

महाराष्ट्र MAHARASHTRA

2022

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### Memorandum of Understanding

For

Undertaking Skill Development Activities Under Provision of Flexi MoU Scheme

Between

Directorate General of Training (DGT)

Ministry of Skill Development & Entrepreneurship, Govt. of India

*[Signature]*





**AND**

**BSA Corporation Limited**

**(Registered Under Companies Act 1956)**

**Office No.18-20, II Floor, Sukhwani Fortune, Morwadi Road, Pimpri,  
Pune, Maharashtra - 411018**

This Memorandum of Understanding ("MoU") is entered on the ..... at **New Delhi**.

**Between**

**Directorate General of Training**, Ministry of Skill Development & Entrepreneurship,  
Government of India (hereinafter referred as DGT) having its office at Kaushal Bhavan, B-2, Pusa  
Road, Karol Bagh, New Delhi - 110005

**AND**

**BSA Corporation Limited**(Registered Under Companies Act 1956) (hereinafter referred to as  
**BSA**) Office No. 18-20, II Floor, Sukhwani Fortune, Morwadi Road, Pimpri, Pune - 411018

Whereas -

1. The parties hereto mutually agree to enter into a MoU for undertaking Skill Development Activities Under Provision of Flexi MoU Scheme of Ministry of Skill Development & Entrepreneurship (Scheme Guidelines are annexed as Schedule - I to this MoU)
2. The Directorate General of Training (DGT) under the aegis of Ministry of Skill Development & Entrepreneurship is apex organisation for development and coordination at National level programmes relating to long term Vocational Training and Employment Services including the Flexi MoU Scheme.
3. Ministry of Skill Development & Entrepreneurship (MSDE) introduced the concept of Flexi - MoU in the year 2014 and policy guidelines for the same were implemented vide letter dated 31 July 2014, which were later revised on 28 February, 2019 vide letter reference no. MSDE (DGT)-19/11/2016-CD
4. Flexible Memorandum of Understanding or Flexi - MoU Scheme is designed to cater the need of both industry as well as trainee, allowing industries to train candidates as per their skill set requirements and providing trainees with an industry environment aligned with market demand and latest technology to undergo training. The scheme gives the industry the flexibility to create tailored skilling programmes with customized courses, having content and curriculum that is market relevant and meets the industry requirements.







5. **BSA**, a leading company working in Manufacturing of Auto Components, Facility Management & skill Development and its business need large number of skilled resources across the length and breadth of the country and hence has approached DGT for signing Memorandum of Understanding under the Flexi-MoU and conduct skill development activities as an Industry Training Provider (ITP). This MoU shall help cater to development of skilled resources for

- Manufacturing
- Service Industry
- Banking & Finance (BFI's)
- Retail
- IT & ITE's
- Logistic

6. DGT is pro - active in transforming country's youth into industry ready workforce. In its quest to be an enabler of market relevant skilling activities and sustainable / inclusive Skill Development, DGT intends to sign this MoU with **BSA**.

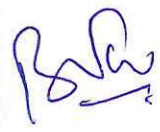
7. **BSA**, a leading Manufacturing, Facility Management & Skill Development Company in India and is registered Under Companies Act 2013 and incorporated on September 2000. It has its registered office at Office No. 18-20, II Floor, Sukhwani Fortune, Morwadi Road, Pimpri, Pune - 411018.

It works in Manufacturing/Service Industry/Facility Management/Providing Integrated Education/Establishing Industrial plants/factories/workshops and various consultancy service

#### **I. Objective:**

DGT and BSA have mutually agreed to enter into a Memorandum of Understanding with following objectives:

- A. Provide an opportunity to the youth to acquire skills related to automobile and manufacturing industry through ' Learn and Earn' approach consisting of a mix of theoretical and On-the-job Training (OJT) components and hence improve their employment potential.
- B. To contribute in the overall growth of Automobile and Manufacturing industry by creating a pool of skilled manpower



## II. Role of DGT:

1. Create awareness about Flexi-MoU among all the stakeholders within the skill ecosystem, and regularly publish list/details of new MOU's signed with Industrial Training Partners on scheme portal.
2. Review and approve curriculum and content developed by ITP i.e. BSA for courses/training to be conducted under this MoU.
3. Create provision on DGT/scheme portal for registration of ITP, uploading trainee details, registration for online/computer-based exams, issue of admit card, uploading of formative assessment marks, marksheet generation and issue of e- Certificate.
4. Provide credentials and access to the portal for ITP's trainees and other stakeholders.
5. Issue Admit Cards and conduct theoretical exams for enrolled candidates.
6. Issue e-NTC (National Trade Certificate) to successful candidates.

