

SKILL DEVELOPMENT ASSOCIATION MOU

This non-binding memorandum of understanding ("MoU"):

SIGNED ON

01/07/2022

By and between:

Name:

Desh Bhagat University

Hereinafter referred to as "Partner Institute" (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns).

Description:

**PARTNER
INSTITUTE**

Desh Bhagat University is a renowned University established under The Desh Bhagat University Act, 2012 (Punjab Act No. 15 of 2013) is having Section 2(f) and 12B of UGC Act 1956. Desh Bhagat University, located at Amloh Road, Mandi Gobindgarh, District Fatehgarh Sahib. Desh Bhagat University (DBU), Mandi Gobindgarh is approved by the University Grants Commission (UGC), the Central Council for Indian Medicine (CCIM), the pharmacy Council of India (PCf, the Punjab Nurses Registration Council (PNRC), the Indian Nursing Council GNC), the Bar Council of India (BCI) and the Dental Council of India (DCI) among others. The University offers more than 256 professional programmes across 50 streams at the Undergraduate, Postgraduate and Doctoral levels with more than 400 faculty members. DBU offers specializations in faculties, including Ayurvedic Sciences, Applied Sciences, Management, Education, Commerce, Agriculture, Fashion Technology, Tourism, Law, Hotel Management, Performing Arts, Nursing, Physical Education and Social Sciences. The University has 19 Schools under it which provides education in various disciplines like Engineering, Management Humanities, Pharmacy, Arts and many more.

Registered Office Address:

Campus:

Desh Bhagat University,
Amloh Road, Mandi Gobindgarh,
Distt. Fatehgarh Sahib, Punjab-147301
M. +91-82838-11111, +91-82838-33333
Tel.: 01765-520523/24

Corporate Office:

SCO 181-182 Sector-8C, Madhya Marg,
Chandigarh (UT)
Tel.0172-4000818

Email: admissions@deshbhagatuniversity.in

Website: www.deshbhagatuniversity.in

AND

SDN

Skills Development Network, a registered trust in India with its offices at Tower – 3 , 6th floor, SJR I Park , EPIP Zone – 1 , Whitefield Road, Bangalore- 560066, Karnataka hereinafter referred to as “SDN”, (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns)

Partner Institute and SDN are hereinafter individually referred to as a “Party” and collectively as the “Parties” as the context may require.

This MOU is non-binding in nature and does not create any legal obligations between the Parties, except for the intellectual property provisions, dispute resolution and indemnity provisions in Section 6 of the Terms and Conditions.

To achieve its objective, SDN uses curricula, content and methodology which is developed and owned by Wadhwani Operating Foundation (WOF). WOF has developed world class curricula, content and methodology for entrepreneurship development to build and enhance the entrepreneurship ecosystem, SDN has all the rights to use and offer the WOF curricula, content and methodology to SDN’s Partner Institutes.

This MoU is motivated by the commitment and willingness of the management of SDN and Partner Institute to establish an understanding that leads to supporting skill development.

Partner Institute and SDN agree to work together to systematically develop the Wadhwani SkillUp program (“Program”) described below.

1. Objectives/Benefits

Achieve superior outcomes of placement, retention and progression of students through 21st century employability skills' training and assessment.

2. SDN Roles & Responsibilities

Subject to the Partner Institute incorporating a prescribed and latest course content of JobWISE®, SDN shall provide:

- E-Content:** Vocational curricula and e-content for high quality employability and work skills training through an online learning platform at 'no licensing cost' to the Partner Institute.
- Advisory:** Provide suggestive methods to integrate its e-content for the execution of the Program.
- Training:** Initial training on assessments and students' facilitation skill will be provided to the shortlisted Partner Institute's faculties along with the training on features and functioning of LearnWISE® and on providing JobWISE® content pedagogy remotely over e-classroom.
- Impact:** Framework for outcomes and impact assessment measurement (template attached as Annexure 2), based upon which the Partner Institute is expected to collect and provide data to SDN for creating impact reports that will be shared with the Partner Institute.

