

**MINISTRY OF LABOUR & EMPLOYMENT**  
**DIRECTORATE GENERAL OF EMPLOYMENT**

**NATIONAL CAREER SERVICE (NCS) PROJECT – PARTNERSHIP POLICY**

India has a significant advantage of a young population and a declining dependency ratio, offering huge potential for a demographic dividend. There are, however, challenges which need to be addressed for fully reaping this unique dividend in the global scenario. In the last decade, the growth of economy at an annual rate of around 8% was accompanied by a low growth in jobs at below 1%. The proportion of persons in the labour force declined from 43% in 2004-05 to 39.5% in 2011-12, with a sharp drop in female participation rate from 29% to 21.9%. Although the overall unemployment rate is at 2.2%, the unemployment rates for youth in the age group 15 to 29 years and particularly those possessing secondary level of education and above, are higher. More than 52% of the workers are engaged in self-employment and a significant proportion of women workers are primarily home based.

2. The National Career Services (NCS) initiative aims to address the gaps in the employment market by strategic interventions and partnership with leading institutions and organisations, improving decent employment, enhancing quality of workforce, enhancing female labour force participation, entrepreneurial endeavours, informal to formal transition, engaging with rural workforce for higher productivity, re-employment (second-life) opportunities etc. will be the **focus areas (Annex-I)**.

3. Under the NCS initiative, the NCS Portal ([www.ncs.gov.in](http://www.ncs.gov.in)) will be the platform where the various stakeholders will be interacting for exchange of career and employment related opportunities. The institutions and organisations partnering with the Directorate General of Employment (DGE), Ministry of Labour and Employment, will offer the various services through this platform and leverage the network of career centres (employment exchanges) in the delivery of these services some of which are listed below:

- a) On-line registration of candidates
  - PAN/Aadhaar based verification

- Search for vacancies, counsellors etc.
  - Rich career content
  - Participation in Job fairs
  - Seek counselling services
- b) On-line registration of establishments
- Posting and managing job vacancies
  - Search for skilled workforce
  - Participate in Job fairs
- c) On-line registration of counsellors
- PAN/Aadhaar based verification
  - Provide counselling services
- d) Online registration of local service providers (plumbers, drivers, electricians etc.)
- e) Multiple delivery channels
- Employment Exchanges (Career Centres)
  - Common Service Centres (CSCs)
  - Internet and mobile based access
- f) Value Added Services like updates/notifications/alerts through SMS, E-mail, and IVRS etc.
- g) Multi lingual Call Centre services for helping candidates and establishments in registration, profile updation etc.

4. The National Career Service (NCS) portal envisages stakeholders' partnership in the career development space. These stakeholders are the following:

- i) State governments
- ii) Various departments of the central government
- iii) Private organizations including corporate, aggregators, placement agencies, private job portals etc.

5. An integral component of the NCS Project is the establishment of Model Career Centres in collaboration with the States. These Centres will have adequate facilities and infrastructure for delivery of various services to the stakeholders and can be subsequently

replicated at other locations. The NCS is also establishing a network of Career Counsellors where the model career centres will become the hub of Career Counselling in their area offering a variety of other services like information on skill development courses, internship, career counselling, entrepreneurship etc.

6. The NCS makes available a rich repository of career content on over 3000 occupations across 52 sectors. The services under NCS are available online and can be accessed directly, through career centres, Common Service Centres, mobile devices, cyber cafes etc. The NCS Portal will also facilitate organisation of job fairs where both employers and job seekers can interact. A dedicated helpdesk (multi-lingual) is also available from Tuesday to Sunday on 1800-425-1514 for assisting users.

7. The NCS Portal provides an open architecture for partnering of institutions and organisations for delivery of career and employment related services. The NCS Portal may develop specific pages to help categorise and improve delivery of services in the focus areas or otherwise. The partnering institutions will be provided appropriate space and links on the NCS Portal to improve delivery of services on a **non-exclusivity** basis and be amenable to the monitoring systems.

#### **CONDITIONS OF ELIGIBILITY FOR PARTNERSHIP AND APPROVAL PROCEDURE**

8. NCS project intends to partner with leading institutions/ organisations which are involved with career and employment related activities. The eligibility criteria for institutions applying for such partnership is given in **Annex II** and needs to be filled up along with statement of purpose as a part of the proposal while forwarding to :

Directorate General of Employment  
Ministry of Labour & Employment  
Government of India  
Shram Shakti Bhawan, Rafi Marg  
New Delhi - 110119  
Telefax: 011 – 23350896

9. After processing and approval of the proposal, the partnering institution will need to abide by the terms and conditions specified by the **Annex III** and sign an MOU with the DG

Employment as per the format given at **Annex IV**. If the Partnering Institution/Organisation deviates or violates any of the terms and conditions contained in Annex III and IV, the DGE may terminate this arrangement forthwith.