## III. Role of Industry Training Partner (ITP), BSA:

- a. Identify the Industry needs, ensuring that the course curriculum has high employment potential.
- b. Develop tailored courses and curriculum as per industry requirements and get the same approved by DGT (Proposed tentative course is attached herewith as Annexure B).
- c. Fulfil infrastructure requirements of the course i.e space norms such as class-room, workshop, training centre and basic amenities in training wing, access to IT lab along with faculty
- d. Provide access to machinery, equipment and technology required for training
- e. Provide qualified Trainers, Supervisors and Support staff for classroom training, and industry training. Additionally, theoretical training component could be outsourced or conducted through skill universities/other partners (Maximum 30% of the total course duration/hours)
- f. Conduct the mobilization and trainee selection process as per selection criteria laid down by Industrial training Partner itself. Upload details of trainees selected on scheme portal.
- g. Conduct in-house assessment and award marks for practical and formative assessment
- h. Upload formative and practical examination marks of candidates on scheme portal
- i. Facilitate for theory exam to be conducted DGT. Including examination fee payment as actual or as decided by DGT for the same.

*[Handwritten signature]*





- j. Orient the trainee at the time of admission regarding discipline, attendance, leave and other rules and regulations as applicable to industry. It is advisable that candidates are informed in writing about the terms and conditions of the Industry where they are to undergo training to avoid any sort of complications later.
- k. Provide employment to at least 50% of trained candidates as per scheme guidelines
- l. In case of hazardous industries, before signing the MOU, Industry shall disclose the conditions (in consultation with DGT & state directorate) like minimum age & level of medical fitness (e.g. Colour blindness) etc. as per Industrial safety norms applicable in the Industry should ensure that the trainees are provided all necessary safety equipment's and instructions before commencement of the training.
- m. ITP shall create an internal committee for managing trainee grievance similar to the provisions made for regular employees of ITP.
- n. The ITP must train a minimum of 100 trainees per annum with a cap of 1000 trainees per annum. The maximum cap may be raised to 2500, upon mutual consultation between DGT and ITP, if the ITP has trained a minimum of 500 candidates in previous year successfully without any complaints and has achieved 70% placement. Performance of a year will be calculated from the date of enrolment of the first batch under flexi MoU
- o. The ITP shall follow Flexi-MOU guidelines issued by DGT (ref annexure 1) and/or any modifications /notifications to same issued from to time by DGT

#### IV. Validity

The MOU is valid for three years from the date of signing. It can be extended on similar or such other terms as may be agreed between parties by mutual consent.

#### V. Arbitration

In the event of breach of this Agreement /MOU the DGT and BSA shall make reasonable efforts to reach an amicable settlement thereof. If they cannot reach an amicable settlement all disputes arising in connection with this agreement thereof shall be referred to the secretary, Ministry of Skill Development & Entrepreneurship. The decision of secretary, Ministry of Skill Development & Entrepreneurship shall be final and binding on both. The city of arbitration shall be New Delhi, India

#### VI. Termination Of MOU

DGT and ITP are free to terminate the MOU at 3 Months' notice outlined in the Flexi-MOU Guidelines. However, this shall not affect the candidates already enrolled.






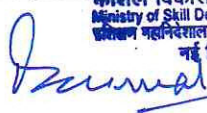





**VII. Other Conditions**

1. Both the parties agree that others logo shall be used in all promotion documents, concerned by other party and related to training only, but not any commercial purposes.
2. Any amendment or change in the scope of work or terms of engagement under the MOU could be affected from time to time with mutual consent and in writing.
3. It is clarified that parties will mutually discuss and consult each other for any provision arising out of this agreement in order to identify and decide upon the manner in which the activities are to be done. Parties will agree upon their role and related activities from time to time by way of exchanging letters or E-mails.
4. Severability: If any provision of this MoU is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this MoU, and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereto agree to use their reasonable efforts to negotiate a valid or enforceable provision which achieves to the greatest extent possible the objectives of the invalid or unenforceable provision as a substitute for any such invalid or unenforceable provision.
5. No Party hereto shall be liable for any delay or failure to comply with its obligations under this MoU that is caused by circumstances beyond its reasonable control. Non-exhaustive illustrations of such circumstances are war, riots, explosions, abnormal weather conditions, fire, flood, earthquakes or similar natural calamity, nation-wide or regional strikes and lockouts, pandemic, lockdowns, Government action or regulation and nation-wide or regional power failures.

**In Witness Whereof, the parties hereto have executed this Agreement by their duly authorized officers or representatives.**

<p>For and on behalf of DGT</p>  <p>अतुल कुमार तिवारी, मा.प्र.से./Anil Kumar Tiwari, I.A.S. विश्व कौशल, प्रौ. महानिदेशक/Spl. Secretary, Director General (Trg.) भारत सरकार/Govt. of India कौशल विकास एवं उद्यमशीलता मंत्रालय Ministry of Skill Development and Entrepreneurship प्रधान महानिदेशक/Directorate General of Training नई दिल्ली/New Delhi</p>	<p>For and on behalf of BSA Corporation Limited</p>  <p>For BSA CORPORATION LTD.</p>  <p>Authorised Signatory</p>
<p>Witness I :</p>  <p>Name : ANIL KUMAR Location : Director-CD Dgt, ng, New Delhi</p>	<p>Witness II:</p>  <p>Name : AKSHAY KADAM Location : New, Delhi</p>