3. Partner Institute's Roles & Responsibilities

- Adopt SDN curriculum in the following manner:**
 - Course(s) should be offered from the starting of the academic year/term.
 - Course(s) shall be approved by the senate/boards of the institute and such approval letter shall be shared with SDN.
 - Partner Institute to adopt SDN prescribed content and platform solution for the students and trainers and at least 80% of SDN's employability lessons shall be a part of the Partner Institute's core curriculum.
 - Trained Partner Institute's faculties will deliver the SDN prescribed e-content to students and 100% of students' final grade, for gauging soft skills, to be based on SDN quizzes/competency assessments.
 - After the Partner Institute's faculties are trained by SDN 80% of the students [of the Partner Institute] are expected to score $\geq 70\%$ marks on competency assessments, for the Program to be considered a success. Consistent under-performance will be subject to discontinuation of the Program and the collaboration.
- Evaluate/Nominate Faculties:** Faculty shall be nominated for participating in SDN's Training of Trainers (ToT) program in consultation with and approval of SDN.
- Training and Training related Expenses:**
 - Partner Institute shall ensure that the shortlisted faculties attend the required trainings.
 - Partner Institute shall ensure that the faculties in addition of providing the JobWISE® content pedagogy online, remotely, are also capable of providing the assessments,

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- student facilitation, and pedagogy in live classrooms or in any Partner Institute's physical centres.
- Partner Institute, if required, shall bear the logistic expenses such as travel, lodging and food of SDN trainers if they are required to provide the training to Partner Institute's trainer physically.
 - d. **Infrastructure:** Required IT infrastructure shall be in place to enable access to JobWISE® content and assessments. Partner Institute shall ensure that all the shortlisted faculties for ToT should have smart electronic device that is capable of supporting video conferencing and additionally shall have all the basic requisites to deliver the classes and receive training remotely. For training that happens 'in person', if any, infrastructure including sufficient bandwidth to provide device level access to each trainer and trainee for enabling access to the skill development content and assessments.
 - e. **Documentation:** Trained faculties shall maintain all the related 'documents/reports' as prescribed by Partner Institute in relation to the implementation and progress of the Program.
 - f. **Review Progress:** Review the faculties' and students' activity report on a periodic basis during the running of the course. And, shall inform SDN of instances where activity is not aligned with the expectations.
 - g. **Impact:** Ensure that the Program achieves the necessary impact. Track and share outcome information of placement of trained Partner Institute's students with SDN for carrying out impact assessment. For achieving the foregoing, the Partner Institute shall share a list of employed Partner Institute's students with SDN to verify their placement.

4. Governance and Review Process

- a. An operational team consisting of SDN's regional manager(s) and the faculty member(s) in charge, will enable the rollout of the Program. They will interact monthly (via calls or 'in person') to track rollout and address issues.
- b. A panel consisting of Partner Institute's and SDN's senior management will review progress/outcomes and enable course correction at least twice during the Program's duration.
- c. Progress and feedback will be monitored via surveys while outcomes will be measured bi-annually and jointly with SDN.

5. General Note

- a. Partner Institute shall not be permitted to charge any fees, to the students, for granting them access to, and use of, the WOF/SDN licensed Intellectual Property (*defined hereinafter*). Notwithstanding the foregoing, the Partner Institute may, however, recover by way of fees or other charges, from the students, the costs and expenses incurred by it in making the licensed Intellectual Property available to such students, such as the costs incurred in relation to faculty, the IT Infrastructure, etc.
- b. SDN reserves the right to modify the Program if it becomes evident that it is imperative to do so for the success of the Program. Such communication will be sent via email to the registered email address which will be provided at the time of the registration on LearnWISE®.

