

MEMORANDUM OF UNDERSTANDING

BETWEEN

SGT UNIVERSITY

AND

nasscom / IT-ITeS SECTOR SKILLS COUNCIL

FOR

**UNDERTAKING SKILL DEVELOPMENT TRAINING
IN EMERGING TECHNOLOGIES**

This Memorandum of Understanding ("MoU") is made on 1st day of August of the year 2024,

BETWEEN

SGT UNIVERSITY located at Budhera, Gurugram-Badli Road, Gurugram, Haryana-122505, India, represented by Dr Joginder Yadav, Registrar (hereinafter referred to as "**SGTU**") which expression shall, unless repugnant to the context or meaning thereof, include its successors, executors and administrators in office, legal representatives and permitted assigns on the **FIRST PART**.

AND

National Association of Software and Service Companies having its head office at the nasscom Plots 7-10, Sector 126, Noida, UP -201303, India (hereinafter called "**nasscom/SSC nasscom**"), represented by Head-Strategy & Operations, IT-ITeS Sector Skills Council, which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the **SECOND PART**.

Whereas IT-ITeS Sector Skills Council (nasscom/ SSC nasscom) an integral part of nasscom is the skill standard setting body of the IT-ITeS Industry and is also the education & skill development initiative of nasscom; SSC nasscom 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.

Whereas SGT University is a private University in Gurugram, Haryana. The University came into existence through the Haryana Private Universities (Amendment) Act No. 8 of 2013, making educational opportunities available to all segments of society under the parasol of Dashmesh Educational Charitable Trust, founded in 1999. The University provides education in various disciplines. The University offers students a unique blend of theoretical & practical training & cutting-edge technology, making them technically well-rounded professionals.

SGTU and **nasscom/SSC nasscom** will hence forth be referred to collectively as the Parties.

THE MoU WITNESSED AND THE PARTIES HERETO AGREE AS FOLLOWS:

I. PREAMBLE / BACKGROUND / OBJECTIVE

Government of India under the aegis of Ministry of Electronics and IT has joined hands with nasscom as a team India effort to make India a global hub for skilled talent on emerging technologies. **FutureSkills Prime** is an aggregator model platform built with an aim to reskill & upskill students and faculty in emerging technologies with an objective to create India's Digital Talent Stack that will propel India into a leadership position in the digital world.

FutureSkills Prime platform is designed as a resource for all learners to not only develop digital fluency in new-age technologies but also build advanced skills by getting certified on industry defined & IT-ITeS Sector Skills Council (SSC nasscom) validated skills on both emerging technologies and professional skills.

II. PURPOSE

1. The objective of this MoU is to undertake relevant skills upgradation via training program/s in the emerging technologies for the candidates/ students & faculty/ staff of SGTU.
 - a. To encourage any-time, any-where, continuous self-paced learning for acquiring newer and industry relevant skill sets, build digital fluency on emerging technologies & professional skills through the availability of byte sized micro learning content.
 - b. To provide a diagnostic facility that offers candidates an analysis of their aptitude and capabilities so that they can be guided on learning pathway options.
 - c. To provide a novel framework and an inclusive 'one stop up-skilling/ re-skilling solution' in new and emerging IT technologies that envisages a paradigm shift in the existing value chain through synergistic efforts of all stakeholders.
 - d. To motivate and create value at every step through innovative mechanisms such as 'skills passport', 'skills wallet', 'badges' etc. based on the aspirant's effort in their skilling journey.
 - e. The Company/University/College etc will also work internally to build their internal talent pool by encouraging students and faculty members to complete more badging and certifications.All the above will also work towards making India as a digital talent hub.
2. This engagement aims to implement short-term awareness and skill competency development programs including Foundation and Deep Skilling courses (both free and paid) in the emerging technologies area.
3. This intervention aims to equip the students and faculty members with specific skills that are important in today's context. The learning intervention will keep them updated with the key trends / challenges faced in today's digital ecosystem.

III. GENERAL PROVISIONS

1. This memorandum will set-up general conditions for co-operation in up-skilling / skill-based training and that the Parties intend to use it as a framework to continue their co-operation.

2. The Parties intend to coordinate and focus their efforts on co-operation within the area of the identified upskilling /skill development intervention(s) across SGTU.
3. The terms of co-operation / directions will be defined collectively during negotiations. The Parties through mutual effort will try to establish long term and beneficial co-operation.

