

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered into at Mumbai on the ____ day ofMonth.....year, by and between:

Retailers Association's Skill Council of India (RASCI) having its head office at 703-704 Sagar Tech Plaza - A, Andheri - Kurla Road, Sakinaka Junction, Sakinaka, Andheri (E), Mumbai-400 072, India (hereinafter referred as "RASCI"), represented by its Chief Operating Officer(COO) which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the FIRST PART

AND

_____ a company incorporated under the Companies Act, 1956 having its head office at _____ (hereinafter referred as "____"), represented by its _____ which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its nominees, successors and permitted substitutes or assigns) of the OTHER PART.

Each of the parties hereto referred to individually as 'Party' and collectively as 'Parties'.

WHEREAS;

RASCI, the skill standard setting body of the Retail and Allied Industries; works with its industry members and select academic and skill development institutions to help improve the quality and quantity of the employable workforce available to this industry.

RASCI desires to design, develop and implement tests and assessment packages and deploy the same for the RASCI Qualification Packs (QP), for trainees of RASCI Program via affiliated 'Test Partners'. The NOS (National Occupational Standards) that are an integral part of QPs aim to evaluate basic / generic competence of persons for various industry related specific job roles/QPs. The test designs and assessment packages including the end to end deployment shall be administered by the affiliated 'Test Partner' for the program.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. TERM OF THE AGREEMENT

This would be an annual agreement beginning from _____ and ending on _____.

2. Roles and Responsibilities of RASCI

- 1) RASCI is the nodal entity for creation/review/refreshment of question banks for Retail and Allied Industry Job Roles to be shared with Assessment Agencies for implementation.
- 2) RASCI will appoint _____ as one of the agencies for conducting assessment of trainees as per the terms and conditions of the respective program.
- 3) RASCI will plan, schedule and execute Assessor's certification process to ensure qualitative assessments in outcome based learning environment. (Refer **Guidelines for Assessor Certification Process and ID Creation in SDMS**)
- 4) RASCI will assign assessment batches to compliant Assessment Agency as per guidelines (Refer **Guidelines for Evaluation of Assessment Agency**)
- 5) RASCI will validate, approve and enable result declaration process post completion of assessment as per respective scheme guidelines.
- 6) RASCI reserves the right to conduct a random sampling of assessments conducted and results declared as part of process improvement.

3. Roles and Responsibilities of 'Assessment Agency'.

- 1) Assessment Agency should be Able to execute timely assessment across the length and breadth of the country
- 2) Assessment Agency should have a pool of RASCI Certified Assessors to conduct assessments, therefore all assessors of Assessment Agency conducting Assessments need to be assessed/or and certified by RASCI
- 3) The Assessment Agency should use the question bank provided by RASCI or should they feel the need for content enrichment, they could contribute questions QP wise subject to RASCI approval and Subsequent Incorporation
- 4) Assessment Agency should digitize and maintain all records of assessments conducted for a period of 10 years
- 5) Assessment Agency should have the capability to conduct assessment online or offline mode aligned with identified difficulty levels in the test matrix
- 6) Assessment Agency to train all personnel required (proctors / invigilators / assessors and system administrators etc.) for the smooth, secure and on schedule assessments. The invigilators / assessors should facilitate to overcome language barriers, if any.
- 7) Assessment Agency should Video record the assessment and assess only those learners as given in the schedule
- 8) Assessment Agency should co-ordinate with RASCI affiliated Training Partners to get information about batch start/end date and confirmed date of assessment against the preferred date
- 9) Assessment Agency should inform Training Partner about the infrastructure required to conduct assessments in advance.
- 10) Assessment Agency should maintain batch wise in-depth qualitative analysis on scoring against QP- NOS and make it available for reviews / audits as and when required
- 11) Assessment Agency to ensure timely upload of assessment results on SDMS i.e. within 7 working days of completion of assessment or as per respective scheme
- 12) Assessment Agency to ensure that all assessments conform to assessment guidelines ([Annexure 1](#)) without any conflict of interest ([Annexure 2](#))
- 13) Assessment Agency should conduct physical audit of Assessment Centre and upload centre audit report on SDMS along with assessment result (Ref Centre Audit Guideline on RASCI Website)
- 14) Assessment Agency to comply with RASCI and PMKVY Guidelines.
- 15) Only Communication to and from the Assessment Agency Declared SPOC E- mail id would be considered Valid hence entertained.