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6. Terms and Conditions

- a. **Financial Terms:** Each Party will bear the costs of meeting its responsibilities described above and will not owe the other Party any amounts pursuant to this MoU.
- b. **Intellectual Property Rights:**
- "Intellectual Property" or "IP" include creations, domain names, inventions, know-how, trade or business secrets, patents, copyrights, trademarks, logos, designs, work of authorship, software programs, papers, models, teaching techniques, research projects, databases and instruction manuals.
 - Each Party shall retain all rights to its IP and nothing contained in this MoU, nor the use of the IP in the publicity, advertising, or promotional or other material relating to the fulfillment of the obligations of the Parties contained herein shall be construed as giving to any Party any right, title or interest of any nature whatsoever to any of the other Party's IP.
 - Partner Institute will not copy or reproduce in any form, WOF/SDN's IP.
 - The WOF/SDN licensed Intellectual Property is a product of WOF/SDN's knowledge and substantial skills, intellectual efforts and funding, and is, as such, a valuable asset, but is provided herein free of cost to Partner Institute under the terms of this MoU.
- c. **Representations and Warranties:**
- Each Party hereby represents and warrants that the use of IP made available or contributed by it does not violate the IP rights of any third party.
 - Each Party has all the requisite power and authority to enter into this MoU and the execution, delivery and performance by such Party of this MoU has been authorized by all necessary and appropriate corporate or governmental action and will not, to the best of its knowledge, violate any applicable laws or approval presently in effect and applicable to it.
- d. **Confidentiality:**
- The Parties acknowledge that during the term of this MoU each Party may obtain confidential and/or proprietary information of the other Party including, but not limited to, financial or business information, contracts, employee details and student details (collectively, "Proprietary Information"). Such Proprietary Information shall belong solely to the disclosing Party. Proprietary Information shall not include information that is or becomes publicly known through no wrongful act of the receiving Party.
 - The receiving Party shall not disclose Proprietary Information to third parties without the prior written consent of the disclosing Party and agrees to undertake reasonable measures to ensure that such is kept confidential and to disclose to its employees, officers, directors or representatives on a need to know basis only.
 - The receiving Party also agrees to report immediately to the disclosing Party any unauthorized disclosure of Proprietary Information of which it has knowledge.
- e. **Third Party:**
- Nothing in this MoU shall mean or shall be construed to mean that either Party is at any time precluded from having similar arrangements with any other person or third party.
 - The Parties shall wherever necessary enter into definite written agreements with/without third parties to facilitate the implementation of specific initiatives with the

- prior written consent of the other Party. Such agreements will be independent and exclusive of this MoU.
- iii. Each Party will promptly notify the other Party of any potential conflict of interest arising from the conduct of activity pursuant to this MoU as soon as it is known by the Party that becomes aware of the potential conflict.
 - iv. SDN shall not be liable for any acts done by any unauthorized person(s) or individual(s) claiming to act on its behalf.
- f. **Termination:**
- i. This MoU is for the duration of three (3) years from the date of this MoU. However, either Party may terminate or extend this MoU by providing sixty (60) days' notice in writing to the other Party. In the event that Partner Institute would like to continue operating under the terms of the MoU because of student enrollment in courses conducted pursuant to this MoU, despite having received notice of termination from SDN, then in that scenario SDN will support the students until the end of the course, on submission of proof that the enrollments took place before the date of the termination notice.
 - ii. If the Partner Institute does not fulfil its responsibilities, SDN will discontinue the Program and Partner Institute shall cease to be a member.
- g. **Dispute Resolution:** If a dispute arises concerning the interpretation or implementation of this MoU the Parties agree to settle amicably by mutual consultation or negotiation and shall observe and comply with all laws, rules, and regulations of India.
- h. **Miscellaneous:**
- i. **Entire MoU:** This MoU constitutes the entire understanding of the Parties with respect to the Program and supersedes any prior or contemporaneous oral or written understanding or communication between the Parties.
 - ii. **Amendment:** This MoU shall not be amended, changed, modified in whole or in part except by an instrument in writing signed by both the Parties hereto.
 - iii. **Relationship of Parties:** Nothing in this MoU shall be construed as creating a relationship of partnership, joint venture, agency or employment between the Parties. Neither Party shall be responsible for the acts or omissions of the other Party, nor shall either Party have the power or authority to speak for or assume any obligation on behalf of the other Party.
 - iv. **Assignment:** Each Party may assign its rights and obligations under this MoU with the prior written consent of the other Party. Notwithstanding the foregoing, SDN shall be entitled to assign any of its rights and obligations to any of its affiliates without the prior written consent of Partner Institute. It is clarified that:
 - a. The assignment or alienation of any part or whole of Partner Institute IP or WOF/SDN IP shall not be construed to be an assignment of rights or obligations under this MoU; and
 - b. The delegation of any obligations under this MoU by SDN to any person or entity shall not be construed to be an assignment of rights or obligations under this MoU, so long as SDN remains at all times responsible for its obligations under this MoU.
 - v. **Indemnity:** This MoU does not contemplate or provide for the exchange of any funds between the Parties. Therefore, save and except for fraud, neither Party shall be liable to indemnify or pay damages to the other Party, its officers, directors, employees or

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agents from and against any liabilities, costs and expense incurred or suffered, or to be incurred or suffered by the other Party that arise out of or relate to, or result from any breach or termination by either Party of any of the provisions of this MoU. With regard to third party claims, each Party shall bear the liability of dealing with such claims that arise of breach by such Party of the terms of this MoU or the law for the time being in force.

