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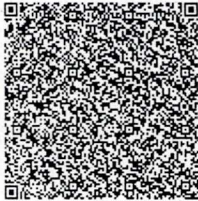
INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

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Certificate No.	: IN-DL78694682685697V
Certificate Issued Date	: 21-Mar-2023 03:07 PM
Account Reference	: IMPACC (IV)/ dl857503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL85750329188603153519V
Purchased by	: HOPE EK ASHA
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: DOMESTIC WORKERS SECTOR SKILL COUNCIL
Second Party	: HOPE EK ASHA
Stamp Duty Paid By	: HOPE EK ASHA
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

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MEMORANDUM OF UNDERSTANDING

This agreement has been made on and effective from 21st March 2023

BETWEEN

Domestic Workers Sector Skill Council a non-profit organization (Section 8 Company having Corporate Identity Number : **U74140DL2015NPL286697**) under the aegis of National Skill Development Corporation / Ministry of Skill Development and Entrepreneurship, Govt. of India, having its Registered Office at A-15, 1st Floor, FIEE Complex Near C-Lal Chowk, Okhla Phase-2, New Delhi – 110020 represented by Ms. Mona Gupta, Chief Executive Officer, DWSSC and hereinafter referred to as **DWSSC / First Party**) (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include DWSSC executors and administrators) of the one Part of the first part.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestar10.com' or using e-Stamp Mobile App of Stock Holding Corporation of India.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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AND

Hope Ek ASHA registered under **Society Registration Act. XXI of 1860** having its registered office at **D - 52, Greater Kailash Enclave - II, New Delhi - 110048** hereinafter referred as "Industry Partner" (which expression shall, unless repugnant to the context, includes its successors and assignees)

1. Definitions

- 1.1 **"MOU"** - this Memorandum of understanding between the Council and the **{Name of Industry Partner}** to develop inter-alia occupational standards & competency matrix for the domestic work sector including housekeeping & caregiving for households & establishments & develop the courses as per skill gap, demand aggregation & the requirements by Industry/Employers.
- 1.2 **"Operating Plan"** – the agreed operating plan developed by the Council, already agreed between the parties prior to the date of this agreement as a basis to provide impetus to the spirit of this understanding. The key requirements of the operating Plan are to establish agreed methodology for long term sustainable relationship with Industry Partner for the agreed objectives under this MOU.
- 1.3 **"Confidential Information"** - all confidential information relating to the Council, the Industry Partner and their respective finances, processes, business activities, personnel, suppliers, customers and contractors.
- 1.4 **"Council"** – Domestic Workers Sector Skill Council
- 1.5 **"Improvement Plan"** - a plan, with targets and timescales, agreed by the Industry partner and the Council to remedy performance scale against the key performance indicators and targets.
- 1.6 **"Rules and Regulations"** - The Rules, Regulations and Byelaws of the Domestic Workers Sector Skill Council as well as periodic directions received from National Skill Development Corporation/ Ministry of Skill Development and Entrepreneurship, Govt. of India.
- 1.7 **"Service"** - the provision, administration, staffing, placement of trained staff by DWSSC and their priority placement at the job opening in the Industry Partner location. Both parties to monitor and review the performance of this mutual association and to seek ways of ensuring that its targets are met so that it operates for the benefit of the Industry as a whole as per envisaged objective.
- 1.8 **"NOS"** - The **National Occupational Standards** (NOS) specify the standard of performance an individual must achieve when carrying out a function in the workplace, together with the knowledge and understanding they need to meet a standard consistently. Each NOS defines one key function in a job role.
- 1.9 **"QP"** - A **Qualification Pack** (QP) and QP Validation is a set of NOS aligned to a job role. A QP is available for every job role in each industry sector. Thus, the National Skills Qualification Framework (NSQF) theoretically makes it possible to drive competency based training for every job role in industry.



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- 1.10 “Labour Market Information System (LMIS)” –It is statistical and non-statistical information concerning labour market actors and their environment collected through the application of accepted methodologies and practice. LMIS is “any information concerning the size and composition of the labour market, the way it or any of its part functions, its problems, the opportunities that maybe available to it, and the employment-related intentions or aspirations of those who are a part of it. It highlights both the opportunities and market failure which subsequently enable the planning of effective labour market interventions to drive innovation and productivity in a knowledge economy. It also includes the demand aggregation exercise along with the Industry Partner Validations.