#### **DURATION OF ENGAGEMENT**

10. The partnership arrangement would be for a period of one year or more, extendable to a period of three years subject to the provisions mentioned in the MOU. The arrangements can be terminated from either side giving a notice period of one month and can also be extended beyond three years based on mutual arrangements and agreements.

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**National Career Service (NCS) Focus Areas**

The focus areas for the National Career Service platform are listed below:

- a. Enhancing career and employment opportunities
- b. Counselling and guidance for career development
- c. Focussing on decent employment
- d. Enhancing quality of workforce
- e. Enhancing female labour force participation
- f. Encouraging entrepreneurial endeavours
- g. Focussing on inclusive growth initiatives
- h. Engaging with rural workforce for higher productivity
- i. Re-employment opportunities for returning and retired workforce
- j. Transition of workforce from informal to formal sectors

The above list is indicative (and not exhaustive) and the Central Government may add to this list from time to time based on the needs of the economy and society for improving the employment market. Specific interventions could be designed on the NCS for one or more of the above focus areas.

**Eligibility for Partnering Institutions under NCS**

A. The organizations and institutions partnering with the NCS need to meet the following eligibility criteria:

1. The Organization/Institution should be working in one or more of the following areas:
  - a. Career development and its coordination
  - b. Employment services like staffing, placement, recruitment
  - c. Promoting commerce, industry and entrepreneurship for direct and indirect employment.
2. The Organization/Institution should be registered in India under one or more of the following Acts/Authorities:
  - a. Societies Registration Act
  - b. Indian Trusts Act
  - c. Companies Act
  - d. Shops and Establishments Act
  - e. Central or State Government Authority/Statute
3. The Organization/Institution must have been in operation for a minimum of 2 years from the date of submission of application. In case of organizations providing highly skilled employment/career services, this criteria may be relaxed.
4. The applicant must have a minimum of 50 employees on its payroll as on 1<sup>st</sup> April of the financial year of submission of application. In case of organizations providing highly skilled employment/career services, this criteria may be relaxed.
5. The organization must not have been blacklisted by any Central or State Government department in the last three years of the date of submission of proposal

B. **Organizational Details**

Information about the Organization should be furnished in the format (Form NCS/PP-1) along with the proposal:

1. Name of Organization/Institution
2. Institutional Contact Details: Registered office address in India; Phone number; E-mail id
3. Organization PAN/TAN No.
4. Organization Type (Society/Public/Private Ltd./Undertaking etc.)
5. Registration Details:
  - a. Registration Authority
  - b. Registration Number
  - c. Date of registration
6. Details of registration with professional association
  - a. Name of Professional Body
  - b. Registration Number
  - c. Date of Registration
7. Industry sector of operation (Automobile/Telecom/Manufacturing/Retail etc.)
8. Description of business
9. Years of Operation
10. Contact Person details:
  - a. Name
  - b. Designation
  - c. Contact Number
  - d. Email ID
  - e. PAN/Aadhaar Number
11. Audited Balance Sheets and P&L accounts for the last 2 years
12. No. of Employees as on 1<sup>st</sup> April of the financial year of submission of application
13. Employment opportunities generated in the last 1 year (direct and indirect)
14. Commitment of potential number of economic opportunities to be created in the next 2 years

**Terms and Conditions for NCS Partnering Institutions**

1. The Organization/Institution should abide by the policies and regulations under the National Career Service as amended from time to time.
2. The Organization/Institution should abide by the laws of the land including IT Act, Labour Laws, Environmental Laws, etc.
3. The Organization/Institution should ensure that the information drawn from the portal is not used for any other purpose nor sold (commercially or otherwise), disseminated in any manner to any other agency/institutions than for employment related activities, without consent of the agency/individual.
4. Jurisdiction for any disputes arising from and related to this contest shall be NCT of Delhi, India.
5. It may be understood that allowing an Organization/Institution to post opportunities on the NCS portal does not grant any recognition or special status to the Organization/Institution and such information may not be cited anywhere without prior written consent of the Ministry of Labour and Employment.
6. Government would not be held liable for loss of any data technical or otherwise, or of the profile/ insertion or information/data or particulars supplied by user due to acts of God as well as reasons beyond its control like corruption of data or delay or failure to perform as a result of any cause(s) or conditions that are beyond Government of India's reasonable control including but not limited to strikes, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, distributed denial of service attacks, virus attacks, war and natural calamities.
7. The organization/Institution will put in their best efforts to popularize the use of NCS, including the approved logo, by way of publicity and branding in their initiatives.



## Template for Memorandum of Understanding (MoU)

### Memorandum of Understanding

This Memorandum of Understanding (“**MoU**”) entered into on this \_\_\_\_\_ (“**Effective Date**”) at New Delhi.

#### **BY and Between**

The Ministry of Labour and Employment, Government of India having its office at Shram Shakti Bhawan, Rafi Marg, New Delhi-110119, and represented by the office of the Director General Employment, (hereinafter referred to as “**MoLE**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns), of the **FIRST PARTY**;

#### **And**

<< **Partnering Institution**>> (hereinafter referred to as the “**Service Provider**”), incorporated under the << Registering Authority/Act>> and having its registered office at << Address>>, India and providing the job seeking, career management, recruitment and talent management capabilities in the country since << Year >>, which expression shall mean, unless the context otherwise provides its successors, administrators, permitted assigns etc., **the Second Party**.

