



## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is made on 13.01.2023 at New Delhi

BETWEEN

**AKS University** having its campus at Sherganj, Panna Road, Satna (MP) 485001 (hereinafter called as "University" which expression shall where the context so admits, include its successors, permitted assigns will include its constituents) of the ONE PART.

AND

**Food Industry Capacity & Skill Initiative**, registered under the Societies Registration Act, 1860 having its office at 3<sup>rd</sup> Floor, Shriram Bharatiya Kala Kendra, 1, Copernicus Marg, Mandi House, New Delhi 110001, (hereinafter referred as "FICSI" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) on the OTHER PART

**AKS University** and FICSI shall hereafter be collectively referred to as "Parties" and reference to "Party" shall mean FICSI or **AKS University** and as the case may be.

### WHEREAS:

**AKS University**, Satna 485001 Madhya Pradesh has been established by Government of Madhya Pradesh by an Act No.44 of 2011 of Madhya Pradesh Vidhan Sabha and is recognized by University Grants Commission (UGC), a statutory body of the Government of India under 2(f) of UGC Act. The University strives to impart skill based quality education and promote research driven advancement of knowledge for creating successful professionals.

**Food Industry Capacity & Skill Initiative (FICSI)** is the Sector Skill Council for the "Food Processing" Sector and has been formed under the aegis of the National Skill Development Council (NSDC) and Federation of Chambers of Commerce of India (FICCI) as an initiative to promote skill development. FICSI' functions as an autonomous body and its main charter/objectives are as under:



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- Identify the skill development needs of the "Food Processing" Industry.
- Set National Occupational Standards (NOS).
- Approve curriculum for training.
- Execute "Train the Trainer" programmes.
- Accredited Training University's imparting training in "Food Processing" related job roles.
- Set assessment and certification processes.
- Establish Labour Market Information System (LMIS).
- Undertake research to identify future needs.

This MoU is intended to outline the general framework for collaboration between the Parties for running skill-based program in food processing in various subsectors of food processing for creating trained manpower. The initial goal of this memorandum of understanding is to outline and describe certain of the respective goals, strategies and objectives, as the case may be, as well as the intent of the parties to conduct collaborative activities to establish and promote a mutually beneficial relationship. As such, the actual details of each specific collaboration and/or transaction will be determined by mutual agreement of Parties.

**BOTH PARTIES** mutually agree to conduct the following activities:

**A. Training programme as per National Skill Qualification Framework (NSQF)**

**AKS University** will impart skilling in Food Processing based on FICSI's Qualification Pack (QP) as part of the course curriculum for the students. In this regard, university must have UGC approval to start the course.

**B. Assessment & Certification**

FICSI will conduct Assessment & certification of students trained under different skill-based training programs of **University** aligned to FICSI QPs.

**C. Train the Trainer**

FICSI would organize Train the trainers' programme on the QPs developed by FICSI in collaboration with the University.

**D. Development of Occupational Standards, Curriculum, Learning materials**

FICSI is involved in the development of National Occupational standards, Qualification Packs, Curriculum & Course Content for the various segments of Food Processing. It may support the AKS University in development of course curriculum related to skill based program in food processing as per guideline and AKS University will also support FICSI with its technical expertise to develop and validate QP, curriculum and course content.



**E. Collaborative Efforts for furthering in skilling**

AKS University will teach NSQF aligned job roles under the skill component, and this will include on-the-Job training/ Apprenticeship / practical classes in laboratories / workshops/ internship which will give candidate a better exposure in the job market. FICSI has already developed a job portal for such candidates where candidates' information can be shared with the industry for placement /apprenticeship purpose. **University** will share the information of eligible students to feed into the job /apprenticeship portal.

**F. Manpower & Infrastructure required**

The existing infrastructure and manpower of the Parties will be used for the implementation of the collaborative activities to the extent agreed by each party. Within 30 days both Parties will nominate a Liaison Officer for coordinating the collaborative activities.

**G. Duration of MoU**

This memorandum of understanding shall be deemed to have come into force w.e.f the date of signing and shall remain in force for 3 years.

**H. Entire agreement**

This MoU shall constitute of the entire understanding between the Parties with respect to the subject matter hereof and supersede all prior agreements or understandings of the Parties relating thereto.

**I. Amendment**

No modifications or amendments of any terms or conditions of this understanding shall be effective unless made in writing and signed by the authorized representatives of the parties.

**J. Arbitration / Dispute Settlement**

In case of any dispute that may arise during or after project execution, the matter would be settled mutually.

**K. Notices**

All notices required or permitted by, or made pursuant to this MoU shall be in writing and sent by registered post to the following address:

For **FICSI** : FICSI, 3<sup>rd</sup> Floor, Shriram Bharatiya Kala Kendra,1, Copernicus Marg, Mandi House, New Delhi 110001

For **AKS University**: Sherganj, Panna Road, Satna (MP) 485001



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#### **L. Implementation**

The parties shall review the Implementation and the application of this MoU through a joint committee in every 3 months alternatively. This Implementation Committee shall meet as required at either of parties work places.

#### **M. Assignment**

This MoU is based on the professional competence and expertise of each party and hence neither party shall transfer or assign this MoU or rights or obligations arising hereunder, either wholly or in part, to any third party.

#### **N. General Provisions**

1.The parties shall bear their respective costs of carrying out the collaborative activities envisaged under this MoU. Neither party shall make a claim against the other party for any expenditure, unless such expenditure has been agree upon in writing between the parties.

