

**MEMORANDUM OF UNDERSTANDING (MoU)**

**BETWEEN**

**(TPA)**

**&**

**(ESTABLISHMENT)**

**FOR**

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,  
PLACEMENT, R&D SERVICES AND RELATED SERVICES  
UNDER NAPS (NATIONAL APPRENTICESHIP  
PROMOTION SCHEME)**





- a. For NAPS (National Apprenticeship Promotion Scheme), the budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an establishment. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- b. **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully under NAPS (National Apprenticeship Promotion Scheme).
- c. **Industrial Training & Visits:** Establishment and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party for NAPS (National Apprenticeship Promotion Scheme).
- d. **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
**(NAME OF Establishment SPECIALIZATIONS, ACTIVITIES AND SERVICES)**
- e. **Skill Development Programs:** Second Party to train the students of First Party on emerging technologies in order to bridge the skill gap and make them establishment ready for NAPS (National Apprenticeship Promotion Scheme).
- f. **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements for NAPS (National Apprenticeship Promotion Scheme).
- g. **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available NAPS (National Apprenticeship Promotion Scheme).
- h. **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least .....% of the students. The Second Party will itself absorb at least ----- percentage of the trained students for promotion of NAPS (National Apprenticeship Promotion Scheme).
- i. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the

terms specified herein from concerned officials for NAPS (National Apprenticeship Promotion Scheme)

To promote NAPS (National Apprenticeship Promotion Scheme) with more energy, and for the below services, TPA would charge 10000 INR annually from the Establishment:

1. To **arrange the basic training** under the Apprenticeship Act through Basic Training Providers for fresher apprentices.
2. To assist the establishments get **approval for Basic Training Centers (BTCs)**.
3. To select not more than 3 establishments for on-the-job/ practical training of apprentices by studying the infrastructure facilities available with individual employers in such a manner that the combined facilities available with the selected establishments (maximum upto 3) meets the requirement of prescribed curriculum of the trade. TPA can organize on-the-job /practical training for apprentices in these
4. selected establishments in coordination with employers.
5. To **match the demand of establishments for apprentices** with the candidates desiring to undergo apprenticeship programme.
6. To **mobilise and counsel candidates** to undergo apprenticeship trainings.
7. To **assist the establishment in designing courses** under the apprentice programme and
8. getting them NSQF aligned (in case establishments opts for NAPS)
9. To **upload contracts of apprenticeship** on the apprenticeship portal on behalf of the establishment for registration by Apprenticeship Adviser.
10. To **upload the syllabus** with duration of apprentices courses on behalf of the establishment.
11. To **furnish all the returns** on the portal-site on behalf of the establishment.
12. To **submit reimbursement claims** on behalf of establishment towards stipend paid to apprentices.
13. To **submit reimbursement claims for basic training cost** in case establishment is the basic training provider under NAPS.
14. To **ensure compliance of all formalities** by the apprentices for appearing in assessment examinations as and when required.
15. To **assist the establishment to conduct assessment** and issue certificates (also to help establishments to coordinate with assessment authorities as required under Designated Trades & NAPS).
16. As directed by DGT, TPA will not charge any money from apprentices. However, it may **charge the establishment** for services rendered such as mobilization and to provide all above said administrative support to the establishment to run its apprenticeship programme.

### **CLAUSE 3 INTELLECTUAL PROPERTY**

Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents,

copy rights and designs) of the other Party.

**CLAUSE 4  
VALIDITY**

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during 1 year. **Name of Establishment**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of

\_\_\_\_\_ (Name of Establishment), the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

**CLAUSE 5  
RELATIONSHIP BETWEEN THE PARTIES**

It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of \_\_\_\_\_ (Name of City).

**AGREED:**

For **TPA**

For **Establishment**

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

Witness 1:

Witness 2:

Witness 3:

Witness 4: