

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered on **30 day of December, 2019 at New Delhi**

### BETWEEN

**MINISTRY OF HOUSING & URBAN AFFAIRS (MoHUA)**, is a Ministry under the Government of India, and having its office at Nirman Bhavan, New Delhi, 110011 (hereinafter called "**First Party**", is projecting its mission DAY-NULM (defined in below in recital) which shall unless repugnant to the context shall mean and include its successors, assignees and administrators) of the **One PART**.

### AND

**INDIAN PLUMBING SKILLS COUNCIL (IPSC)**, is a non- profit company registered under section 25 of the Companies Act 1956 (now section 8 of Companies Act, 2013), and having its Corporate Office at Unit-606, 6th Floor, DLF Prime Tower, Okhla Phase-1, New Delhi – 110020 (herein after called "**Second Party**" which shall unless repugnant to the context shall mean and include its successors, assignees and administrators) of the **Other PART**.

DAY-NULM and IPSC are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

**WHEREAS, Deendayal Antyodaya Yojana-National Urban Livelihoods Mission (DAY-NULM)** is an urban livelihoods mission & a strategic program of MoHUA, which aims to reduce poverty and vulnerability of the urban poor households by enabling them to access gainful self-employment and skilled wage employment opportunities, resulting in an appreciable improvement in their livelihoods on a sustainable basis, through building strong grassroots level institutions of the poor. The mission also aims at providing shelters equipped with essential services to the urban homeless in a phased manner. In addition, the mission addresses livelihood concerns of the urban street vendors by facilitating access to suitable spaces, institutional credit, social security and skills to the urban street vendors for accessing emerging market opportunities.



**WHEREAS, IPSC** shall function as Project Implementing Agency (PIA) through this MoU as it was established with a Purpose to ensure that Skilled and Certified Manpower, in adequate numbers, is provided across industries using plumbing skills and to raise plumbing standards in India to global levels.

**WHEREAS, DAY-NULM** and the States (wherein "States" would refer to States and Union Territories of India, where DAY-NULM is under implementation), are active partners in implementation of DAY-NULM;

**AND WHEREAS** Both the Parties represent that they have full power and authority to enter into this MoU and perform the agreed services, and have the necessary authorization to perform their respective obligations under this MoU. Further, both of the Parties express their willingness and agree to cooperate by recognizing the importance of commercial and social development of the urban poor of India and are desirous to provide the benefits and support to stakeholders i.e. various States represented through the **State Missions** (wherein State Missions denote State Urban Livelihoods Missions /State Urban Development Authority/any other department designated to implement the Mission at State level), and **Training Centers** (herein after referred to as "**TPs**"), with a focus on strengthening the skill trainings and generating employment opportunities in the Plumbing sector for the urban poor. The State-wise training targets as per available training capacities are indicated in **Annexure IV**.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND OTHER OBJECTIVES MENTIONED HEREIN, THROUGH THIS MOU BOTH DAY-NULM AND IPSC WISH TO RECORD THEIR INTERESTS AS FOLLOWS:**

1. DAY-NULM and IPSC by executing this MoU are agreeing to provide:
  - i. Skill training and employment to identified candidates, who are willing to work in plumbing sector, and
  - ii. Up-skill the semi-skilled plumbing workers to a skilled category as per the targets and timeline, details of which are mentioned in **Annexure-I**.
2. The State Missions under guidance of DAY-NULM undertake the





deliverables, as outlined under **Annexure-II**.

3. IPSC shall function as Project Implementing Agency (PIA) and implement the skill training through training centers associated for the purpose of this MoU. IPSC shall undertake deliverable as outlined in **Annexure-III**.
4. Skill training, certification, assessment, placement by IPSC and payment by State Mission to IPSC will be done as per Employment Through Skill Training & Placement (EST&P) guidelines (available at [www.nulm.gov.in](http://www.nulm.gov.in)). IPSC will make payment to the training centres as per EST&P guidelines.
5. This MOU shall come into force from date of execution and remain in force for a period of 6 months thereafter ("Term"), unless renewed by mutual consent of Parties in writing.
6. The Parties agree that this MoU can be terminated on the ground of non-compliance of the agreed terms under this MoU by either Party or by mutual consent or by giving a notice of 30 days to the other Party, without providing any reason.
7. Any alternation or modification in terms of this MOU can only be on mutually agreed terms and conditions in writing by way of addendum and only become effective on signing by authorized representatives of each Party on such addendum.
8. All right, title and interest in the respective trademarks, trade names, service marks, logos, materials and formats shall lawfully belong solely and exclusively to the respective Parties and no other Party shall claim adversely to or challenge the rights of the lawful owner with respect to other's intellectual property rights. Both the parties agree that no logos shall be used without the permission of its owner.
9. Both Parties agree to hold information such as trade secret, skill training module and such information which has specifically marked as 'confidential' provided by the other Party by virtue of this MOU, in strict confidence, and not to release or divulge to any third Party without intimation to other party unless it is generally known or available to



