

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered into at Mumbai on this ____ day of ____Month____year, BY and BETWEEN:

Retailers Association's Skill Council of India (RASCI) a not for profit organization, registered under Section 25 of the erstwhile Companies Act, 1956 (now Section 8 of the Companies Act, 2013), 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 Executive Head 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 "____/ **Assessment Agency**"), 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 SECOND 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 across 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 MOU

The term of this MoU shall be **1 (one)** year 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 to conduct 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.
- 4) RASCI will assign assessment batches to compliant/competent Assessment Agency as per guideline.
- 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'.

- To Consistently conduct timely, effective, fair and quality-assured assessments PAN India as per Assessment schedule. In case, the assessment agency fails to do so, then RASCI shall have the rights to take appropriate action such as suspension or blacklisting of the assessment agency.
- To maintain adequate pool of RASCI certified Assessors' to conduct assessments throughout the tenure of the MoU. All NSQF aligned assessments should be conducted by only RASCI Certified assessors across schemes / projects. In case it is found that the Assessment agency deputed/deployed non RASCI certified assessors to conduct an assessment any time during the pendency of this MoU, then RASCI shall have the rights either to terminate the MoU forthwith or suspend/blacklist the assessment agency for future assignments. Future assigned assessments would be revoked.
- To ensure availability of adequate infrastructure and automation to conduct digital & multi- lingual assessments with comprehensive auditable trails during the tenure of this MoU.
- To ensure that all Assessments should be compulsorily auto proctored and recorded for future audit purpose. RASCI may at any time ask the assessment agency to furnish the recorded copy of any assessment done by the assessment agency. If the assessment agency fails to produce/furnish the recorded copy, then RASCI shall have the rights to immediately blacklist the assessment agency or suspend as the case maybe.
- To engage with Training Partner 48 hours before the scheduled date of assessment and report to RASCI in case of any deviation in the schedule and seek necessary approval from RASCI as required from time to time.
- To maintain the quality of assessment and verification documentation for 10 years for future reference/audit purpose at its own costs. In case assessment agency fails to do so, then the RASCI shall have the rights to terminate the MoU forthwith or blacklist/suspend the assessment agency.
- To contribute in the content enrichment exercise of RASCI on a quarterly basis to enhance the quality of existing content by sharing minimum 50 questions per Qualification Pack, incorporation of questions would be subject to validation and approval by RASCI.
- To conduct assessment on RASCI Question bank and RASCI assessment framework in alignment with PMKVY/ applicable scheme guidelines only and not to deviate from it under any circumstances.
- To establish and strengthen industry connect to demonstrate higher acceptance of NSQF assessment/certification standards amongst employers and other partners.
- Development of tests, Central administration, scoring, batch wise analysis and sharing of monthly dashboard with RASCI for the assessment completed.
- To ensure the accuracy and timely result upload/declaration of assessments conducted within 5 days from Assessment date. In case of any deviation found, then RASCI shall have the final decision in this regard whether to suspend or blacklist the assessment agency.
- To report any malpractices observed, in writing with valid supporting evidence on the same day of the incident.
- To ensure that neither the assessment agency nor its assessors will indulge in any malpractices/undue arrangement with any official of the training partner or employees of RASCI either directly or indirectly, in any manner whatsoever i.e. monetary, non-monetary. If it is found then, RASCI shall have rights to take punitive/appropriate legal action, including filing of complaint with the concerned court, police authorities against such person's and/or the entities involved in it, including blacklisting the person/concerned entity from providing its services to RASCI in the future and also to withhold their payments, if any. In such instances, RASCI reserves the right to re-allocate/re-assign future assigned assessment batches, if any.
- To nominate dedicated SPOC to engage with RASCI for assessment correspondence.
- To train all personnel required (proctors / invigilators / assessors and system administrators etc.) for the smooth, secure and on schedule assessments at its own costs.
- To inform Training Partner about the infrastructure required to conduct assessments in advance so as to avoid any problems in conducting the assessment of the batch.
- To ensure that neither they themselves directly or through their group entities, affiliates, subsidiaries, sister concern shall enrol as a training partner with RASCI in any manner whatsoever so as to avoid

conflict of interest. In case it is found, then the said act of the Assessment Agency will be termed as material breach of the MoU and RASCI will be at liberty to take necessary action as it deems fit, including permanently blacklisting the assessment agency and its related agency from providing their services in any manner whatsoever.

- To ensure that neither itself nor its certified assessors shall outsource and/or sub-let its responsibilities, work to third party/s in any manner whatsoever. If it is found that the Assessment agency and/or its certified assessors are indulged in it, then RASCI reserve its rights to take appropriate action including withholding the payments of the Assessment Agency, termination of this MoU, blacklisting/suspending the assessment agency, as it deems fit.
- Assessment agency in no manner should use this MoU/company logo for advocacy/ generation of related business without the explicit written permission from RASCI.

Please note, RASCI reserves the right to communicate / publish in public domain any validated irregularity in the functioning of an assessment agency/assessor/any other stakeholder involved in the validated irregularity.

4. CONSIDERATION

- RASCI shall pay 'Assessment Agency' the following consideration for the services rendered by 'Assessment Agency' as mentioned under clause 3 of the MoU:
 - o 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 indulge in any act 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 MoU; (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 MoU.

6. WARRANTIES

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

7. TERMINATION

- Either party may terminate this MoU by giving 30 days' advance notice or by notice in writing served on other, if the other is in material breach of any of the terms of this MoU 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 MoU, the termination of this MoU 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 MoU but only to the extent such claims, suits, actions, damages, or liabilities result from breach of this MoU 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 MoU or otherwise, neither party will be liable to the other with respect to the subject matter of this MoU 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 MoU can be terminated by the affected party after due notice of the same party to the other party.

10. CONFIDENTIALITY

- a. Assessment Agency hereto agrees that:
 - Not to use the confidential information save for complying with its obligations under this MoU;
 - 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 MoU, 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 the assessment agency during the term of the MoU and for 3 (three) years after the termination of this MoU 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;
 - RASCI has consented in writing to the same being disclosed;

- Is or has been independently developed by the assessment agency without reference to or use of the confidential information.

11. GENERAL

- This MoU shall be governed according to Indian laws and each party shall submit, only and exclusively, to the jurisdiction of the Courts at Mumbai, India.
- Any variation or waiver of any of the terms of this MoU shall not be binding unless set out in writing, expressed to amend this MoU and signed by or on behalf of each of the parties.
- This MoU, along with annexures, amendments thereof supersede all previous arrangements, understanding, (written or oral) and arrangement between the Assessment Agency and RASCI in respect of the subject matter contained and represents the entire understanding between RASCI and Assessment Agency in respect thereof. Any amendments to this MoU shall be mutual consent in writing of authorized representatives of the Parties.
- This MoU is executed on principal to principal basis only. That the Assessment agency will not represent itself before the third party as its agent of the RASCI.
- The execution of this MoU shall in no manner to be construed as Business Guarantee.

12. ARBITRATION

- Any dispute or difference arising out of or in connection with this contract shall be determined by the appointment of single arbitrator to be mutually agreed between the parties, or failing such MoU 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 MoU, both parties agree to resolve these issues based on mediation by a senior officer of either party.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS ON THE DAY MONTH & YEAR FIRST ABOVE WRITTEN

Signed & Agreed on Behalf of:
For Retailers Association's Skill Council of India (RASCI)

Signed & Agreed on Behalf of:
 (Assessment Agency)

Name: James Raphael

Name: _____

Designation: Executive Head

Designation: _____

Date: _____

Date: _____