To,

CEO/ MDs of SRLMs/ State Nodal Skill Missions of the States & UTs implementing Sagramala DDU GKY Convergence Programme. [As per list attached.

Sub: Information regarding MoU Signing between MoRD & Krishnapatnam Security Services Pvt. Ltd. under Sagarmala DDUGKY Convergence Program

Sir/Madam,

I am directed to inform that with the approval of Competent Authority in the Ministry and following due procedures of Eol, Krishnapatnam Security Services Pvt. Ltd has been shortlisted to implement Sagarmala DDUGKY Convergence program in 6 States and 3 UTs as Captive Employer PIA.

2. It is also informed that the Organization has signed a MoU with MoRD on 11th July 2019 as a Captive Employer. The copy of MoU is attached for your kind perusal.

3. The States are requested to make note of the same and provide the benefits of Captive Employer to the PIA as per condition 3 of MoU.

Yours faithfully,

(Dr. Sandeep Sharma)
Joint Director (RL)

Copy to:

1. Mr. T Rajendra Prasad, Executive Director, Krishnapatnam Security Services Pvt. Ltd
2. Shri D K Rai, Director, Sagarmala Cell, MoS
3. Shri Sharda Prasad, Advisor (Skills & Livelihood) Sagarmala Cell, MoS
4. DG, NIRDPR
5. Director (M&E), NIRDPR
6. VP, Skills NABCONS
7. ICT PMU Team for uploading the MoU on the Website
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MEMORANDUM OF UNDERSTANDING

1. THIS MEMORANDUM OF UNDERSTANDING (HEREIN AFTER REFERRED TO AS ‘MoU’) IS EXECUTED ON THIS 11 DAY OF JULY, 2019

BETWEEN:

MINISTRY OF RURAL DEVELOPMENT, GOVERNMENT OF INDIA, having its Office at Rural Skills division (DDU-GKY), Ministry of Rural Development, 7th Floor, NDCC-II, Jai Singh Marg, New Delhi 110001, INDIA, represented by its authorized signatory Shri Virendra Sharma, working as Director (RURAL SKILLS), DDU-GKY, Ministry of Rural Development, and hereinafter refer red 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:

KRISHNAPATANAM SECURITY SERVICES PVT. LTD, a Company/Organization incorporated/registered under the Companies act of 1956/2013 / <Relevant Act>, having it Corporate/ Office at represented by its authorized signatory, T RAJENDRA PRASAD, Executive Director/KSSPL and hereinafter referred to as the “Captive Employer” (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 Sagarmala-Deen Dayal Upadhyaya Grameen Kaushalya Yojana (DDU-GKY), which aims coastal community skill development and regular job placement for coastal youth.

(b) Captive Employer has expressed its willingness to extend its national network of training facilities to train (please fill in the trades and specific skills in which the CE commits to train the candidates) and provide employment to rural poor youth.

\[Signature\]
(c) Captive Employer is also aware that the applications for new projects have to be made at central portal for DDU-GKY to access funds under DDU-GKY guidelines, as may be applicable from time to time.

(d) Captive Employer 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.

2 PURPOSE OF MoU

TRAINING, PLACEMENT AND CAREER PROGRESSION UNDER THE MoU

(a) The MoU between the ‘Principal’ and Captive Employer Organization confirms that the Captive Employer Organization is committed to train at least 1000 candidates in 2 years and place at least 70% as per DDUGKY Norms. 40% of total candidates trained are required to be placed in ‘Captive Employment’ or Affiliate Companies/subcontracting companies, in terms of DDU-GKY Guidelines.

(b) Captive Employer commits to undertake skill training courses as per the annexure of courses.

(c) Captive Employer confirms that the starting pay (Cost to Company) for all placements, under the ‘Captive Employer’ program, shall be at least Rs. 10000/- per month.

(d) Captive Employer commits to ensure that at least 50% of total placed candidates by it shall be able to draw a CTC of Rs. 15,000/- per month at the end of one year of placement.

(e) The Captive Employer makes a commitment to accredit 50% of its trainers deployed in a DDUGKY project in Year 1 of project implementation, and ensure that all its trainers in the project are accredited by end of Year 2 of the project.

(f) The Captive Employer commits to assure availability of a clearly defined career progression pathway (up to the supervisory level) in 4 years to a candidate skilled under its DDU-GKY project.
IEC- CO-BRANDING UNDER THE MoU

(a) Under the MoU the Captive Employer will create co-branded training centers. Such Skill Training Centers will be named as “<Captive Employer – Sagarmala- DDU GKY Skills Academy>”.

(b) The Captive Employer 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 and career progression of candidates in its DDU-GKY project.

(c) All “<Captive Employer – Sagarmala- DDU GKY Skills Academy>” trainees shall wear a unique Name Badge with the academy name and her/his level of certification (as per the career path) in their employment.

(d) All “<Captive Employer – Sagarmala- DDU GKY Skills Academy>” will prepare co-branded training materials, Videos and PPTs.

(e) “<Captive Employer – Sagarmala- 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. Advantages of Captive Employers under DDU-GKY

Under Sagarmala - DDUGKY guidelines a ‘Captive Employer’, is provided:

(a) Category “A” Status amongst PIAs(Project Implementation Agencies / Training Partners. (Section 4.7, Table 5.1,c) of Program Guidelines

(b) Second Highest Priority amongst the eight sub-categories of Category “A”(Section 5.12 of Guidelines)

(c) An Inter-se Priority as Category ‘A’ over categories B & C.

4. TERMS & CONDITIONS
(a) The tenure of this MoU shall be for a period of 3 Years, commencing from 11 July 2019 and ending on 10 July 22.

(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.

5. 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.

6. 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.
7. 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 Captive Employer 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.

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

Signed Sealed and Delivered by the
Within named “CAPTIVE EMPLOYER”
Represented by its Authorized Signatory,

In presence of:

1. 
2. 

IN WITNESS WHEREOF, the parties have here unto set their respective hands to these presents on the day, month and year first above written.