For the purposes of this MoU, the MoLE and << **Partnering Institution**>> shall be individually referred to as “**Party**” and collectively as “**Parties**”.

#### **WHEREAS:**

- A. MOL&E is transforming the National Employment Service comprising a network of over 978 Employment Exchanges into National Career Service (NCS) by leveraging information technology to improve the delivery of services. The NCS portal provides a nation-wide online platform for jobseekers and employers for job matching in a dynamic, efficient and responsive manner. The NCS also makes available a rich repository of career content on over 3000 occupations across 52 sectors. The services under NCS are available online and can be accessed directly, through career centres, Common Service Centres, mobile devices, cyber cafes etc.
- B. The NCS portal facilitates registration of job seekers, job providers, skill providers, career counsellors, etc. The portal provides job matching services in a highly transparent and user

friendly manner. These facilities along with career counselling content will be delivered by the portal through multiple channels like career centers, mobile devices, CSCs, etc.

**<< Partnering Institution major activities>>**

C.

D.

E.

F. The Parties understand that this MoU shall be construed on a best efforts basis and hence, this legally non-binding MoU sets for the term and conditions under which the MoLE and Service Provider will engage in a mutually beneficial relationship for increasing employability, assisting placement and/or facilitating job search/opportunities for the persons under various categories skills and vocational training initiatives of MoL&E.

**NOW, THEREFORE**, the Parties hereby understand as follows:

Clause 1. Best Efforts of Service Provider

Service Provider will provide the following services:

1.1

1.2

1.3

Clause 2. Best Efforts of the MoLE

The MoLE will:

2.1 The MoL&E will facilitate the necessary integration and exchange of database of candidates under various categories of the NCS portal with Service Provider's Portal. The Service Provider shall provide the data structure etc. as required and develop the technology interfaced required at their end. The MoL&E undertakes to provide the database of candidates that are PAN/Aadhaar/Employment Exchange Verified for the jobs that get listed on NCS portal.

2.2 NCS registered candidates will be able to avail the benefits of the services offered on the Service Provider's portal/platform.

2.3 Candidates will be tagged as "verified" based on verification authentication provided by NCS.

2.4 The MoL&E will duly acknowledge the contribution of the Service Provider in the area of operations of the MoU and take measure(s) to promote the activities as may relate directly to its own area of operations.

2.5 The terms and conditions of collaboration with the third Parties will also be mutually decided between the Parties

Clause 3. Confidentiality

The Parties acknowledge that, in the course of their negotiations under this MOU, it may be necessary for one Party to provide documentation, technical and business information and/or intellectual property, in whatever form recorded (collectively, "Confidential Information"), to the other Party. All Confidential Information provided or disclosed by either Party hereunder shall remain the property of the furnishing party, and shall be held in strict confidence by the receiving Party, unless the furnishing Party otherwise consents in writing or unless disclosure of such Confidential Information is required by the applicable laws. Confidential Information furnished by any Party hereunder:

- 3.1 shall not be reproduced or copied, in whole or in part, by the receiving Party except for use as specifically authorized by this MOU;
- 3.2 shall, together with any copies thereof, be returned the disclosing Party, or at the request of the disclosing Party, destroyed, when no longer needed for purposes of this MOU; and
- 3.3 shall only be disclosed by the receiving Party to its employees who have a need to know such Confidential Information in connection with the performance of this MOU; and who have agreed to comply with the confidentiality obligations set forth herein.

Clause 4. Termination

4.1 This MoU will be valid for an initial period of one year, extendable to a period of 3 years from the date of its signing and may be further renewed / extended on mutually agreed terms and conditions. In the event of breach of any of the terms, the non-breaching Party shall have the right to terminate this MoU, by giving 30 days prior written notice to the other Party.

Clause 5. Governing Law

5.1. This MoU shall be governed by and construed in accordance with the laws of the Republic of India, and the Parties shall be subject to the jurisdiction of the courts of New Delhi. This MOU supersedes all prior discussions and understandings (whether oral or written, including all correspondence) between the Parties with respect to the subject matter of this MOU, and this MOU constitutes the sole and entire understanding between the Parties with respect to the subject matter hereof. No amendment or modification to this MOU may be made except by as agreed in writing by authorized representatives of both the Parties.

Clause 6. Counterparts

6.1. This MoU may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be executed and acknowledged by their respective officers or representatives hereunto duly authorized, as at the place and of the date first above written.

SIGNED AND DELIVERED by the within named

\_\_\_\_\_, on behalf of the First Part

SIGNED AND DELIVERED by the within named

\_\_\_\_\_, on behalf of the OTHER Part

Witness 1

Signature:

Name:

Occupation:

Address:

Witness 2

Signature:

Name:

Occupation: