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: MEDIA AND ENTERTAINMENT SKILLS COUNCIL
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(Examination)



**Maharaja Agrasen College
University of Delhi**

New Delhi

And



Media and Entertainment Skills Council (MESC)

New Delhi

On

**SKILL DEVELOPMENT INITIATIVES IN MEDIA AND ENTERTAINMENT
SECTOR**

Date: 18th Dec. 19 | Delhi | India

Memorandum of Understanding

This Memorandum of Understanding has been made and agreed upon between the parties mentioned below, signed on the 21-Aug 2019 by and between the following two entities collectively referred to as "Parties" and each referred to individually as "Party".

Maharaja Agrasen College, University of Delhi hereinafter referred to as **University of Delhi** having its registered office at **Vasundhra Enclave, Delhi-110096** represented by its **Principal (Actg.), Dr. Sanjeev Kumar Tiwari** after called as "Second Party" which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the FIRST PARTY

AND

Media and Entertainment Skills Council (MESC), 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 Media and Entertainment Sector across the country, functioning from its head office 522-524, DLF Tower A, Jasola, New Delhi 110025 acting through **Mr. Mohit Soni**, Chief Executive Officer, Media and Entertainment Skills Council (herein after referred to as "MESC" which expression shall, unless repugnant to the context or meaning thereof, includes its successor in office, legal representatives and permitted assigns) of the SECOND PARTY

WHEREAS Maharaja Agrasen College, University of Delhi 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 / Business relevant skills.

AND WHEREAS, MESC 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 short, medium and long-term courses undertaken to meet this objective.

Now it is hereby mutually agreed amongst both parties to this MOU and binds themselves to the terms and conditions enumerated in succeeding paragraphs/Annexures:

1. Roles and Responsibility

- A. The principal roles and responsibility of the parties will be as set out in Annexure

2. Parties Shall

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

3. Financial Terms and Conditions

- A. College will pay the assessment fee, Rs. 800/ Job role to MESC.

4. Duration/ Term of the MOU:

- A. The MOU shall begin from the date of its execution by the parties hereto.
- B. This MOU shall continue in full force and effect up to **5** years from the date of signing i.e. upto **17th December, 2024**, that is the term required for completion of the three-year UG programme by three consecutive batches of students admitted from the Academic Year 2019-20 and Calendar Year 2020.
- C. Validity of this MOU shall be extended sufficiently early for further period/batches on mutual agreement by the parties to the MOU.
- D. This Memorandum of Understanding is a document of good faith and Implementation of the MOU would be monitored on a six-monthly basis.

5. Termination

- a) Either party may terminate this MOU by mutual understanding by giving 3 (three) months' notice in writing served on other.

- b) The parties to the MOU 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 MOU, the termination of this MOU howsoever arising is without prejudice to the rights, duties and liabilities of either party accrued prior to termination.

6. Confidentiality

- a) Each party hereto agrees with the other:
- To keep information in strict confidence and secrecy.
 - Not to use the 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 in above clause shall apply to both the parties during the term of and for (one) year after the termination of this MOU 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.

7. Dispute Resolution

Any disputes and differences whatsoever arising under or in connection with this MOU 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. The parties will make reference for a sole arbitrator to be appointed by the parties in consultation with each other. The place of arbitration shall be at New Delhi.

IN WITNESS WHEREOF all the parties hereto set their hands and signed the Memorandum of Understanding on the 18th December 2019.

Media and Entertainment Skills Council	Maharaja Agrasen College University of Delhi
<p>Mohit Soni CEO Media and Entertainment Skills Council</p> <p>Witness:</p> <p>1.</p> <p>2.</p>	<p>Dr. Sanjeev Kumar Tiwari Principal (Actg.) Maharaja Agrasen College University of Delhi</p> <p>Witness:</p> <p>1.</p> <p>2.</p>

ANNEXURE -A

Roles and Responsibility:

Maharaja Agrasen College University of Delhi will:

- Develop the curriculum for general component.
- Arrange/prepare the adequate infrastructure in terms of laboratories as per the QPs and NOS set by MESC
- Approve the curriculum
- Nominate Trainers from their college for Train the Trainer Program to be organized by MESC
- Promote the courses
- Mobilize the student
- Begin enrolment in approved courses by creating Batch as per maximum enrolment
- Provide training in accordance with the approved curriculum for both general and skill component
- Deploy faculty and equipment labs in the colleges as per the requirements of the respective job roles
- Provide books and study materials relevant for student learning
- Co-ordinate industry guest lectures, industry visits during the training
- Do the assessment of general component
- Transfer the cumulative assessment fee to the MESC 15 days to 30 days before the end of the training for a batch through electronic bank transfer
- Share the result & certificate

Media and Entertainment Skills Council

- MESC will identify the QPs
- MESC will develop the curriculum of skill component
- MESC will conduct skill assessment and share result & certificate
- MESC will conduct Training of Trainers
- MESC will provide support in Apprenticeship
- MESC will facilitate Online Sessions by Industry Professionals for defined hours

ANNEXURE- B

- University/College will pay 800 per student/Job role to MESC
- ToT fees (11000/Trainer)+ incidentals to be paid to MESC