2.Either party reserves the right to terminate this MoU subject to 60 days prior written notice to the other party hereto. Any program or activity that was already commenced shall survive the termination of this MoU and be completed to the best of both parties abilities pursuant and subject to the terms of this MoU.

#### **O. Non – exclusivity**

The relationship of the parties under this MoU shall be non – exclusive and both parties are free to pursue other agreement or collaboration of any kind. However, when entering into a particular research agreement which may have some elements of existing FICSI – **AKS University** collaboration, then the participants may agree limit each party's right to the collaborate with other on that subject.

This MoU has been executed in two originals, one of which has been retained by **AKS University** and other by FICSI.

In witness whereof, the parties have executed this MoU and represent that they approve, accept, and agree to the terms contained herein.

Both the parties have set their hand in presence of the witness on the 13.01.2023 as mentioned above.



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For FICSI:



(Mr. Sunil Kumar Marwah)

CEO,  
Food Industry Capacity & Skill Initiative  
3<sup>rd</sup> Floor, Shriram Bharatiya Kala Kendra,  
1, Copernicus Marg, Mandi House,  
New Delhi 110001

Contact No: 9711260230

Email id: ceo@ficsi.in

Witness:

*Pritha Tripathi*  
Pritha Tripathi  
DGM - Tech & Capacity Building  
Annexure 1

For AKS University

*AKS*

(Anant Kumar Soni)

Pro Chancellor  
AKS University, Sherganj, Panna Road  
Satna (MP) 485001  
Contact no. 9303310032  
Email: anantsoni@aksuniversity.com

Pro. Chancellor  
Witness: AKS UNIVERSITY  
Satna (M.P.)

*G C Mishra*  
G C Mishra.  
Director (Coord. Tech.)  
AKS University

### 1. Elective Course for BTech Students

As per New Education Policy, skill component should be an integral part of general education program where students will receive credit. FICSI has identified few futuristic job roles which are aligned with the future demand of jobs. Students who are already pursuing courses in food processing can easily adopt these skill-based courses for better future opportunity and additional certification. FICSI has designed below mentioned skill-based courses which can be easily incorporated in the existing graduation program (B.tech/B.Sc Food Processing Program ).

### 3.a. Salient Features of the course:

- This skill based elective courses can be selected by B.Tech students
- The courses have been designed with minimal requirement of lab facility. Some of the courses does not even require lab facility



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- FICSI will provide model curriculum and content of the program which are already aligned with NSQF and approved by NCVET
- FICSI will undertake assessment of these qualifications for Skill component and provide Govt recognized NCVET -Skill India certificates.

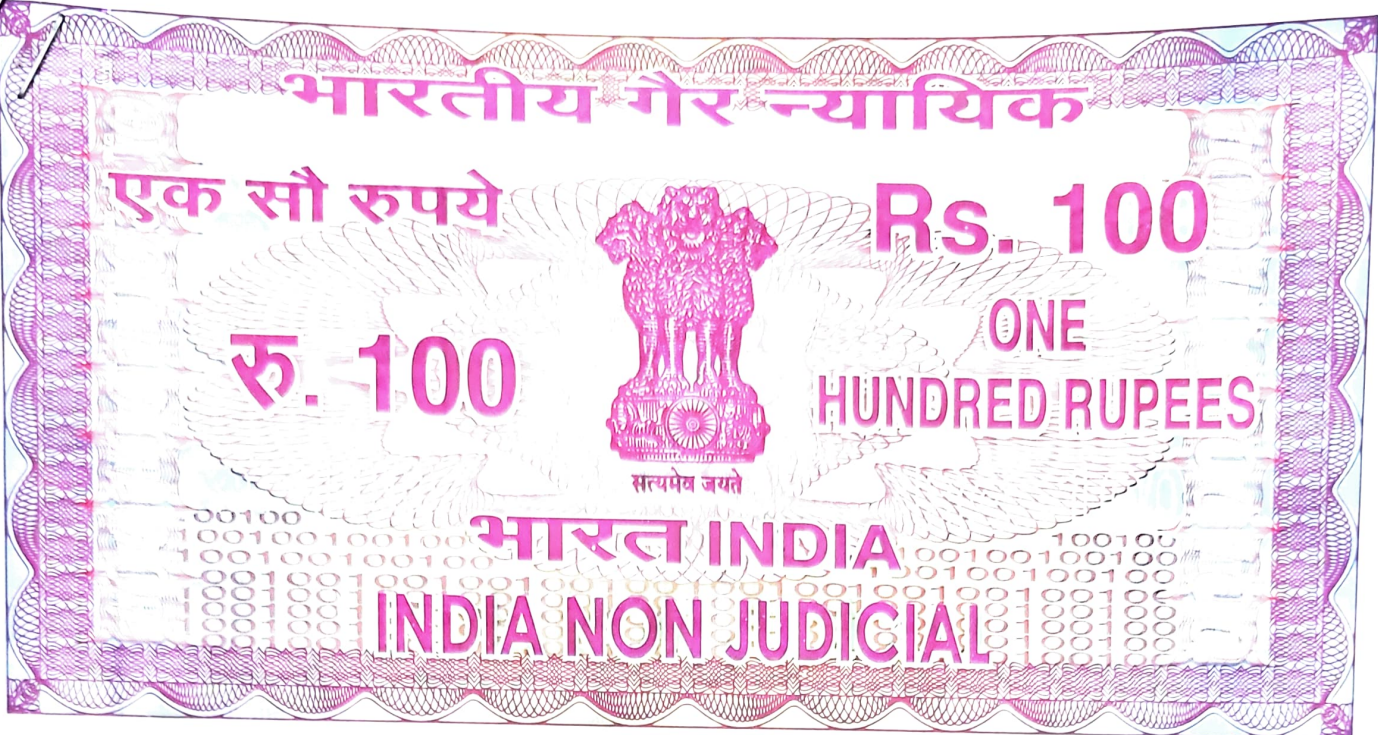
SI No	Name of QP/course	NSQF Level	Requirement of Lab
1	Fortified Rice Technician	4	Yes
2	Food Safety Team Leader	5	No
4	Food Packaging Developer	5	Yes
5	Food Product Developer	5	Yes
6	Food Microbiologist	6	Yes