This Memorandum of Understanding is intended to enable the parties to establish agreed terms to:

2. Purpose and Scope

- a) FOSTER market research collaboration between DWSSC and Industry Partners
- b) FRAME Domestic Workers occupation standards & competency matrix for the job roles of DWSSC & develop the courses as per the requirements by Industry / Employers.
- c) STRENGTHEN the Skilled Labour Pool required by Domestic Workers Industry / Employers.
- d) FRAME standards for Certification & Accreditation as per the requirements of the Domestic Workers Industry & Employers.
- e) SET the framework for long-term Council-Industry partnership.
- f) “Objectives” – the provision to enable & facilitate staffing, placement of staff trained by DWSSC and placement at the job opening in the Industry Partner location or adjacent location of the Industry Partner area of influence. Both parties to monitor and review this mutual association and to seek ways of ensuring that its objectives are met so that it operates for the benefit of the Industry & skill ecosystem as a whole as per envisaged objective.

The parties hereby agree to establish collaboration according to terms and conditions set out in the articles following hereunder.

3. Duration

- 3.1 This understanding is valid for a period of two years from the date of signing of this MOU. Throughout the term of this understanding, the Council and the Industry Partner will monitor in accordance with outlined objective mentioned at 2.0. On the basis of an annual review, the Council will use this information and any further information collected through Industry Partner to decide further to enhance the mutual objectives.
- 3.2 One month prior to the end of this understanding, the Council will inform the Industry partner in writing whether or not it wishes to renew the understanding at the end of the current contract term.
- 3.3 If the Council indicates that it wishes to renew the MOU, the Industry Partner shall respond in writing within 30 days/1 month of the date of the notice referred to in Clause 3.2 to indicate whether or not it also wishes to renew the MOU. If the Industry Partner states that it does want to renew the agreement, understanding shall cease to be operative after the currency of the existing MOU.



- 3.4 If either party states in writing that it does not want to continue this Agreement beyond the current term, this Agreement shall lapse at the end of the current term as detailed in Clause 3.1. On termination, Clause 7 will apply.
- 3.5 If the Industry Partner has entered into any separate agreement with the Council in order to assist it carrying out its obligations under this Agreement, the procedure detailed in Clauses 3.2 to 3.4 shall take place before any existing agreement is renewed.

4. Key Performance Indicators

The key performance indicators for the Council related to the overall performance of this association are:

- Estimated annual job creations
- Requests for specific qualification scales
- Annual placements
- Industry satisfaction towards incumbents
- Incumbent's satisfaction from the Industry
- Minimisation of employee turnover
- Overall contribution scale towards Industrial growth and stability

5. Benchmarking

DWSSC undertakes to collate and distribute an agreed range of performance data to industry partner to enable them to compare their performance with others as well as reconcile the expectation gap with the employees. Information may be presented anonymously if the Industry Partner so wishes. Comparable information from the Council's libraries will also be presented for comparison purposes, if the Industry partner so wishes and it is in with the confidentiality policy of the Council.

6. Indemnity

- 6.1. Industry Partner and Council shall indemnify each other completely against any claims, costs, demands or judgements which result from the closure of the MoU.

7. Confidentiality

- 7.1. Confidential information means any and all information in whatever form whether disclosed orally or in writing or whether eye readable, machine readable or in any other form including, without limitation, the methods of operation, the various applications, processes, strategies, data, know how, specifications, literatures and any other material made available by one party to the other party under this MOU.
- 7.2. Neither of the parties nor their agents, staff or representatives shall during this MOU and after it has been terminated, use or disclose to any person who has no right to receive it, any Confidential Information which comes to the knowledge of the other party as a result of being involved in the making and implementation of this Agreement. If one party is unsure as to



whether or not a particular piece of information is confidential it shall check in writing its status with the other party before disclosing it to a third party.

- 7.3. Each party hereby undertakes with the other party to maintain the confidential information in strict confidence and save as provided herein, not to divulge any of the confidential information to any third party and in addition not to communicate, indicate or suggest to any party the existence of negotiations under this MOU.
- 7.4. Each party shall take all reasonable steps to prevent the use or disclosure by their representatives, officers or employees of the confidential information.
- 7.5. Both parties shall comply with the requirements of the Data Protection / General Data Protection Policy or such other legislation or amendments which regulate the processing of or disclosure of personal data.

8. General Clauses

- 8.1. No amendment to this Agreement shall be valid unless it is agreed by both parties and evidenced in writing.
- 8.2. The invalidity, illegality or unenforceability of any term or condition shall not affect the validity, legality or enforceability of any other term or condition used in this Agreement.
- 8.3. This Agreement shall not create any rights for the benefit of or enforceable by any person who is not a party hereto.
- 8.4. This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees, or agents.
- 8.5. Industry Partner will give priority to employ manpower Trained & Certified by DWSSC in the areas of DWSSC Job Roles.
- 8.6. Nothing in this MOU obligates either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the parties unless expressly stated in this agreement. Industry Partner can use DWSSC or its any of its intellectual property only after the written consent of DWSSC.
- 8.7. The activities of this MOU must be carried out in accordance with appropriate laws and regulations existing in the INDIA.
- 8.8. This Agreement shall be construed in accordance with Indian law and the parties hereby submit to the exclusive jurisdiction of the Indian Court having jurisdictional Area of the Registered office of the Council.