- vi. **Counterparts:** This MoU may be executed in two (2) counterparts each of which when so executed and delivered in the English language shall be an original, but all of which shall together constitute one and same instrument.
- i. **Notice:** Either Party may, from time to time, change its respective address or representative for receipt of notices or other communications by giving to the other Party not less than ten (10) days prior written notice in English. Please note you are required to notify SDN in writing upon making a change at LegalTeam@wfglobal.org and sunil.dahiya@wfglobal.org.
- j. **Matters Not Covered by the MoU:** The 'Wadhwani Foundation' brand is upheld not only because of its thought leadership in vocational education and best practices but also for the quality of its content, program management, delivery standards, material, tools, etc. Hence, any co-branding, co-certification and marketing association for a program would be subject to quality assessment, on a case-by-case basis, with individual partners. This MoU does not automatically include co-branding, co-certification or marketing of programs operated by the Partner Institute, and discussions regarding such matters would be on a case-by-case basis between the Partner Institute and SDN.

The Formal Approval Letter signed by the Partner Institute on 17/06/2022 will be considered to be Annexure 1 of this MoU.

The Parties have read the above information and agree that the Partner Institute will engage in SDN's skill development affiliation.

Partner Institute

Signature:



Name: Dr. Sanjiv Kalia

Designation: Registrar

Date:

**REGISTRAR
DESH BHAGAT UNIVERSITY
MANDI GOBINDGARH (PB.)**

Skills Development Network Trust

Signature:



Name: Swati Mittal

Designation: Trustee

Date: 01/07/2022 .



S No. 25657
Ref No. DBU/REG/02/22/405
Date: 17/06/2022



Annexure 1: Formal Approval Letter

To
Swati Mittal
Trustee
Skills Development Network

Dear Swati,

This is to formally to inform you that we at Desh Bhagat University have decided to be part of the SkillUp Program and the same is approved by our Chancellor in anticipation of approval by our forthcoming meetings of Board of Management/Governing Body.

Program Details:

1.	Name of course(s) you will use	JobReady Series, JobRise Series, Healthcare Courses, Shine-at-workplace, POSH
2.	Number of institutes where it will be used	All colleges/departments under DBU
3.	Names of Government under whose jurisdiction the Institutes exist	Punjab Govt.
4.	Number of students/trainees to be trained	Yearly 3000+ students
5.	No. of hours of training to be provided	30 hrs to 70 hrs.
6.	Whether program approved for running fully by the relevant Government and/or the Institute's management	Yes . It will be a Credit-based program, part of the University Academic Calendar

We understand this Formal Approval letter will be considered to be Annexure 1 of the MoU.


Name: Dr. Sanjiv Kalla
Designation: Registrar
Desh Bhagat University
Date: 17-06-2022

Annexure 2: Monitoring & Evaluation Requirements

Impact Measurement is an integral part of all SDN programs. It helps SDN and the Partner Institute establish the success of its beneficiaries.

The success of the WadhvaniSkillUp program is measured in terms of Employment, Retention & Progression (ERP) as explained below:

- **E –Employment:** *How many more students/ trainees get placed with jobs leading to family sustaining wages than before the intervention of this program?*

The following table is indicative of data needed by SDN from Partner Institute and will be kept confidential and used purely to evaluate the success of its programs.

Metric	Baseline	Endline	3m	6m	1y
	At Signup – Historical data or New Batch	At End of Course, Employment	Alumni	Alumni	Alumni
Training Partner Level Data					
% of Students who got jobs upon graduation and after	<i>Historical</i>				
Average Salary of the Student	<i>Historical</i>				
Rating of WF Programs/Feedback					

Cells in grey indicate that data is not needed. Actual data required may vary based upon needs.

Baseline Data (Status data at the start of the program): Existing historical outcome indicator data (average Employment %, Retention % and Progression data) for the trainees, before this MoU is signed, to be provided to SDN.

Endline Data (Feedback and outcome data at the end of the program): Employment Information such as placement, employer, salary, acceptance, etc. for each student to be captured and shared with SDN.

This can be collected through surveys and validated through random sampling. Partner Institute will connect SDN to select students and employers for face to face interviews to capturing the student's journey.

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