### 3.b. Affiliation Fee:

Elective Course for BTech Students	
Collaboration Charges	Fee + Applicable Taxes
One Time Affiliation Fee	30,000
Assessment Fee	1200
Training of Trainer -ToT (if required)	11,000



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मध्य प्रदेश MADHYA PRADESH

BU 378965

**AGREEMENT for  
LSSSDC – ACADEMIA COLLABORATION for SKILL DEVELOPMENT INITIATIVES IN LIFE SCIENCES SECTOR**

This Agreement has been made and agreed upon between the parties mentioned below, signed on the 26/08/2022 by and between the following two entities collectively referred to as "Parties" and each referred to individually as "Party".

**AKS University**, hereinafter referred to as HIGHER EDUCATION INSTITUTION having its registered office at Sherganj, Panna Road, Satna (MP) 485001, represented by **Anant Soni, Pro Chancellor, AKS University, Satna (MP)**, after called as "Higher Education Institution" which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the HIGHER EDUCATION INSTITUTION. The AKS University is run by AKS Charitable Trust which is registered Trust.

AND

**Life Sciences Sector Skill Development Council (LSSSDC)**, a Sector Skill Council set up by National Skill Development Corporation (NSDC) working under aegis of Ministry of Skill Development & Entrepreneurship (MSDE) for the Skill development initiatives in Life Sciences Sector (Pharma including AYUSH, Biotechnology including Medical Devices and Contract Research) across the country, functioning from its head office 14<sup>th</sup> Palam Marg, Vasant Vihar, New Delhi - 110057 acting through **Mr. Ranjit Madan - CEO, LSSSDC Sector Skill Council of India** (herein after referred to as "LSSSDC" which expression shall, unless repugnant to the context or meaning thereof, includes its successor in office, legal representatives and permitted assigns) of the LSSSDC

**WHEREAS** HIGHER EDUCATION INSTITUTION would be taking steps for the implementation of relevant programmes, mutually decided by both the parties, which would aim to enhance the employability of students by equipping them with Industry relevant skills.

Initials of Signatory from Higher Education Institute: \_\_\_\_\_

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Initials of Signatory from LSSSDC: \_\_\_\_\_





AND

WHEREAS, LSSSDC through its Education & Skill Development initiatives will work closely with its members and Industry Associations to help improve the quality of the employable skills of students of University/College. In this regard, there are various Technical and Non-Technical courses undertaken to meet this objective. This memorandum is not intended to constitute, give effect to, or otherwise form a study centre.

Now it is hereby mutually agreed amongst both parties to this Agreement and binds themselves to the terms and conditions enumerated in succeeding paragraphs/Annexures A and B.

## 1. Scope of Work:

The scope of this memorandum is to build and strengthen Skill eco-system leveraging the area of influence of each party.

- a) Higher Education Institution will provide support for skill development activities with joint association of LSSSDC. LSSSDC will facilitate the skilling process within its boundaries of function.
- b) Both the parties will mutually finalize Job Roles for Add on/ Embedded Skill Development Program (vocational qualification)
- c) Both the parties will mutually finalize Job Roles for Skill Enhancement Programs for Biotechnology, Microbiology, B. Pharma, M. Pharma or D. Pharma and other allied fields as applicable
- d) Training of Trainers will be provided by LSSSDC to identified faculty of the Higher Education Institution
- e) Option for E-Skilling by Industry experts is available with LSSSDC and can be provided on request.
- f) LSSSDC will facilitate Placement/Apprenticeship to successful candidates.

## 2. Roles and Responsibility

### A. Higher Education Institution

- 1) Arrange/prepare the adequate infrastructure in terms of laboratories as per the QPs and NOS set by LSSSDC
- 2) Nominate Trainers from their college/University for Train the Trainer Program to be organized by LSSSDC
- 3) Promote the vocational programs offered by LSSSDC in 8<sup>th</sup> Semester of B. Pharma (Applicable ONLY for Pharmacy Colleges)
- 4) Promote employment oriented vocational programs offered by LSSSDC in other pharmacy programs as add on program (Applicable ONLY for Pharmacy Colleges)
- 5) Promote employment oriented vocational programs offered by LSSSDC in applicable higher education programs as add on program / as per scheme initiative / as per collaboration guidelines / as per university guidelines
- 6) Mobilize the students
- 7) Begin enrolment in approved courses by creating Batch as per maximum enrolment
- 8) Provide training in accordance with the approved curriculum by NCVET for both general and skill component with applicable approval from LSSSDC for module waiver
- 9) Deploy faculty and equipment labs in the colleges as per the requirements of the respective job roles
- 10) Provide books and study materials relevant for student learning.
- 11) Will pay fees for study materials (physical Books) to LSSSDC, if ordered
- 12) Co-ordinate industry guest lectures, industry visits during the training
- 13) Transfer the fees for any online sessions (Only in case if it's required) to LSSSDC before commencement of batch. Fees can be mutually decided between both the parties.
- 14) Transfer the fees for Training of Trainers in 15 days advance to LSSSDC.

