



Handicrafts and Carpet Sector Skill Council

(Under Ministry of Skill Development & Entrepreneurship, Govt. of India)



Skill India
कौशल भारत - कुशल भारत

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

HANDICRAFTS AND CARPET SECTOR SKILL COUNCIL, NEW DELHI

AND

SUNRISE UNIVERSITY, ALWAR, RAJASTHAN

This Memorandum of Understanding (hereinafter referred to as 'MoU') entered on the 28th March 2023 at New Delhi.

By And Between

Handicrafts and Carpet Sector Skill Council (in short HCSSC), a Society registered under the Societies Registration Act, 1860 having its Registered Office at OCF, 3rd Floor, Plot No.2, Pocket-9, Sector-B, Vasant Kunj, New Delhi- 110070, 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 **Mr. Krishan Kumar, CEO** of the FIRST PART.

And

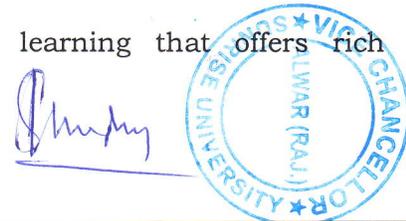
SunRise University (in short SRU) established by the SunRise Integrated Educational Trust in the state of Rajasthan [under Act No. 25 of the Rajasthan Private Universities Act 2011], having its registered office at Bagar Rajput, Alwar, Rajasthan 301028 which expression shall unless, repugnant in the context and meaning there of shall mean and include its successors in business, legal representatives permitted assigns and represented by its Authorised representative Mr. Krishna Nath Pandey, President/Vice Chancellor of the SECOND PARTY.

The **HCSSC** and **SRU** are hereinafter individually referred to as "**Party**" and collectively as "**Parties**".

WHEREAS

Handicrafts and Carpet Sector Skill Council (HCSSC), established in the year 2014 with a core objective to provide deployable resources to the Handicrafts and Carpet Sector by enabling competency-based training as per the standards set in consultation with the industry. HCSSC is a recognized awarding body of National Council for Vocational Education and Training (NCVET) and is promoted by Export Promotion Council for Handicrafts (EPCH), Carpet Export Promotion Council (CEPC) and National Skill Development Corporation (NSDC) under the aegis of Ministry of Skill Development and Entrepreneurship (MSDE) and Ministry of Textiles, In-line Ministry of HCSSC, Government of India.

SunRise University (SRU) which is a seat of global learning that offers rich



opportunities for innovative teaching-learning, creativity and research across disciplines. It aims to bring about transformation of society through value based education, man-making and nation-building by blending the dual identities of a technology and research-based university with a Liberal Arts institution. SRU is recognized by the University Grants Commission (UGC). Established by the SunRise Integrated Educational Trust in the state of Rajasthan [under Act No. 25 of the Rajasthan Private Universities Act 2011], SRU provides students not only 'education for living and livelihood' but also 'education for life' and empowers learners with a fundamental foundation in leadership and professional skills to face the challenges of the new liberalized global economy.

PURPOSE AND SCOPE:

The Purpose of this Memorandum of Understanding is as under:

The primary purpose of this Memorandum of Understanding ["MoU"] is to extend expertise to each other to contribute to the students & society at large with specific focus on the skill development & training for the Handicrafts and Carpet Sector where this entire MoU will be seen as Knowledge enhancement association.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT: -

1. That the HCSSC will provide support and guidance to SRU for its Skill training initiatives, like curriculum and content development for the Handicrafts and Carpet Skill courses in various sub-sectors of Handicrafts on the prominent crafts of Rajasthan to introduce the skill courses in vocational education of the Colleges.
2. That the HCSSC will provide technical guidance to SRU to set up Handicrafts and Carpet Training facilities to support the training programs.
3. The Training of the Trainers (ToT) for the teachers/trainers will be conducted by HCSSC for SRU. The Payment terms for ToT shall be agreed between the two parties as per MSDE/NSDC/NCVET Guidelines which is part of this MoU.
4. That the HCSSC and SRU, agrees to conduct joint activities like orientation sessions, various educational events like seminars and workshops on skilling in University/school education, for respective target groups like students, teachers, principals, etc.
5. The practical assessment and certification of students on Handicrafts and Carpet Skill courses for SRU to be conducted by HCSSC. Payment terms and conditions are a discretion of the Sector Skill Council and as per MSDE/NSDC/NCVET guidelines.
6. That the each party will designate a Liaison Officer to coordinate with each other for this partnership. Either party may change its designated Officer by written notification to the designated Liaison Officer of the other party. The Officers will inform each other of the delegation of duties within the respective institutions' staff for the implementation of programs, and routine communication.
7. RENEWAL, REVIEW, TERMINATION AND AMENDMENT OF THE MOU
 - A. This MoU will be effective from the date of its execution between the parties and initially valid for the period of two years.
 - B. On the completion of two years, if the parties will not terminate then this MoU shall be automatically extended for an additional period of two years at each expiration date unless either party provides written notice to



terminate the MoU.