IV. IMPLEMENTATION OF THE MOU

To ensure the implementation of this MoU, through the identified SPOC/s from the SGTU.

1. The progress of the identified outcomes of cooperation for all the joint upskilling and awareness-oriented Skilling & Upskilling initiatives in the emerging technologies including areas like professional skills. Preparation and implementation of upskilling plans by the Parties concerned w.r.t the students and faculty of SGTU.
2. Coordination and implementation with SGTU, IT-ITeS Sector Skill Council and all the other key stakeholders for upskilling the targeted beneficiaries in skill-based training program w.r.t emerging technologies and related professional skills.
3. Discussion on other issues pertaining to the implementation of this MoU.
4. Monitoring and evaluation of all on-going initiatives.
5. Branding and awareness of skilling initiatives on emerging technologies.

V. ROLE AND RESPONSIBILITIES OF SGTU

1. **Mobilization of beneficiaries** – To take up the responsibility of mobilization of students and faculty for enrolment in the skilling and upskilling program. SGTU shall coordinate with all associates (as applicable) to create a pool of trainees/beneficiaries/candidates for this program.
2. **Onboard** - a minimum of 500 **candidates on to the FutureSkills Prime platform**. SGTU will share the data in the predefined agreed format indicated in Annexure-1 and will also instruct students and faculty to sign-up on FutureSkills Prime.
3. Share SPOC details for coordination and facilitation.
4. Publish required Circulars/ Notifications advising about the Mission and vision agreed upon.
5. Extend all required support to co-ordinate with various offices/facilities if applicable.
6. Review the analytics reports and drive the common objective of building India's future ready workforce.
7. Responsibility to seek approval from relevant candidates to share their details on platform.

VI. ROLE AND RESPONSIBILITIES OF nasscom/SSC nasscom

1. Facilitate the students and faculty to register on nasscom's FutureSkills Prime online platform.
2. Provide access to usage analytics. However, this is subject to the consent received from the candidate(s) to share their details.
3. Offer via FutureSkills Prime platform the learning content that match industry standards and are periodically updated.
4. Enable diagnostics, badging and assessments to learners.

VIII. MONITORING

1. Monitoring the implementation of the deliverables of this MoU will be the responsibility of SGTU.

2. Parties will periodically collaborate to monitor the implementation of the MoU as per the agreed to timelines.

IX. CO-BRANDING GUIDELINES

1. Cobranding guidelines are an arrangement between nasscom/SSC nasscom and SGTU. These guidelines shall apply to all uses of FutureSkills Prime and nasscom/ SSC nasscom marks as defined herein and are currently effective as SGTU has agreed to these and up to the terms thereof.
2. By using any FutureSkills Prime, nasscom/ SSC nasscom Trademarks, SGTU acknowledges that nasscom/ SSC nasscom is the sole owner of the Trademarks and agreeing not to interfere with nasscom/ SSC nasscom' s rights in the Trademarks, including challenging nasscom/ SSC nasscom' s use, registration of, or application to register such Trademarks.
 - a. SGTU agrees that it will not harm, misuse, or bring into disrepute any nasscom/ SSC nasscom Trademarks and that the goodwill, if any, derived from your use of any nasscom/ SSC nasscom Trademarks exclusively inures to the benefit of and belongs to nasscom/ SSC nasscom.
 - b. SGTU may not use any nasscom/ SSC nasscom Trademarks in metatags, search fields, hidden text, or any other form that has the purpose or effect of diverting or confusing consumers without nasscom/ SSC nasscom' s prior written permission.
 - c. Other product names or trademarks, including those appearing on nasscom/ SSC nasscom' s websites, that are not owned by nasscom/ SSC nasscom are for identification purposes only and may be the registered or unregistered trademarks of their respective owners.
 - d. No license or right is granted to SGTU by nasscom/ SSC nasscom by implication, estoppel or otherwise to any such third-party names or trademarks or to the nasscom/ SSC nasscom Trademarks hereby.
3. **Branding:** SGTU can co-brand with the nasscom/ SSC nasscom Trademarks internally/externally after the due approval in written on Logo (positioning, placement, design etc) and messaging from nasscom/SSC nasscom.
4. nasscom would seek permission from SGTU before using the SGTU logo for any PR activity.