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- 15) Transfer the cumulative assessment fee to the LSSSDC 15 days to 30 days before the end of the training for a batch through electronic bank transfer
- 16) Share the result & certificate to the candidates.

**B. Life Sciences Sector Skill Development Council of India will:**

- 1) Identify the vocational qualifications suitable for Pharmacy students
- 2) To Conduct Training of Trainers
- 3) Develop the curriculum of skill component and get approval of NCVET
- 4) Conduct skill assessment and share result & certificate in accordance to examination controller / PCI guidelines
- 5) Provide support in Apprenticeship of successful candidates
- 6) Facilitate Online Sessions by Industry Professionals for defined hours as per the requirement.
- 7) Provide support for placement of successful candidates.

**C. Both Parties Shall**

- 1) Not use other party's Intellectual Property unless such other party consents to such use.
- 2) Not do anything which in the reasonable opinion of the other party is or will be harmful or prejudicial to the reputation of the other party.
- 3) Keep each other informed of any matters relevant to the overall functioning.
- 4) Share their expertise or any other information which would be of mutual benefit.

**3. Financial Terms and Conditions**

- a) HIGHER EDUCATION INSTITUTION will pay Assessment Fee to LSSSDC as per the current applicable rates.
- b) HIGHER EDUCATION INSTITUTION will pay Training of Trainers Fees as per common norms
- c) HIGHER EDUCATION INSTITUTION will pay study material (Books) as per the cost fixed for various Job Roles
- d) HIGHER EDUCATION INSTITUTION will pay Online Training/Industry Webinar (Only if required) fees which can be decided mutually at the time of requirement.

**4. Duration/ Term of the Agreement:**

- a) The Agreement shall begin from the date of its execution by the parties hereto.
- b) This Agreement shall continue in full force and effective for 2 year from the date of signing

**c) Validity:**

**c.1** This Agreement is valid for two year. HIGHER EDUCATION INSTITUTION are requested to get the affiliation with LSSSDC renewed annually. The institute shall be liable to register on Skill India Portal as and when the provision is made for the same or as per the mandate issues by relevant authorities and/or Ministry of Skill Development and Entrepreneurship

**c.2** In case where no joint activity has been done with LSSSDC within 12 months from the date of commencement, the HIGHER EDUCATION INSTITUTION will be rated by LSSSDC as DORMANT for reporting to relevant authorities and/or Ministry of Skill Development and Entrepreneurship and shall not be eligible for renewal.

**c.3** Where institute has applied for collaboration for more than 1 year, any consecutive period of 12 months of inactivity, will rate HIGHER EDUCATION INSTITUTION will be rated by LSSSDC as DORMANT

Initials of Signatory from Higher Education Institute: \_\_\_\_\_

Initials of Signatory from LSSSDC: \_\_\_\_\_

  
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for reporting to relevant authorities and/or Ministry of Skill Development and Entrepreneurship. In such scenario the applicant HIGHER EDUCATION INSTITUTION shall not be eligible for renewal.

c.4 In case of DORMANT Status as explained under points C.2 and C.3, HIGHER EDUCATION INSTITUTION in that case will have to file a fresh application for Collaboration with LSSSDC in the spirit of Agreement.

d) This Agreement is a document of good faith and Implementation of the Agreement would be monitored on a six-monthly basis.

5. Administration Charges are to be paid by HIGHER EDUCATION INSTITUTION to LSSSDC as per following details:

- a) For New HIGHER EDUCATION INSTITUTION for collaboration program (first time) –
  - a.1) ₹ 10000/- per year (payable for first year) for Non-Members
  - a.2) ₹ 8000/- per year (payable for first year) for Members
- b) For Renewal of Agreement by HIGHER EDUCATION INSTITUTION (second Year onwards) –
  - b.1) ₹ 9000/- for per year (payable annually) Non-Members and
  - b.2) ₹ 7000/- for per year (payable annually) Members
- c) Above charges include GST
- d) College / University may choose to pay for a longer period in advance.
- e) The Admin Charges are applicable separately for each HIGHER EDUCATION INSTITUTION (in case of University Agreement for multiple HIGHER EDUCATION INSTITUTION)
- f) Attach a copy of Academia Membership to avail member rates
- g) **A HIGHER EDUCATION INSTITUTION, if seeking affiliation to implement LSSSDC's vocation programs in following schemes, then above Administration charges are waived off by LSSSDC to implement the said programs.**
  - I. 8<sup>th</sup> semester of B. Pharma under PCI directive
  - II. Skill Vigyan Program (DBT with State)
  - III. DBT Skill Development Program

#### 6. Financial details

- a) PAN No. of the HIGHER EDUCATION INSTITUTION: AABTA7681A (attached)
- b) GST No. of the HIGHER EDUCATION INSTITUTION: \_\_\_\_\_ (NA)

#### 7. Termination

- a) Either party may terminate this Agreement by mutual understanding by giving 3 (three) months' notice in writing served on other.
- b) The parties to the Agreement understand that, where a course, as aforesaid, is under continuance, the termination shall take effect only on completion of the subsisting course.
- c) Save as 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.