4. CONSIDERATION

- RASCI shall pay 'Assessment Agency' the following consideration for the services rendered by 'Assessment Agency' as mentioned under clause 3 of the agreement:
 - 50 % of the assessment fees for each assessed candidate.
- 'Assessment Agency' shall raise an invoice on RASCI for the said considerations as mentioned above.
- TDS will be deducted by RASCI as applicable from the payments to 'Assessment Agency'.

5. PARTIES SHALL

- Not do anything which in the reasonable opinion of the other party is or will be harmful to the reputation of the other party.
- Keep each other informed of any matters relevant to the said assessments.
- Respect the privacy of individuals personally identifying data which has been supplied to them by, and / or is in relation to, the other party or its affiliates ('Personal Data') and agrees to use such Personal Data (i) only to the extent necessary for the purpose of fulfilling their obligations or receiving their rights in accordance with this agreement; (ii) in compliance with all applicable laws and (iii) only in accordance with the other party's reasonable instructions from time to time. For the avoidance of doubt, the obligations under this section shall survive notwithstanding termination of the agreement.

6. WARRANTIES

- Each party warrants to the other that it has the power and authority to enter into this Agreement.

7. TERMINATION

- Either party may terminate this agreement by mutual agreement by giving 30 days' notice or by notice in writing served on other, if the other is in material breach of any of the terms of this agreement and, where the breach is capable of remedy, the other party fails to remedy such breach within 14 days service of a written notice from the party not in breach, specifying the breach and requiring it to be remedied or becomes unable to pay its debts, insolvent or a similar event occurs.
- Save or otherwise set out in this agreement, the termination of this agreement howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination.
- In the event of de-affiliation/ termination of business association, the name of such an Assessment Agency would be maintained in the RASCI website for a time period of 3 months from the date of de-affiliation. In such an event the digitized version of all the records (read: Assessment papers/ question papers/ candidate details batch wise/month wise would be required to be submitted to RASCI) apart from maintaining the same as per norms.

8. INDEMNITY

- Each party shall indemnify and hold each other harmless from and against any and all claims, suits, actions, damages or liabilities on account of or based upon injury to any person, suffered by employees of other party, or loss of damage to property that arises in connection with each party's participation in this agreement but only to the extent such claims, suits, actions, damages, or liabilities result from breach of this Agreement or the negligent or wilful acts or omissions of the indemnifying party, its subsidiaries, or their respective employees. Such indemnity shall also include legal fees including reasonable Attorney's fees and third party claims including IPR.
- Either party shall also indemnify and hold the other harmless from any and all actions, cause of action, claims, demands, costs, liabilities, expenses and damages arising out of or in connection with any claim that any materials, equipment, devices, processes or dramatic rights used by the other for the said assessment, if the same infringes any copyright, patent, trade secret or other proprietary right held by any third party.

9. LIABILITIES

- Notwithstanding anything else in this Agreement or otherwise, neither party will be liable to the other with respect to the subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for any damages for loss of business, loss of profits, or any special, indirect, incidental or consequential, losses even if that party has been advised of the possibility of such damages. This section does not limit a party's liability for bodily injury of a person or physical damage to property.
- Neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, earthquake, labour disputes, and shortage of supplies, actions of Government entities, riots, war, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused party shall be extended on the day to day basis for the time period equal to the period of the excusable delay. However if no remedy is possible after a period of 30 days, the agreement can be terminated by the affected party after due notice of the same party to the other party.

10. CONFIDENTIALITY

- a. Each party hereto agrees with the other:
 - Not to use the confidential information save for complying with its obligations under this Agreement;
 - 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 Agreement, 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 above clause shall apply to both the parties during the term of and for 3 (three) years after the termination of this Agreement 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.

