

**Memorandum of Understanding**  
**between Ministry of Skill Development & Entrepreneurship, the**  
**Republic of India and The Ministry of Human Resources and**  
**Social Security, the People's Republic of China on cooperation in**  
**the field of Vocational Education and Skill Development**

The Ministry of Skill Development & Entrepreneurship of the Republic of India (MoSDE) and the Ministry of Human Resources and Social Security of the People's Republic of China (MoHRSS) (hereinafter referred to individually as 'the "Party"' and collectively as "the Parties");

**RECALLING** the Joint Statement of 19 September 2014 between the Republic of India and the People's Republic of China on Building a Closer Development Partnership;

**DESIRING** to promote and expand bilateral cooperation in the field of Vocational Education and Skills Development (VE and SD);

**INTENDING** to strengthen technical cooperation between the Parties through sharing experiences, best practices and knowledge in the field of Vocational Education and Skills Development (VE and SD);

**PURSUANT** to the prevailing laws and regulations in their respective countries,

Have reached the following understanding:

**ARTICLE I**  
**OBJECTIVE**

This Memorandum of Understanding (MoU) sets out the nature and scope of cooperation between the Parties to strengthen, promote and develop cooperation in the field of VE and SD.

**ARTICLE II**  
**DESIGNATED AUTHORITY**

1. The designated authority responsible for the implementation of this MoU shall be the MoSDE and the MoHRSS.
2. Specific projects under this MoU may be proposed, formulated and agreed upon by both Parties for implementation.
3. Such projects shall require the implementing agencies to enter into separate agreements, detailing the scope of work, terms and conditions, project duration and financial arrangements.

**ARTICLE III**  
**AREAS OF CO-OPERATION**

This cooperation between the two Parties shall include but not be limited to the following areas of VE and SD, within their national objectives and the relevant laws as may be applicable:

- i. Capacity Development: MoHRSS may help in the capacity development of India's VE and SD officials and staff.
- ii. Advisory Services: MoHRSS may provide advisory services to enhance planning, management and delivery of VE and SD in India, including the setting up of vocational training institutes/centre or schools.

- iii. Training of Trainers.
- iv. Development of competency standards.
- v. Development of curriculum and instructional materials
- vi. Any other areas mutually agreed upon between the Parties.

From time to time, both Parties may explore other mutually beneficial projects, such as linkages between the Industrial Training Institutes (ITIs) and Central Training Institutes in India and Vocational Training Centers, Institutes and Agencies in China.

#### **ARTICLE IV**

##### **JOINT WORKING GROUP**

1. The Parties shall constitute a Joint Working Group (JWG) on VE and SD which will be the platform for dialogue and exchange of information to facilitate cooperation, foster partnership and review progress in the field of VE and SD cooperation.
2. The JWG will be co-chaired by designated representatives of both Parties and will meet alternately in India and China once every year. Both Parties shall determine the composition of the JWG for their sides.

#### **ARTICLE V**

##### **FINANCIAL ARRANGMENTS**

1. The financial arrangements for the co-operative activities undertaken within the framework of this MoU shall be mutually agreed upon by the Parties on a case-by-case basis, subject to the availability of funds.

2. Notwithstanding Article V, Paragraph 1, expenses for organizing the JWG meetings shall be borne by the host Party. The sending Party of the JWG, if any, shall bear its own travel and living expenses.

## **ARTICLE VI**

### **PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

Each Party will protect, within its territory, intellectual property rights of the other Party in accordance with laws in force in their respective countries.

## **ARTICLE VII**

### **CONFIDENTIALITY**

Each Party undertakes to observe the confidentiality and secrecy of documents, information and other data received from, or supplied to the other Party during the period of the implementation of the MoU or any other agreements made pursuant to this MoU.

## **ARTICLE VIII**

### **SUSPENSION**

Each Party reserves the rights for reasons of national security, national interest, public order or public health to suspend temporarily either in whole or in part, the implementation of this MoU. The suspension shall take effect immediately after written notification has been given to the other Party through diplomatic channels.

## **ARTICLE IX**

### **REVISION, MODIFICATION AND AMENDMENT**

1. Either Party may request in writing a revision, modification or amendment of all or any part of this MoU.
2. Any revision, modification or amendment agreed to by the Parties shall be reflected in writing and shall form part of this MoU.
3. Such revision, modification or amendment shall enter into force on such date as may be determined by the Parties.

## **ARTICLE X**

### **SETTLEMENT OF DISPUTES**

This MoU is not an international treaty and does not create rights and obligations for the Parties governed by international law. Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicable through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.

## **ARTICLE XI**

### **ENTRY INTO FORCE, DURATION AND TERMINATION**

1. This MoU shall be valid for a period of five years. Thereafter, both Parties shall review the status of this cooperation and may extend it on such terms as mutually agreed.

2. This MoU shall come into effect on the date of its signature. Notwithstanding Article XI paragraph 1 above, either Party may terminate this MoU by notifying the other Party in writing at least ninety (90) days in advance of such termination.

3. Unless otherwise agreed by the Parties, the termination of this MoU shall not affect the implementation of on-going activities and/or programmes, which have been agreed upon before the date of termination of the MoU.

Signed on 15 May 2015 at Beijing in two originals each in Hindi, Chinese and English, all text being equally authentic. In case of divergence in interpretation the English text shall prevail.



For

**Ministry of Skill  
Development &  
Entrepreneurship,  
Republic of India**



For

**Ministry of Human Resources  
and Social Security,  
People's Republic of  
China**