#### 8. Confidentiality

- a) Each party hereto agrees with the other:
  - i. To keep information in strict confidence and secrecy.
  - ii. Not to use the information save for complying with its obligations under this Agreement.
  - iii. 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 in above clause shall apply to both the parties during the term of and for (one) year after the termination of this Agreement but shall cease to apply to information or knowledge which:
- Has in it's entirely 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.
  - Each party designates the Nodal officer to arrange needed facility.

## 9. Dispute Resolution

Any disputes and differences whatsoever arising under or in connection with this Agreement which could not be settled by parties through negotiations, after the period of thirty (30) working days from the service of the notice, shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the Amendment Act 2013. The parties will refer for a sole arbitrator to be appointed by the parties in consultation and mutual consent with each other. The place of arbitration shall be at New Delhi.

Upon approval by each party, this agreement will remain in effect for the period of 3 years, unless terminated earlier by either institution.

Notwithstanding the above, the period of this co-operation will, if necessary be extended with consent in writing from the parties.

## 10. Details of the Institution:-

1. Scheme / Program Applied for kindly Tick the options from the list below

- |  |     |
|--|-----|
| a. LSSSDC – Academia Collaboration Program   | [v] |
| b. B Voc Program   | [v] |
| c. AICTE (PMKVY-TI)  | [v] |
| d. Skill Vigyan (State led) Program  | [v] |
| e. DBT – Department of Biotechnology Funded Program  | [v] |
| f. PISEP (PCI) – Pharma Industrial Skill enhancement Program   | [v] |
| g. KITS –  | [v] |
| h. Other (Please specify): Skill program on Quality Control microbiology and chemist and Quality Assurance | [v] |

Note: The basic guideline, rules, policies of the chosen application shall be applicable as prescribed by the scheme. The Institute shall strictly abide by the scheme framework.

2. Please attach a list of job roles applied for, along with list of equipment available for each job role in the below format as Annexure -A to the Agreement.

Sr no.	Qualification Pack /	Name of the Equipment	Quantity of the Equipmen
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Initials of Signatory from Higher Education Institute: AKS

Initials of Signatory from LSSSDC: \_\_\_\_\_

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	Job Role		
1.	Quality Control- Microbiologist	All necessary equipment facilities available	All necessary equipment facilities available
2.	Quality Assurance	All necessary equipment facilities available	All necessary equipment facilities available
3.	Medical Sales Representative	All necessary equipment facilities available	All necessary equipment facilities available
4.	Quality Control- Chemist	All necessary equipment facilities available	All necessary equipment facilities available

3. Name of the Organisation: AKS University (AKS Charitable Trust)

4. Name of the Training Centre: AKS University

5. In case where Applicant is

a. An Institute or College – write the name of University / Organisation it is affiliated to:

\_\_\_\_\_

b. A University – should attach a list of colleges to be considered under this Agreement. The list must provide Name, address, SPOC details, contact details of the college

11. Address of Higher Education Institute: **AKS University, Sherganj, Panna Road, Satna (MP) 485001**

12. Contact details of the Affiliated Centre under this Agreement: Land Line: 07672-298008

13. Year Of Establishment: 2011

14. Website: [www.aksuniversity.ac.in](http://www.aksuniversity.ac.in)

15. Details of Head of Higher Education Institute:

(please put Name of the person who shall lead or supervise the Skill development department in the organisation)

Name: Dr. Kamlesh Choure

Designation: Professor & Head

Department: Department of Biotechnology

Mobile: 7772927776

Email ID: [kamleshchoure@aksuniversity.com](mailto:kamleshchoure@aksuniversity.com)

16. Details of SPOC (Single point of Contact) for Skilling project

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**Satna (M.P.)**





Name: Dr. S. P. Gupta

Designation: Professor & Head

Department: Department of Pharmacy

Mobile: 9926100703

Email ID: rgipsatna@yahoo.com

Declaration:




The content of this Agreement have been read and understood by a competent authority. All the information given in this document is true. Higher Education Institute shall be ready for any inspection or audit that may take place in due course of Association. Higher Education Institute shall register itself in Skill India Portal as and when the mandate is issued by authorities and/ or Ministry of Skill Development and Entrepreneurship.

Please tick (v) as appropriate

Agree [v]

Disagree [ ]

The parties hereto set their hands and signed the Agreement on the 26/08/2022.

For Life Sciences Sector Skill Development Council (LSSSDC)	For AKS University
  <b>Authorised Signatory</b> <b>Mr. Ranjit Madan</b> <b>Chief Executive Officer</b> <b>Life Sciences Sector Skill Development Council</b>  <b>SEAL</b>	 <b>Authorised Signatory:</b> <b>Name: Anant Soni</b> <b>Designation: Pro Chancellor</b> <b>Name of Higher Education Institute:</b> <b>AKS University, Satna (MP)</b>  <b>SEAL</b>  <b>Pro. Chancellor</b> <b>AKS UNIVERSITY</b> <b>Satna (M.P.)</b>

Initials of Signatory from Higher Education Institute: 

Initials of Signatory from LSSSDC: 

**Pro. Chancellor:**  
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**Annexure B**

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**Details of fund Transfer to be mentioned below**

**Administration Charges:**

Bank Name – ICICI Bank

Beneficiary Name – Life Sciences Sector Skill Development Council

Account No – 054801001506

MICR Code – 110229008

IFSC Code - ICIC0000065

Branch - ICICI Bank, C 17, Local Shopping Complex Paschimi Marg, Vasant Vihar, I  
110057.

