

## Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made on this 31st day of March, 2015

Between

The National Skill Development Agency, an autonomous body under the Ministry of Skill Development and Entrepreneurship, Government of India, having its principal office at 9<sup>th</sup> Floor, NDCC-II, Jai Singh Road, New Delhi -110001 (herein referred to as "NSDA", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, assigns and nominees)

And

The National Commission for Vocational Qualifications (Commission Nationale de la Certification Professionnelle – CNCV), established by the Social Modernisation Act of 17 January 2002, by the Parliament of the France, and having its principal office at 1, Avenue due Strade de France, 93210 Saint Denis, Paris, (herein referred to as "CNCV", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and assigns)

(Each of the above being hereinafter referred to as a "Party" and jointly as the "Parties")

### WHEREAS

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- A. NSDA has been notified by the Government of India to achieve the skill development targets for the XII Five-Year Plan and beyond, and to undertake various activities that would be necessary for achieving these objectives.
  - B. The Government of India notified the National Skills Qualifications Framework (hereinafter, "NSQF") on 27<sup>th</sup> December 2013, with the NSDA as the body responsible for anchoring and implementing the NSQF. One important element of the NSQF is that a register of qualifications that are approved and available shall be maintained and regularly updated. The register shall be the official national public record of all Indian qualifications aligned to NSQF and is hereinafter referred to as "Qualifications Register" or "QR".
  - C. CNCV was established to develop individual entitlements and new benchmarks for the purpose of validating both vocational experience and lifelong learning. At a European and international level, the CNCV provides support for the transparency of qualifications and professional mobility.
  - D. The CNCV is responsible in France for maintain the National Register of Vocational Certifications (Répertoire National des Certifications Professionnelles, hereinafter referred to as the "RNCP"), which is the national reference framework for France in respect of all diplomas and qualification documents that helps to facilitate job access, management of human resources and professional mobility. The certifications listed in the RNCP are recognized throughout France.
  - E. In furtherance to the objectives identified during a study tour to France (under the India-EU Skill Development Project) by officers of the NSDA, other government officials as well as members of industry in India, the Parties have agreed to create a cooperation link and work together to mutually benefit from their shared experiences in relation to the maintenance of qualifications registers for their respective countries (hereinafter, "the Collaboration").



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**NOW THEREFORE, THE PARTIES AGREE TO AS FOLLOWS:**

**1. Objectives**

The objectives of the Collaboration are as under:

- 1.1. Understand the knowledge base and learnings of developing and implementing the RNCP in France and the QR in India
- 1.2. Work out methods of cooperation in the area of qualifications register between India and France
- 1.3. Execute the implementation of the Qualification Register in the Indian context

**2. Role and Responsibility of NSDA**

The role and responsibilities of the NSDA under this MOU would be as under:

- 2.1 Co-ordinate the efforts/activities for timely delivery of the objectives
- 2.2 Initiate the process of populating the qualifications register using the lessons learned from the Collaboration.
- 2.3 Share such material and experiences with the CNCP as the latter may request

**3. Role and Responsibility of the CNCP**

The role and responsibilities of the CNCP under this MOU would be as under:

- 3.1 Share learning materials, experiences and expertise to transmit the knowledge base available with them
- 3.2 Co-operate with NSDA in fulfilling the efforts/activities for timely delivery of objectives of the Collaboration.
- 3.3 Share such material and experiences with the NSDA as the latter may request

**4. Duration for this MOU**

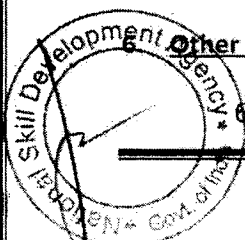
The duration of this MOU would be for two years. Provided that the MOU can be extended for such further periods as the Parties may decide by mutual agreement.

**5. Financial arrangements**

- 5.1 Each Party shall bear its own costs for the activities to be undertaken by it as part of the Collaboration. However, funding of some of the activities between the linked institutions can be requested from the India-EU Skills Development project.
- 5.2 All activities under the MoU shall be undertaken with the aim of supporting the skill development activities of each Party, and not for profit.

**6. Other Provisions**

- 6.1 The Parties shall prepare a plan of action for the Collaboration within three months



months of the signing of the MOU. Thereafter, the Parties shall meet at least once every six months, at mutually agreed locations, to review the progress that the Collaboration has made in the previous period.

6.2 There shall be an Oversight Committee comprising of the following, that shall meet once every six months, alternatively in France and India, to review the progress made in implementing the objectives of the MOU:

- a) Secretary, Ministry of Skill Development and Entrepreneurship, Government of India, or his representative
- b) President, CNCP
- c) Director General, NSDA

6.3 The Parties acknowledge that each Party shall be disseminating the findings of the Collaboration publicly, and this information would be widely used by persons engaged in skill development.

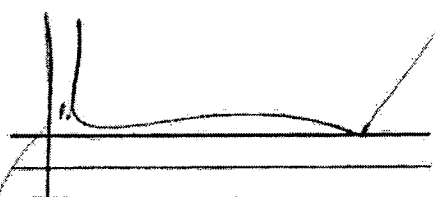
6.4 This MOU can be amended or modified only in a writing signed by both Parties.

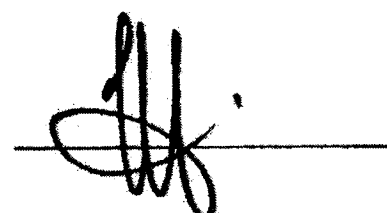
6.5 In case any disputes arise in implementing the MoU, these shall be resolved amicably by mutual consultation

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS MOU IN DUPLICATE ON THE DAY AND THE YEAR HEREINAFTER INDICATED.

For and on Behalf of the NSDA

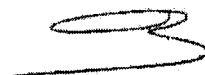
For and on behalf of CNCP

  
Name: Jai Prakash Rai  
Designation: Director General, NSDA

  
Name: ASSERAF George  
Designation: 2nd CNCP

Witnesses:

Meghna Sharma  
(MEGHNA SHARMA)  
CONSULTANT, NSDA

Witness   
BOUQUET BRIGITTE  
Représentant général