for respective parties for better coordination.

(xxiv) This MoU, along with annexure and amendments thereof supersedes all previous arrangements, understanding, (written or oral) and arrangement between the **Skills Mantra** and CUTM in respect of the subject matter contained and represents the entire understanding between CUTM and **Skills Mantra** in respect thereof. Any amendments to this Agreement shall be on mutual consent in writing of authorised representatives of the Parties.

(xxv) 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.

Handwritten signature



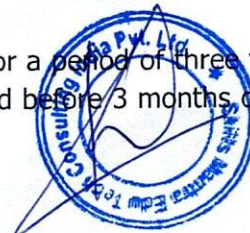
(xxvi) Any variation or waiver of any of the terms of this MoU shall not be binding unless set out in writing, expressed to amend this MoU and signed by or on behalf of each of the parties.

(xxvii) 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.

(xxviii) **Preventive Guidelines for COVID-19 during Training and Assessment when required.**

- a) Thermal scanning will be compulsory before entering the Training Centre for training and assessment and any candidate having fever will not be allowed.
- b) Training Centre (TC)/Site Staff including Trainer, Assessor, Centre In-charge, the candidate with any symptoms of COVID-19 (like cold, fever, congestion and headache, etc.) should not be allowed for the training or assessment.
- c) Wearing of face cover/mask is compulsory and no candidate should be allowed to appear if the same is not being adhered.
- d) Social Distancing must be maintained among, assessor, TC staff during training and assessment of candidates (at least a distance of six feet from one individual to another).
- e) Arrangement for washing of hands with soap / sanitisation will be made available by **Skills Mantra** and frequently handwashing / hand sanitisation by participants will be ensured during the training and assessment.
- f) Candidates to wash their hands with soap/hand wash/ sanitise using a sanitiser before entering the training/assessment area.
- g) Training and assessment area, tools & equipment to be sanitized before the start of assessments.
- h) There should not be any physical contact with tools/materials being used and candidates are required to wear gloves all the time.
- i) Spitting shall be strictly prohibited in the training/assessment area.
- j) Trainees to be given a brief training on good hygiene practices and preventive measures from COVID-19 as well at the beginning of the training.
- k) There should be a total ban on non-essential visitors at training/assessment location.
- l) There should be a strict ban on Gutka, tobacco, etc. Candidates should be strictly oriented to adhere to this.
- m) All candidates and staff to be advised to download the Arogya Setu App in their mobile to prevent them from the scope of COVID-19.
- n) All to ensure strict compliance with the preventive guidelines for COVID 19, issued by NSDC on the period and also adhere to the guidelines issued by government authorities from time to time.
- o) Availability of Sanitizers to be ensured by the Training Centre/Provider.
- p) TCs would ensure that candidates residing in Green zones are only permitted to undertake the assessment.
- q) Any individual showing a symptom of COVID-19 should not be allowed in the Training Centre.
- r) Assessment bodies may please check and strictly adhered to State Govt /District administration guidelines for the activities allowed in Green zones.

(xxix) The affiliation offered to **Skills Mantra** shall be valid for a period of three years from the date of signing of the MoU. The affiliation can be renewed before 3 months of expiry of its validity by applying a fresh.



(xxx) This MoU shall remain valid unless revoked by either party or till the last date of duration of affiliation as extended from time to time, as the case may be.

(xxxi) Assessment Agency will fill up the **Annexure for MoU with AB** attached with this MoU to propose the jobroles.

Section -1 : Non Disclosure agreement

This Mutual Non-Disclosure Agreement (this" Agreement") is effective on **Date of Signing** by and between:

Centurion University of Technology & Management, Ramachandrapur, Jatni, Khurda - 752050, an institution incorporated under the CUTM Act 04/2010

And

Skills Mantra at REGUS, DNR 90, Unit No 301,3rd Floor, 569/3 Yeshwant Niwas Road, Indore 452003

1. **Purpose:** - The purpose of this Agreement is to enable the parties to discuss and evaluate business opportunities between them ("purpose"). Consistent with the Purpose, it may be beneficial to disclose Confidential Information (defined alongside)
2. **Confidential Information:-** "Confidential Information" means proprietary information relating to the disclosing party's business which is disclosed to the receiving party and identified as confidential Information does not include information which the receiving party can document:
 - a. is publicly available without restriction through no fault of the receiving party and without substantial effort
 - b. the receiving party rightfully possessed without restriction prior to disclosure by the disclosing party
 - c. the receiving party lawfully received without restriction from a third party
 - d. the receiving party can prove through its written records independently developed by it without any breach of this agreement. Nothing in this agreement shall be construed to require either party to disclose any confidential information or to negotiate or enter into any business transaction with or enter into any business transaction with the party.
3. **Non-Disclosure:-** The parties agree to use the confidential information disclosed to it solely for the purpose. The receiving party will not disclose any confidential



information of the disclosing party to third parties and will limit any disclosure to those employees of the receiving party who are required to have the information to carry out the purpose. Each party agrees that it will use the degree of care that it uses with its own confidential information and in no event less than reasonable care to protect the confidentiality or use of confidential information of the other party.

4. **No License:** - No license under any patents, copyrights, mask rights or other proprietary rights is granted by disclosure of confidential information or other information under this agreement.
5. **Ownership:** - The disclosing party is and shall remain the sole owner of the confidential information of the disclosing party. Any confidential information which has been furnished by one party to the other party will be promptly returned (if in tangible form) to the disclosing party, accompanied by all copies of such, after the business possibility has been rejected or concluded or upon the request of the disclosing party.
6. **Term:** - The non-disclosure commitments under this agreement shall continue for a period of five (5) years following the effective date (date of signing).
7. **Governing Law and jurisdiction.** This agreement shall be governed by the laws of India, without regard to conflict of law principles. The courts of Odisha shall have the necessary jurisdiction and venue over any dispute arising under this agreement, and each party hereby consents to the jurisdiction and venue of such courts.
8. **No Precedent:** - The parties agree that what has been agreed between them in clause 6 is solely for the purposes of this Mutual Non - Disclosure Agreement and shall have no bearing on the definitive agreement/s, if so entered into between the parties.
9. **Equitable Relief.** Each party acknowledges that its breach of this agreement may result in immediate and irreparable harm to the disclosing party, for which there will be no adequate remedy at law, and the disclosing party shall be entitled to equitable relief without the posting of a bond to compel the receiving party to cease and desist all unauthorized use and/or disclosure of the disclosing party's confidential information. Furthermore, the receiving party shall indemnify the disclosing party and against any loss or harm, including without limitation attorneys' fees, in connection with any breach or enforcement of the receiving party's obligations hereunder or the unauthorized use or release of the Confidential Information by the receiving party.
10. **Miscellaneous.** This Agreement embodies the entire understanding between the parties regarding the subject matter of this agreement. This agreement shall not



be modified except in writing. The failure of any party to require performance of the other party of any provision of this agreement shall in no way affect the full right to require such performance at any time thereafter. Should any provisions of this agreement be found un-forcible, such provisions shall be modified or eliminated to the minimum extent necessary and the reminder shall still be in effect?

11. Authority. The signatories here warrant that they are duly authorized to sing this agreement, and that his agreement shall be binding upon the parties and their successors and assigns.

Both the parties have set their hand in presence of the witness on the 20th day of the month of June, Year 2023 as mentioned above.

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

For Centurion University

Authorized Signatory _____
Name: **Partha Sarathi Mohanty**
Designation: Head - Centre for Skill Certification



Witness No-1

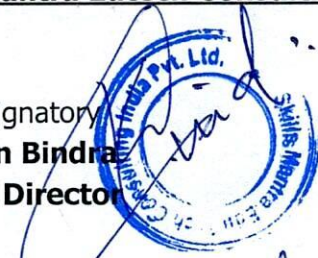
Signature _____
Name: **Dr Nitish Dhar Badgoyan**
Place:

Witness No-2

Signature _____
Name: **Rajib Lochan Patraik**
Place: **20/06/2023**

For Skills Mantra Edtech Consulting India Pvt Ltd

Authorized Signatory _____
Name: **Ketan Bindra**
Designation: **Director**



Witness No-1

Signature _____
Name: **Abhishek Jain**
Place: **Indore**

Witness No-2

Signature _____
Name: **Aarti Dhundale**
Place: **Indore**

**Annexure for MoU between CUTM with Skills Mantra Edtech Consulting India Pvt
Ltd**

**LIST OF JOB ROLES PROPOSED BY SKILLS MANTRA (AA) FOR AFFILIATION
PURPOSES**

<u>S No</u>	<u>Sector</u>	<u>Job Role</u>
1	Apparel	All Job roles
2	Beauty & Wellness	All Job roles
3	BFSI	All Job roles
4	Construction	All Job roles
5	Domestic Worker	All Job roles
6	Electronics	All Job roles
7	Food	All Job roles
8	Gems/ Jewel	All Job roles
9	Healthcare	All Job roles
10	IT-ITes	All Job roles
11	Mining	All Job roles
12	Org. Retail	All Job roles
13	Plumbing	All Job roles
14	Power	All Job roles
15	PwD	All Job roles
16	Rubber	All Job roles
17	Sports	All Job roles
18	Telecom	All Job roles
19	Textile	All Job roles
20	Tourism & Hospitality	All Job roles
21	Transportation, Logistics and Warehousing	All Job roles