**Please fill payment details below**

- Demand Draft - No \_\_\_\_\_
- Cheque No: 316523
- RTGS / NEFT – UTR No.: NEFT/SK/AXSK222700024844/202/LIFESCIEN/ICICIBAN

Bank name: AXIS BANK

Paid for – 1year

Agreement Transferred: 10000 INR

Date of Transfer:

  
**Pro. Chancellor**  
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**Satna (M.P.)**





मध्य प्रदेश MADHYA PRADESH

BU 378969

### MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is made on 28<sup>th</sup> of January 2023 at AKS University, Satna (MP)

BETWEEN

AKS University, Satna 485001 Madhya Pradesh has been established by Government of Madhya Pradesh by an Act No.44 of 2011 of Madhya Pradesh Vidhan Sabha and is recognized by University Grants Commission (UGC), a statutory body of the Government of India under 2(f) of UGC Act (hereinafter called as "University" which expression shall where the context so admits, include its successors, permitted assigns will include its constituents) of the ONE PART

AND

Skill Council for Mining Sector (SCMS), a Company, registered under Section 25 of the Companies Act, 1956, having its registered office at B-311, FIMI House, Okhla Industrial Area, Phase-1, New Delhi 110020, (hereinafter referred as "SCMS" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) on the OTHER PART

AKS University and SCMS shall hereafter be collectively referred to as "Parties" and reference to "Party" shall mean AKS University or SCMS as the case may be.

WHEREAS:

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**AKS University**, is primed to fulfil its mission of developing & arming human resources with modern applied knowledge & competencies, harnessing knowledge for addressing multifarious local, regional & national challenges including creating skilled manpower to support the leapfrogging economic growth of India, enhancing engineering competitiveness through technology-development & technology-induction, enhancing agricultural productivity through Bio-technology & other innovations, environmental conservation through innovative technology & approaches.

**Skill Council for Mining Sector** is promoted by FIMI and supported by Ministry of Mines was established in December 2013 as the apex body to train and meet the requirement of skilled workforce for the mining industry in PPP mode, setup by National Skill Development Corporation (NSDC) under the Ministry of Skill Development & Entrepreneurship (MSDE).

Ministry of Skill Development and Entrepreneurship (MSDE) in its notification dated 17th March 2015 has authorized SCMS as a non-statutory agency for certifying the mining workforce in India.

SCMS is a registered company under Section 8 of Companies' Act 2013 and has been issued 80G certificate & 12AA certificate under income tax 1961 in October 2015. This allows SCMS to undertake training under Corporate Social Responsibility (CSR) Projects for the various companies.

Ministry of Skill Development & Entrepreneurship (MSDE) vide office order MSDE-01/(3)/2018-AP(PMU) dated 12 Sept 2018 has appointed of CEO-SCMS as Joint Apprenticeship Advisors and delegated the related powers. Now, SCMS has the full authority to approve the training centre and prepare new optional trades as per industry requirement and to roll out apprentices training.

SCMS' functions as an autonomous body and its main charter/objectives are as under:

- Identify the skill development needs of the "Mining" Industry.
- Set National Occupational Standards (NOS).
- Approve curriculum for training.
- Execute "Train the Trainer" programmes.
- Accredite Training Centre imparting training in "Mining" related job roles.
- Set assessment and certification processes.
- Establish Labour Market Information System (LMIS).
- Undertake research to identify future needs.

This MoU is intended to outline the general framework for collaboration between the Parties for running a skill-based program in mining sector in various subsectors of mining for creating trained manpower. The initial goal of this memorandum of understanding is to

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outline and describe certain of the respective goals, strategies and objectives, as the case may be, as well as the intent of the parties to conduct collaborative activities to establish and promote a mutually beneficial relationship. As such, the actual details of each specific collaboration and/or transaction will be determined by mutual agreement of Parties.

**BOTH PARTIES** mutually agree to conduct the following activities:

**AKS University** will impart **Training programme as per National Skill Qualification Framework (NSQF)** in Mining course based on SCMS's Qualification Pack (QP) as part of the course curriculum for the students' subject to university having UGC approval to start the course as detailed in the Annexure -1

**1. Assessment & Certification**

SCMS will conduct Assessment & certification of students trained under different skill-based training programs of **AKS University** aligned to SCMS QPs, as per the fees prescribed in Annexure -1

**2. Train the Trainer**

SCMS would organize Train the trainers' programme on the QPs developed by SCMS in collaboration with the **AKS University** as per the fees prescribed in Annexure -1.

**3. Development of Occupational Standards, Curriculum, Learning materials**

SCMS is involved in the development of National Occupational standards, Qualification Packs, Curriculum & Course Content for the various segments of Mining Sector. It may support the **AKS University** in development of course curriculum related to skill based program in mining as per guideline and **AKS University** will also support SCMS with its technical expertise to develop and validate QP, curriculum and course content.

**4. Collaborative Efforts for furthering in skilling**

**AKS University** will teach NSQF aligned job roles under the skill component, and this will include on-the-Job training/ Apprenticeship / practical classes in laboratories / workshops/ internship which will give candidate a better exposure in the job market. SCMS has already developed a job portal for such candidates where candidates' information can be shared with the industry for placement /apprenticeship purpose. **AKS University** will share the information of eligible students to feed into the job /apprenticeship portal.