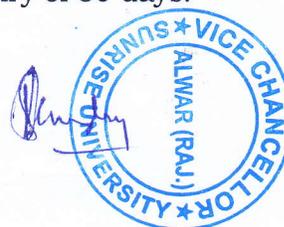
- C. Both parties will regularly review the program(s) on a six-monthly basis. The review is essential in order to make appropriate and mutually agreed modifications as may be required and to identify new opportunities for cooperation.
- D. Either of party can withdraw itself from this MoU by serving six-month written notice of termination. Programs planned or in progress when termination is initiated, will be satisfactorily completed and same will not be affected.
8. The Parties herein undertake to treat this MOU as CONFIDENTIAL AND PRIVILEGED information of either party. The terms of confidentiality and mode of disclosure shall be as per mutually acceptable terms.
9. Intellectual property rights (IPR) of existing work products used for activities under scope of this MoU shall remain under ownership of their respective owners. However, in the interest of activities to be carried out under the scope of this MoU, the party owning a work product may assign the other party rights for use / share a work product through a separately documented assignment or undertaking for the purpose.

IPR for any new work product developed by HCSSC as a part of activities under this association, shall remain vested with HCSSC. For any change in ownership of IPR, both the parties shall carry out necessary modalities prior to initiating such activity leading to creation of a work product.

10. Either of the parties shall be liable to indemnify each other if any loss or damages be arisen on account of this MoU.
11. Neither Party shall be liable in any manner for failure or delay to perform all or any part of their respective covenants and obligations set out under this MoU if such failure is caused directly due to occurrence of a Force Majeure Event, which materially affects such Party's performance of its duties or obligations or enjoyment of its rights under this MoU. Provided, however, the Party claiming a Force Majeure Event shall exercise reasonable diligence to seek to overcome the said Force Majeure Event and to mitigate the effects thereof on the performance of its obligations under this Agreement.

Where a Party is claiming suspension of its obligations on account of a Force Majeure Event, it shall promptly, but in no case later than seven (7) days after the occurrence of the same, notify to the other Party in writing giving full particulars of the Force Majeure Event, the estimated duration thereof, the obligations affected and the reasons for its suspension.

If this Force Majeure continues for 30 days then both the parties without any liability on each other shall terminate this MoU on expiry of 30 days.



12. Each Parties hereto is an independent and nothing contained in this MoU shall be construed as creating a partnership between the Parties and accordingly neither of the Parties shall have any right or authority to act on behalf of the other nor to bind the other by contract or otherwise, except as expressly set forth in the terms of this MoU or in writing.
13. This MoU constitutes a complete and exclusive understanding of the terms agreed between the Parties on the subject hereof and any amendment or modification hereto shall not be valid and effective unless in writing and signed by both Parties. If any items not covered by the MoU may be raised and negotiated separately by both parties without abrogating this MoU.
14. That if any provision of this MoU is found to conflict with any laws, statutes or regulations in force at that point in time, such provision will be null and void, but all other provisions without such conflicts shall remain in effect.
15. Any dispute, controversy arising between any of the parties in relation to this MOU, the same will be referred to the committee consisting of CEO, HCSSC, and VC, SRU, which will be the final authority for resolution of any dispute.
16. The Courts in Delhi shall have Jurisdiction to deal with any matter be arisen from this MoU.
17. This Agreement may be signed in two counterparts, one each for either Party. Each counterpart shall be deemed to be an original and both counterparts when taken together, constitute one Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS ON THE DAY, MONTH AND YEAR WRITTEN ABOVE.



**KRISHAN KUMAR
CHIEF EXECUTIVE OFFICER**

**HANDICRAFTS AND CARPET
SECTOR SKILL COUNCIL**

Date: 28/03/2023

Place: DELHI

Witness

**HARISH GOEL
HCCSC**



**KRISHNA NATH PANDEY
PRESIDENT/VICE CHANCELLOR**

SUNRISE UNIVERSITY

Date: 28/03/2023

Place: Delhi

Witness