X. MISCELLANEOUS PROVISIONS

1. This MoU as outlined in this document is not intended to be a legally binding document. Rather, it is meant to describe the nature and cooperative intentions of SGTU and nasscom/SSC nasscom to suggest guidelines for cooperation. Nothing, therefore, shall diminish the full autonomy of any Party, nor any constraints be imposed by either upon the other, and nothing in this agreement shall be deemed to create a joint venture, or agency relationship between the Parties.
2. Any other matter not included in the MoU which is necessary for the smooth functioning of the Scheme shall be finalized between SGTU and nasscom/SSC nasscom on mutually agreed terms and conditions.

3. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is allowed only, after seeking explicit prior permission in writing of the owner Party concerned.
4. Amendments to this MoU will be only basis mutual consensus and the written consent (duly signed) of all the Parties concerned. Additions, deletions and/or alterations to this MoU may be affected with the written agreement of all the Parties to this MoU concerning the said changes. Documents containing such additions, deletions and/or alterations and signed by both the Parties shall form addenda to this MoU and be deemed to be part of this MoU.
5. The MoU is not intended to create any legal relation of employer-employee or of principal and agent relationship amongst the Parties.
6. This MoU shall remain valid for a period of 3 years from the date of its signing and can be extended on mutual terms and conditions. Through this MoU, SGTU and nasscom/SSC nasscom affirm their commitment to fulfil and achieve the objectives mutually agreed upon in its Memorandum of Understanding.
7. Termination - this MoU can be terminated by either one of the Parties after serving 1(one) month notice to other Party in writing if there is failure/breach of understanding or default by any one of the Parties concerned or otherwise.
8. This is a non-commercial MoU between both the Parties; however, any individual student subscribing for individual courses/programs at cost as declared eligible for subsidy will be addressed only by the concerned individual/subscriber. SGTU will have no implication or responsibility on payments/subsidy thereof w.r.t registered candidates/beneficiaries i.e., Subscribers.
9. Confidentiality
 - a. Subject to Clause b below, Parties agree that they will keep all information in pursuant to this MoU confidential and shall not disclose to any third person any confidential information with respect to the MoU and program hereunder;
 - b. Exceptions: Any Party may disclose Confidential Information:
 - to the extent to which it is required to be disclosed pursuant to applicable law;
 - to the extent to which it is specifically permitted by other Party in writing;
 - to the extent that the confidential information is publicly available (other than as the result of a breach by such Party of its confidentiality obligation under Clause 9 above);
 - to its employees and professional advisors, but only to the extent necessary and subject to such employees and professional advisors accepting an equivalent confidentiality obligation to that set out in this Clause 'Confidentiality'.

10. Dispute Resolution And Jurisdiction

In the event of any dispute between the Parties arising under this MoU (including with regard to the existence, validity or enforceability of this MoU or any clauses hereof), SGT and nasscom/SSC nasscom shall use their best efforts to resolve such disputes amicably through mutual discussions.

This MoU shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Gurugram.

11. Liabilities

No Party shall be liable to another for indirect or consequential damages. Each Party shall be responsible for its officers, employees, agents, contractors intentional or negligent acts or omissions and howsoever caused, to the extent allowed by applicable law.

Through this MoU, SGTU and nasscom/SSC nasscom affirm their commitment to fulfil and achieve the objectives mutually agreed upon.

Signed this MoU on this 1st day of August of the year 2024.

For and on behalf of SGT UNIVERSITY Address: Budhera, Gurugram-Badli Road, Gurugram, Haryana-122505  Signature DR. Joginder Yadav Registrar SGT University STAMP Registrar SGT University Budhera, Gurugram	For and on behalf of nasscom Address: Plots 7-10, Sector 126, Noida, UP – 201303  Signature Dr Upmith Singh Chief Operating Officer IT-ITeS Sector Skills Council STAMP
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A1

Annexure-1

A. Format for University/College

 Ministry of Electronics and Information Technology Government of India								
Student Details for College/ University Fields in Red are Mandatory								
(A) Kindly refer tab <Important Notes> before filling								
SNo	Roll Number	First Name	Last Name	Email ID (preferred with college domain, if available)	Department/ Stream	College	University (where applicable)	User Type (Student / Teachers / Staff)
Sample Response below								
1	WE250987	Akanksha	Kumar	akaa2018@college.com	Computer Science	Acme	XYZ	Student

B. Format for a Company

S No	Employee Number	First Name	Last Name	Email ID (preferred with company domain, if available)	Department	Organisation	Parent Organisation (where applicable)	User Type (Permanent / Contract)
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**the fields marked in red are mandatory and non-negotiable*