

Memorandum of Understanding

Between

the Government of Republic of India

and

**the Government of United Kingdom of
Great Britain and Northern Ireland,**

on

Cooperation in the Field of

**Skill Development, Vocational Education and
Training**

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered on the xx day of xxxxxx, 2018 by and between:

The Government of the Republic of India, represented by the Ministry of Skill Development and Entrepreneurship
and

The Government of United Kingdom of Great Britain and Northern Ireland, represented by the Department for International Development (DFID) (hereinafter referred to singularly as "the party" and collectively as "the parties".)

I. Background

- I.1 In 2016 the parties announced a joint commitment for collaborating on aspects of Skill Development and Entrepreneurship for India and the United Kingdom, crucial for social and economic development of both countries.
- I.2 The Government of United Kingdom is supporting the Skill India Mission through various initiatives including (i) Centre for Excellence for automobile sector in Pune, (ii) the U.K. India Education Research Initiative (UKIERI) project, and upcoming phase 3 of the project (iii) the Department for International Development (DFID) Technical Assistance, (iv) British Council Division's work with World Skills and research with National Skill Development Agency (NSDA), (iv) contributions made by UK corporates operating in India and (v) upcoming joint DFID and Foreign and Commonwealth Office (FCO) Technical Assistance programme (vi) promotion of Government to Business (G2B) and Business to Business (B2B) cooperation between the two countries.
- I.3 The parties herewith confirm their willingness to cooperate and strengthen these efforts further and promote future collaborations through the areas of cooperation as outlined in the following sections of this MoU.

II. Purpose and Objectives

- II.1 The MoU will build on existing successes and promote greater future collaboration in domains such as strengthening skill delivery in high demand sectors where UK has technical and skilling expertise, capacity building of institutions by facilitating the links between UK and Indian corporates & institutions, technical assistance for apprenticeships, quality assessment and certification.
- II.2 It will facilitate and strengthen India-UK institutional cooperation on skills to include policy development, leveraging of finance, knowledge exchange, research, high level visits and any other area of mutual interest.
- II.3 The parties, subject to the terms of this MOU and the laws, rules, regulations and national policies in force in each country, agree to strengthen, promote and develop

cooperation in the field of skill development between the two countries on the basis of equality and mutual benefit.

- II.4 The broad objective of this MOU is to facilitate arrangements and understandings that will lead to cooperation and coordination of activities and interventions for Skill Development of both the countries. MoUs for the implementation of specific projects are not affected by this umbrella arrangement and will run their course in accordance with the governance mechanisms respectively agreed for them.

III. Areas of Cooperation

Each party shall, subject to the laws, rules, regulations and national policies in force in each country, endeavour to encourage and promote cooperation in the following areas;

- III.1 To engage in the skills sector and also consolidate its (existing and future) interventions under a structured G2G mechanism.
- III.2 To ensure sharing of expertise and experience of both the countries to benefit the portfolio and deliver greater impact.
- III.3 To provide a high-level strategic platform to foster India and UK partnership on skills and to discuss areas of collaboration
- III.4 To address challenges in skills sector and promote areas of business cooperation in the sector.
- III.5 To ensure that private sector investors in the skills sector are provided adequate support by the G2G mechanism to perform more efficiently based on the feedback from the industry on the operational challenges faced by them.
- III.6 Any other areas of cooperation in the field of skill development to be mutually agreed by the parties.

IV. Roles and Responsibilities

- IV.1 In implementing this MOU, the Parties, shall encourage and facilitate, where appropriate, cooperation between their respective Government agencies, institutions, organisations, private partners and other entities of both the countries.
- IV.2 Government agencies of the parties may conclude under this MOU implementing agreements or arrangements, as appropriate, in specific areas of skill development. These implementing agreements or arrangements may, inter alia, specify:
- IV.2.1 The purpose and scope of cooperation,
- IV.2.2 Procedures for personnel exchanges or program participation,
- IV.2.3 The participating institutions responsible for the implementation of such agreements or arrangements,
- IV.2.4 The financial arrangements and extent of financing of such cooperation,
- IV.2.5 The issues related to intellectual property
- IV.2.6 Procedures for the exchange of Governmental information,
- IV.2.7 Procedures related to the potential need for the temporary suspension of activities.

V. Joint Steering Committee

- V.1. A Joint Steering Committee (JSC) on Skill Development Cooperation (hereinafter referred to as "JSC") shall be established to implement this MOU.
- V.2. The composition of the JSC will be mutually decided by the parties to ensure adequate representation of relevant Central Ministries/Departments, subject matter experts and other stakeholders, including the private sector.
- V.3. The JSC shall be responsible for the following;
 - V.3.1 To steer the effective implementation of this MOU by involving all concerned institutions and organizations,
 - V.3.2 To identify priorities of cooperation between the two countries and provide directives to implementing agencies,
 - V.3.3 To draft executive programmes for cooperation in Skill Development,
 - V.3.4 To monitor and facilitate the activities and programs under this MOU,
 - V.3.5 In performing its functions, the JSC, if necessary, create temporary "Joint Sub-Committees" or working groups to study and make recommendations on specific issues.
 - V.3.6 The JSC will be constituted soon after signing the MoU and shall meet for its first meeting within six months. The JSC will meet at least once in six months to monitor the progress made under the MoU.

VI. Protection of Intellectual Property Right (IPR)

- VI.1 The Intellectual Property Rights shall be protected and enforced by each party in accordance with its national laws, rules and regulations.
- VI.2 Use of the logo or official emblem of a party or its Government agencies on any document created under this MOU is prohibited without the prior written approval of that party.

VII. Revision, modification and amendment

- VII.1 Either party may request in writing for a revision, modification or amendment of all or any part of this MOU,
- VII.2 Any revision, modification or amendment agreed to by the parties shall be in writing and shall form an integral part of this MOU from the date of enforcement decided by both the parties,
- VII.3 Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this MOU before or upto the date of such revision, modification or amendment.

VIII. Settlement of disputes

VIII.1 Disputes arising out of the interpretation, implementation or application of any of the provisions of this MOU shall be settled amicably through mutual discussions between the Parties without referring to any third party or international tribunal.

IX. Duration and termination

IX.1 This Memorandum of Understanding comes into force on the date of its signing i.e. 17.04.2018 and shall remain in force for the period of three years from the date of its signing.

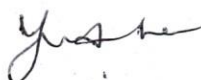
IX.2 Thereafter, the duration of the MOU may be extended if both the parties mutually agree for the same.

IX.3 Either party may terminate the cooperation under this MOU by giving written notice to the other party, at least 90 days prior to its intention to do so.

IX.4 Unless otherwise agreed by the parties in writing, the termination of this MOU shall not affect the implementation of any activity under this MOU.

IN WITNESS, WHEREOF, this MOU has been duly executed in London, as of the date first written above.

For Government of India, through MSDE

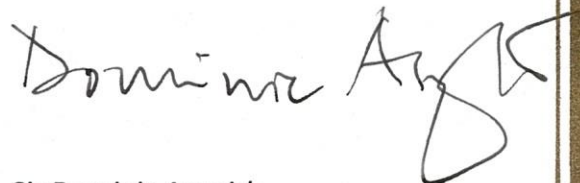


H.E. Y.K. Sinha

High Commissioner of India

To the United Kingdom

*The Government of United Kingdom
of Great Britain and Northern Ireland
through*



Sir Dominic Asquith

*British High Commissioner to the
Republic of India*