MEMORANDUM OF UNDERSTANDING

1. THIS MEMORANDUM OF UNDERSTANDING (HEREINAFTER REFERRED TO AS ‘MoU’) IS EXECUTED ON THIS 20TH DAY OF DECEMBER, 2017.

BETWEEN:
MINISTRY OF RURAL DEVELOPMENT, GOVERNMENT OF INDIA, having its Office at Rural Skills division (DDU-GKY), Ministry of Rural Development, 3rd Floor, Eastern Wing, 124 Janpath, New Delhi 110 001, INDIA, represented by its authorized signatory Shri. Anil Subramaniam, working as Director, DDU-GKY, Ministry of Rural Development, and hereinafter referred to as ‘PRINCIPAL’ (which term shall unless it be repugnant to the context or meaning thereof mean and include its administrators, successors and assigns) of the One Part,

AND:
INDO GERMAN TOOL ROOM (IGTR) AURANGABAD, a Government of India Society under Ministry of Micro, Small & Medium Enterprises, (MSME), New Delhi is a Government Agency as defined vide Notification No. 65/2017 dated 30th November, 2017 of Ministry of Rural Development, New Delhi having its office at P-31, MIDC, Chikalthana Industrial Area, Aurangabad - 431 006, Maharashtra, India represented by its authorized signatory, Mr. H.D. Kapse, working as Managing Director and hereinafter referred to as the “Government Agency” (which term shall unless it be repugnant to the context or meaning thereof mean and include its successors in interest, subsidiaries, affiliates, group companies and assigns) of the Other Part;

WHEREAS:
(a) Principal is implementing a placement linked skill development program called the Deen Dayal Upadhyaya Grameen Kaushalya Yojana (DDU-GKY), which aims at alleviation of rural poverty through skill development and regular job placement for poor rural youth.
(b) Government Agency has expressed its willingness to extend its network of training facilities to train trades and specific skills as mentioned and attached in Annexure (1) and provide employment to rural poor youth as prescribed under DDU-GKY guidelines.
(c) Government Agency is also aware that the applications for new projects have to be made at central portal for DDU-GKY in terms of under DDU-GKY guidelines, as may be applicable from time to time.
(d) Government Agency is aware that the respective States (in case of Action Plan state) and MoRD (in case of Year Program) will sanction the projects based on norms applicable under Guidelines for the scheme as may be applicable from time to time.

Anil Subramaniam/Anil Subramaniam
Director
Ministry of Rural Development, Government of India

[Signature]
2. PURPOSE OF MoU
TRAINING, PLACEMENT UNDER THE MoU

(a) The MoU between the ‘Principal’ and Government Agency /Organization confirms that the Government Agency is committed to train at least 2000 candidates in first 2 years and place at least 70% in terms of DDU-GKY Guidelines.

(b) Government Agency commits to undertake skill training courses aligned with National Skill Qualification Framework (NSQF) under National Council for Vocational Training (NCVT) or Sector Skill Councils (SSCs) or any other courses notified by Principal.

(c) Government Agency confirms that the starting pay (Cost to Company) for all placements, under the ‘Government Agency’ program shall be at least Rs. 8000/- per month.

(d) Government Agency confirms to have a minimum capacity of concurrent training of 500 candidates.

IEC- CO-BRANDING UNDER THE MoU

(g) Under the MoU the Government Agency will create co-branded training centers. Such Skill Training Centers will be named as “IGTR-DDU-GKY Skills Academy”.

(h) The Government Agency under this MoU shall undertake IEC (information, education and communication) campaigns which shall showcase the high quality and approach of training, training methodology, trainers, employment of candidates in its DDU-GKY project.

(i) All “IGTR-DDU-GKY Skills Academy” will prepare co-branded training materials, Videos and PPTs.

(j) “IGTR-DDU-GKY Skills Academy” will also conduct various activities such as quiz, participative competitions, field trips and other activities to sustaining and increase the Trainees involvement, improve awareness of the program and increase aspiration.

3. TERMS & CONDITIONS

(a) The tenure of this MoU shall be for a period of 3 Years, commencing from 20th December, 2017 and ending on 19th December 2020 unless the term is extended by mutual consent of the parties.

(b) Either of the parties hereto shall be entitled at its sole discretion to terminate this MoU, forthwith by giving 30 days' notice to the other party, of its intention to terminate this MoU. Upon termination of the MoU all confidential information shall be returned to the respective owning party and each party shall not showcase, use, promote, represent, co-brand or communicate any such arrangements or agreements under this MoU.
4. COMMUNICATION & CONFIDENTIALITY

(a) All information disclosed by the Party to the other Party under this MoU and any related agreements and know-how and other confidential and proprietary information relating to the their Business (collectively “Confidential Information”), will be kept confidential by the Party receiving such information and will not be used by such Party other than in connection with this MoU and the related agreements, except with the expressed consent of the parties.

(b) All notices, requests or other communications under this MoU shall be in writing and issued by Speed post/email to the other party’s address given above.

5. AMENDMENTS

(a) No amendment or change to any provision of this MoU, nor consent to any departure by any Party from such provision, shall be effective unless it is made in writing and duly executed by or on behalf of both the Parties.

(b) The Parties may by mutual consent in writing by way of Supplementary MoU, carry out desired amendments, modifications and changes in this MoU. The Supplementary MoU shall be Co-terminus and be treated as part of this MoU.

6. MISCELLANEOUS

(a) Nothing herein shall be taken to constitute a legal partnership between the Parties hereto, nor shall the Parties have the authority, by virtue of the execution and implementation of this MoU or otherwise, to bind or impose any obligations on the other Party in any other way other than explicitly set out herein.

(b) This MoU may be executed simultaneously in two counter parts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

(c) This MoU contains the entire understanding of the parties with respect to the subject matter contained herein and supersedes all prior understandings and undertakings, both oral and written, between the Parties with respect thereto.

(d) The Government Agency is aware that the signing of this MoU does not automatically entitle him to project sanction, for which it shall have to duly apply and shall be considered by the competent authority.

[Signature] ANIL SUBRAMANIAM

Director

[Signature] H[Signature]

[Stamp] Page 3 of 4
IN WITNESS WHEREOF, the parties have hereunto set their respective hands to these presents on the day, month and year first above written.

Signed Sealed and Delivered by the Within named "PRINCIPAL"
Represented by its Authorized Signatory

Anil Subramaniam
Director
DDU-GKY MoRD, New Delhi

Signed Sealed and Delivered by the Within named "GOVERNMENT AGENCY"
Represented by its Authorized Signatory,

Mr. H.D. Kapse
Managing Director
MSME-IGTR, Aurangabad

H. D. Kapse
Managing Director
Indo German Tool Room
Aurangabad.

In presence of:

1. LAJJI VATI HAJARI

2. SHAHID LAL

In presence of:

1. MURTaza HUSSAIN

2. SIMERNEET BAJWA
# Revised Proposal Skill Development Training Programmes - Year 2017-2018 (Residential / Non Residential)

**Customer:** Maharashtra State Rural Livelihood Mission (MSRLM) Govt. of Maharashtra & Ministry of Rural Development (MORD) Govt. of India  
**Project:** DDU-GKY Skill Development Training Programmes for Youth of Maharashtra State

**Proposal Code:** MH2017GO1547420170609062450

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<tr>
<th>Sr. No.</th>
<th>Title of the Training Programme</th>
<th>Qualification Code</th>
<th>NSQF Level</th>
<th>Entry Qualification (Basic Education)</th>
<th>Duration in Months</th>
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**Total:** 2000

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*Anil Subramaniam, Director*

Maharashtra Government / Government of India

Krishi Bhawan, New Delhi

*Signature*

**Job/DOUGKY PRO/2017-18**