11. GENERAL

- This Agreement and all disputes and suits related thereto shall be governed, constructed, and interpreted in accordance to the laws of India, without regard to conflicts of law's provisions thereof. The parties agree to submit to the exclusive jurisdiction of the Courts of Mumbai only.



- Any changes in the policies of Government of India will mandate addendum to be made to the Memorandum of Understanding
- Signing of this Memorandum of Understanding in No Manner is to be construed as a Business Guarantee

12. ARBITRATION

- Any dispute or difference arising out of or in connection with this contract shall be determined by the appointment of a single arbitrator to be mutually agreed between the parties, or failing such agreement within fourteen days, either party shall nominate its own Arbitrator, who together shall nominate an Arbitrator who shall act as the Presiding Officer of such Arbitration Tribunal. The Arbitration shall be in English and will be held in Mumbai only and shall be subject to the rules and regulations of the Indian Arbitration & Conciliation Act, 1996. If other issues should arise outside of this Agreement, both parties agree to resolve these issues based on mediation by a senior officer of either party.

Signed & Agreed on Behalf of:

Signed & Agreed on Behalf of:

Retailers Association's Skill Council of India (RASCI)

(Assessment Agency)

Name: JAMES RAPHAEL

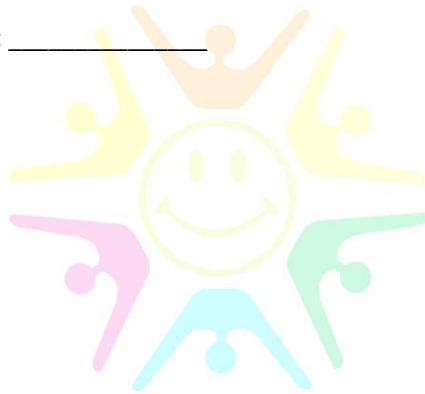
Name: _____

Designation: CHIEF OPERATING OFFICER

Designation: _____

Date: _____

Date: _____



RASCI
Retailers Association's
Skill Council of India

Annexure 1

Process Details: Assessment Process

Step Number	Activity Brief	Responsibility	Timeline working Days (Optional)	Remarks (If Any)
1.	The RASCI will inform the relevant assessment agencies on the tentative training completion schedule for various training partners at least one week in advance.	RASCI		
2.	Assessment Agency will respond to RASCI of their acceptance or non-acceptance	Assessment Agency	1	
3.	On acceptance for conducting the assessments, RASCI will assign batches to be assessed on the SDMS to the Assessment Agency and the Assessment Agency will then carry out the assessment	Assessment Agency	1	Deputed assessor details to be provided.
4.	The Assessment Agency will pre-check the infrastructure requirements at the training partner location on the designated date and time to invigilate the test process.	Assessment Agency	Specified date and time	The expendables associated for the assessment will be borne by the training partner. All other costs of assessments like boarding lodging, travel, etc. will be borne by the Assessment Agency
5.	Post conduction of the assessment the result will be automatically generated by the test engine in the desired SDMS format and the Assessment Agency will forward the results to the SSC via mail and trigger the same on SDMS as well.	Assessment Agency	7 (from assessment date)	
6	Addressing the concerns on the Scores in SDMS raised by the Training Partner. RASCI in its role will be only a facilitator.	Assessment Agency	3	

**Annexure 2
Declaration Form**

1. Name of Directors of the Firm

Name of the Promoter/Director/ Management Team Members	Designation	Based out of	Contact no	Email id

2. Details of the Operation Head and SPOC (single point of contact)

Name of the Operations Head and SPOC	Designation	Based out of	Contact no	Email id

3. Are You Associated with any Other Sector Skill Council (SSC) as an Assessment Agency? Yes/ No

4. If yes, Name them

- A.
- B.
- C.

1. Are you or any of your group companies associated with us as a training partner too? Yes/ No

2. If yes,

Name of Training Partner	Address	No of Location/s based out	Relationship with the Affiliated Training Partner

Declaration: I hereby declare that the above written particulars are true to the best of my knowledge and belief.

Name: _____

Place: _____

Signature: _____

Date: _____