**5. Manpower & Infrastructure required**

  
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The existing infrastructure and manpower of the Parties will be used for the implementation of the collaborative activities to the extent agreed by each party. Within 30 days both Parties will nominate a Liaison Officer for coordinating the collaborative activities.

#### 6. Duration of MoU

This memorandum of understanding shall be deemed to have come into force w.e.f the date of signing and shall remain in force for 3 years.

#### 7. Entire agreement

This MoU shall constitute of the entire understanding between the Parties with respect to the subject matter hereof and supersede all prior agreements or understandings of the Parties relating thereto.

#### 8. Amendment

No modifications or amendments of any terms or conditions of this understanding shall be effective unless made in writing and signed by the authorized representatives of the parties.

#### 9. Arbitration / Dispute Settlement

In case of any dispute that may arise during or after project execution, the matter would be settled mutually.

#### 10. Notices

All notices required or permitted by, or made pursuant to this MoU shall be in writing and sent by registered post to the following address:

For **SCMS**: Skill Council For Mining Sector, #B-311, FIMI House, Okhla Industrial Area Phase-I, New Delhi 110020

For **AKS University**: AKS University, Panna Road, Sherganj, Satna, Madhya Pradesh

#### 11. Implementation

The parties shall review the Implementation and the application of this MoU through a joint committee in every 3 months alternatively. This Implementation Committee shall meet as required at either of parties work places.

#### 12. Assignment

  
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This MoU is based on the professional competence and expertise of each party and hence neither party shall transfer or assign this MoU or rights or obligations arising hereunder, either wholly or in part, to any third party.

### 13. General Provisions

13.1 The parties shall bear their respective costs of carrying out the collaborative activities envisaged under this MoU. Neither party shall make a claim against the other party for any expenditure, unless such expenditure has been agreed upon in writing between the parties.

13.2. Either party reserves the right to terminate this MoU subject to 60 days' prior written notice to the other party hereto. Any program or activity that was already commenced shall survive the termination of this MoU and be completed to the best of both parties' abilities pursuant and subject to the terms of this MoU.



### 14. Non – exclusivity



The relationship of the parties under this MoU shall be non – exclusive and both parties are free to pursue other agreement or collaboration of any kind. However, when entering into a particular research agreement which may have some elements of existing SCMS– **AKS University** collaboration, then the participants may agree limit each party's right to the collaborate with other on that subject.

This MoU has been executed in two originals, one of which has been retained by **AKS University** and other by SCMS.

In witness whereof, the parties have executed this MoU and represent that they approve accept and agree to the terms contained herein.

Both the parties have set their hand in presence of the witness on the 28<sup>th</sup> day of the January and the year 2023 as mentioned above.

For and on behalf of Skill Council For Mining Sector	For and on behalf of AKS University
Name: Mr. Sanjay Sharma	Name: Anant Kumar Soni
Designation: Chief Executive Officer	Designation: Pro-Chancellor/ Chairman
Date: 28/01/2023	Date: _____
Office Seal/Stamp: 	Office Seal/Stamp: 

<p>  <b>Witness Signature</b></p> <p>Sudarshan Bellomkond  <b>Head - Placement</b>  <b>Name and Address</b>  Skill Council for Mining Sector  #B-311, FIMI House, Okhla Industrial Area  Phase-I.  New Delhi 110020  Contact No: 8003090835  Email id: ceo@skillcms.in</p>	<p>  <b>Witness Signature</b></p> <p>Dr. B.K. Mishra  <b>Name and Address</b>  AKS University, Panna Road, Sherganj,  Satna, Madhya Pradesh.  E-Mail ID- anantsoni1971@gmail.com  Contact No. 9303310032</p>
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## Annexure 1

### 1. Undergraduate Program in Mining

SCMS agrees to collaborate with AKS University for introducing 6 semesters Undergraduate Program in mining based on skill component as per NSQF. The course is embedded with 12 months of internship/apprenticeship and students at the final semester will be also offered career readiness program

The course can be offered through three types of specialization

- Mineral Exploration and Mine Planning
- Engineering Services, Machine Operation, and Maintenance
- Mineral Processing and Beneficiation

#### 1.1. Overview of D. Voc/B.Voc

- 1.1.1. Six semesters Diploma (D. Voc) and B.Voc in Mining, based on mining job roles.
- 1.1.2. Specialization in mining job roles i.e. Welding, Fitter, Electrician,
- 1.1.2. One year industry internship/apprenticeship under NAPS
- 1.1.3. Career Readiness program with advanced mining Safety modules and Interview handling
- 1.1.4. SCMS will undertake assessment in every semester for Skill component and provide Govt recognized NCVET certificates.
- 1.1.5. Entry Requirement- 10<sup>TH</sup> standard
- 1.1.6. Diploma to be awarded by the AKS University

#### 1.2. SCMS Services

  
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- 1.2.1. The curriculum is aligned as per NSQF with minimum one year internship/ apprenticeship cum career readiness program from level 2-5. Model curriculum is attached in annexure-I.
- 1.2.2. SCMS will design curriculum as per industry needs (70% Skilling and 30% General Component)
- 1.2.3. Assistance in setting up laboratory in terms of equipment details, specification and layout.
- 1.2.4. Faculty Orientation Program and Faculty Development Program
- 1.2.5. Academic Support including Handbooks, e-learning and seminars by industry experts.
- 1.2.6. Support for Internship, Apprenticeship and Placement.
- 1.2.7. Assessment services will be provided by SCMS for skill component and general component will be assessed by the AKS University.
- 1.2.8. SCMS will provide Skill India authorized certificates and AKS University can issue the diploma.
- 1.2.9. Program fees can be decided by the AKS University and SCMS has no role to play in it.
- 1.2.10. SCMS will provide Career Readiness Program which will include following components:
  - 1.2.10.1 Soft Skill & Interview Preparation skill
  - 1.2.10.2 Placement/Internship/NAPS facilitation
  - 1.2.10.3 Participation in Career fairs