public or in compliance to court order or required to furnish under any applicable Indian law.

**10.** The validity, interpretation, implementation and resolution of disputes arising out of or in connection with this MOU shall be governed and construed by the laws of India. The Parties agree that all matters arising out of this MoU shall be subject to the exclusive jurisdiction of the courts or tribunals (as the case may be) at **Delhi**, India. If a dispute, controversy or claim arises out of or relates to this MoU, or breach, termination or invalidity thereof, and if such dispute, controversy or claim cannot be settled and resolved through negotiation either by senior nominated members or the Authorized representatives of both the Parties within a period of 60 days from dispute date, in case the issue or claim is not resolved in good faith then same shall be referred to and finally resolved by arbitration seated in New Delhi in accordance with the Arbitration and Conciliation Act, 1996, and the amendments thereto.

#### **11. General Terms & Conditions**

- a. Additional Documentation:** Each Party hereto shall promptly execute and deliver such additional documents as are reasonably required by any other Party hereto for the purpose of implementing this MoU, provided that no such document shall be inconsistent with the provisions hereof.
- b. Notices:** All notices to any Party shall be in writing properly addressed to the address mentioned on the first page with Party's name or to such other address as may be provided from time to time by a Party, by registered post and mail or courier. Any such notice sent by registered mail or courier shall be deemed to have been received by the other Party within 48 (forty eight) hours from the time of its posting.
- c. Severability:** The illegality or invalidity of any part of this MoU shall not be deemed to prejudice the enforceability of the remainder, which shall be severable from there from unless such illegality or invalidity of such part is material to this MoU.

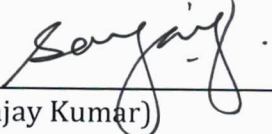




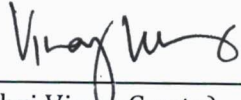
- d. **Third Parties:** Except as expressly provided herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person other than the Parties hereto and their successors or permitted assigns, any rights, benefits or remedies of any kind whatsoever under or by reason of this MoU.
- e. **Indemnity:** IPSC shall at all times defend, indemnify and hold DAY-NULM and state Mission and its employees (collectively, the "Indemnified Parties"), harmless from and against any claims, demands, loss, damage or expense arising out of or due to non-performance of the obligations or non-compliance of the provisions of this MoU by IPSC, without limitation, claims for personal injury, death or damage to property or other demands; or any alleged violation by the Indemnifying Party of any law, statute, regulation or ordinance.

**IN WITNESS WHEREOF THE PARTIES TO THIS MOU HAVE EXECUTED IT ON THE DAY AND YEAR FIRST HEREIN MENTIONED.**

**For M/o Housing and Urban  
Affairs  
(Authorized Signatory)**


  
(Shri Sanjay Kumar)  
Joint Secretary and Mission  
Director (DAY-NULM),  
Ministry of Housing and Urban  
Affairs, Government of India,  
Nirman Bhawan, Maulana Azad  
Road, New Delhi- 110011


**For Indian Plumbing Skills  
Council (IPSC)  
(Authorized Signatory)**

  
(Shri Vinay Gupta)  
Vice Chairman,  
Indian Plumbing Skills Council,  
606 & 609 Tower C,  
DLF Prime Towers,  
Okhla Phase I,  
New Delhi- 110020

**Place: New Delhi  
Dated: 30th December, 2019**

**WITNESSES:**

(First Party)   
Name: NIRAJ KUMAR  
Address 334-C, Nirman  
Bhawan, New Delhi-110011

(Second Party)   
Name: VARUN TANDON  
Address Indian Plumbing  
Skills Council, New Delhi