BACKGROUND

National Skill Development Policy 2009 mandated constitution of sector skill councils like DWSSC in order to bridge the skill gaps by complementing the vocational education system through conducting research, improving the delivery mechanism, assuring quality etc. to identify skill development needs, maintain skill inventory, planning & execution of training of trainers through development of IT enabled Labor Management Information System (LMIS). One of the key objectives of DWSSC is to also increase the visibility and relevance in the industry.



The demand for reliable domestic workers including elderly & child care givers is huge today with the households/employers demanding upgraded skill sets. In turn, domestic workers also deserve a better livelihood and improved wages. As DWSSC provides skilled & certified domestic workers via various skill development programmes while making the sector empowered, it is important for the employers to team up with DWSSC for sourcing skilled workers which matches their requirements.

This MoU is of utmost importance to keep skill development in line with industry specific demand of Skilled Manpower as well as to set the accreditation & certification benchmarks for training institutions in domestic workers domain in India which in turn will also complement the development of domestic worker sector in India as well as contribute to the development of the India as a knowledge-based society.

SCOPE OF THE COLLABORATION

The general purpose of this MOU is to increase the Skilled Labor Pool in Domestic Workers Sector and their employment & entrepreneurship in order to facilitate Industrial Development of India. In order to achieve the foresaid goal, the parties will work on the principles of mutual benefit and may include the following:

2.1 General co-operation areas:

- a. Discussions relevant for the betterment of Domestic Workers Sector and decent employment generation.
- b. Extend invitation for attending scholarly and technical meetings as well as national and international conferences.
- c. Creating a Labour Market Information System to benefit the Industry
- d. In order to enhance the number of opportunities available to students of vocational training for gaining hands-on experience, the two parties agree to collaborate to identify and implement programs such as providing apprenticeships, Recognition of Prior Learning (RPL) on the job projects and other short-term arrangements as may be worked out.
- e. Industry can associate with the DWSSC to set up Centre of Excellence wherein Training & Assessment programmes can be performed.

2.2 Hope Ek ASHA hereby undertakes the following :-

- a. DWSSC in association with Industry can assess the Skill Gap & incorporate in the QPs & NOSs. QPs being developed by DWSSC, will be validated by the Industry Partner.
- b. That it endorses the process of accreditation, assessment and certification being done by the DWSSC and will give priority to hiring candidates certified by the DWSSC.
- c. That it agrees in principle to the payment of a placement fee for such trained candidates. Amount of placement fees would be mutually decided on case to case basis.
- d. Industry Partners shall register & update their manpower requirements for DWSSC Job Roles on ASEEM (Aatmanirbhar Skilled Employee Employer Mapping) portal. This portal acts as a directory of the skilled workforce and provides a platform to bridge the supply of skilled workforce with the market demand. Link to register on ASEEM portal is "<https://smis.nsdcindia.org/>".



2.3 DWSSC hereby undertakes the following:

- a. For the purpose of meeting the objectives of the agreement the 'Industry Partner' will nominate dedicated personnel, as may be required to carry out the work in coordination with the DWSSC.
- b. DWSSC will provide all necessary support to 'Industry Partner' as envisaged in this agreement such as coordination with all stakeholders, other joint activities, monitoring of progress and organising periodical meetings with 'Industry Partner'.
- c. DWSSC will be mainly responsible for implementation and monitoring of various joint activities undertaken by both the parties.
- d. Industry can contribute Articles, Achievement & Advertisement etc. in DWSSC newsletter which is circulated on PAN India basis.

ARTICLE III : FUTURE COOPERATION

The present MOU describes the general condition and arrangements for future cooperation between the parties. The details for the efficacious implementation of this MOU including consideration shall be jointly worked on mutually acceptable terms and conditions.

Signed at New Delhi on 21st day of March 2023.

For and on behalf of

DOMESTIC WORKERS SECTOR SKILL COUNCIL

Name : Ms *Mona Gupta*

Title : Chief Executive Officer, DWSSC

WITNESS : *JITIN SUKHWANI*

Jitin Sukhwani
20/04/2023

For and on behalf of

Hope Ek ASHA

Name : *Harish C. Chawla*

Title : Secretary General

WITNESS : *Poojan Singh*

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