### 1.3. Assessment and Certification

- 1.3.1. SCMS has developed AI enabled proctored based online assessment portal which can handle multiple batches of live assessments.
- 1.3.2. Question banks are prepared with our technical experts.
- 1.3.3. SCMS has more than 950 certified assessors who are from mining industries.
- 1.3.4. After the assessment, SCMS will declare the result and authorized skill certificate will be issued to successful candidates

### 1.4. Charges for D. Voc/B. Voc in mining program

Charges for D.Voc /B.Voc Program in Mining Sector					
Collaboration Charges			Fee + Applicable Taxes		
One Time Affiliation Fee			100000/-		
Assessment Fee/Job Role			800/-		
Training of Trainer -ToT (if required)			11,000/-		
Collaboration Fee					
No	Fee Payable to SCMS	Year I	Year II	Year III	Total
1	Collaboration fee per admitted student (minimum batch of 30) including career readiness Program	7,700/-	7,700/-	7,700/-	23,100 /- +Applicable Taxes

## 2. Add-on Courses in Mining for Non-Mining Students as Electives under NEP

- 2.1. To enhance the career opportunities for Science, regular diploma, and basic science students skill-based courses in Mine machinery maintenance, Machine Operation and Electrician services courses are offered
- 2.2. SCMS will design the curriculum and provide content of the program in Mine machinery maintenance, Machine Operation and Electrician services courses
- 2.3. SCMS will conduct Training of Trainers
- 2.4. Assistance in setting up laboratory in terms of equipment details, specification, and layout
- 2.5. SCMS will provide workshops with industry members and mining industry experts.
- 2.6. SCMS will provide assessment and authorized skill India Certification.

### 2.7. Affiliation Fee:

Add-on Courses in Mining for Non-Mining Students as Electives under NEP	
Collaboration Charges	Fee + Applicable Taxes
One Time Affiliation Fee	30000/-
Assessment Fee	800/-
Training of Trainer -ToT (if required)	11,000/-

### 3.0. Elective Course for B. Tech Students

As per <sup>National</sup> New Education Policy, skill component should be an integral part of general education program where students will receive credit. SCMS has identified few futuristic job roles which are aligned with the future demand of jobs. Students who are already pursuing courses in mining can easily adopt these skill-based courses for better future opportunity and additional certification. SCMS has designed below mentioned skill-based courses which can be easily incorporated in the existing B. Tech mining graduates.

#### 3.1. Salient Features of the course:

- 3.1.1. This skill based elective courses can be selected by B. Tech students
- 3.1.2. The courses have been designed with minimal requirement of lab facility.  
Some of the courses does not even require lab facility
- 3.1.3. SCMS will provide model curriculum and content of the program which are already aligned with NSQF and waiting for approval by NCVET
- 3.1.4. SCMS will undertake assessment of these qualifications for Skill component and provide Govt recognized NCVET -Skill India certificates.

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Sl No	Name of QP/course	NSQF Level	Requirement of Lab
1	Coal Bed Methane Extractor	4	Yes
2	DTH/LH Drill Operator	4	Yes
3	HEMM Electrician	4	Yes
4	LPDT Operator*****	4	Yes
5	Slurry Pump Operator	4	Yes
6	Mine Forman/Overman	6	No

\*\*\*\*\*B. Tech Degree with HEMM operator experience opens the door for ocean of opportunities in a major mining country like Australia.

### 3.2 Affiliation Fee:

Elective Course for B.Tech Students	
Collaboration Charges	Fee + Applicable Taxes
One-Time Affiliation Fee	30000/-
Assessment Fee	1200/-
Training of Trainer -ToT (if required)	11,000/-

### 4.0 Training Partner

SCMS offers training partner affiliations to the premier educational institutes. As AKS University is already offering B. Tech and Diploma in mining and has full-fledged labs and infrastructure, using the existing infrastructure AKS University can undertake skilling activities.

#### 4.1. Salient features of Training Partner

- 4.1.1. Can undertake skilling activities in mining from mining companies using their CSR funds.
- 4.1.2. Eligible to undertake skilling activities using government funds such as PMKVY, etc.

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4.1.3. Can tap DMFT funds for skilling activities across the state of Madhya Pradesh.

Training Partner Affiliation Fee	
Collaboration Charges	Fee + Applicable Taxes
Affiliation Fee (For 2 Years)	50000/-
Assessment Fee	1200/-
Training of Trainer -ToT (if required)	11,000/-

5.0 Miscellaneous:

5.1 The University shall take a nominee of SCMS, and two nominees from the industry as Members of the Board of Studies pertaining to the apprenticeship-based B.Voc/D.Voc Programme in MINING. These nominees shall be invited to participate in the meetings of Board of Studies whenever convened.

5.2 Whenever presence of SCMS officials is necessitated to attend any meeting/ reviews at the campus then travel and all logistic expenses shall be borne/ reimburse by the university.

  
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