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Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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Memorandum of Understanding for

Undertaking Skill Development activities under provisions of Flexi-MoU scheme



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Between

Directorate General of Training (DGT)
Ministry of Skill Development & Entrepreneurship, Govt. of India
AND
Lava International Limited



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This Memorandum of Understanding ("MOU") is entered on the 22nd June 2021 at New Delhi

Between

DIRECTORATE GENERAL OF TRAINING, MINISTRY OF SKILL DEVELOPMENT AND ENTREPRENEURSHIP, Government of India, having its office at Kaushal Bhawan, B-2, Pusa Road, Karol Bagh, New Delhi — 110005, through its authorised signatory Ms. Neelam Shami Rao (hereinafter referred to as "DGT", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns)

AND

LAVA INTERNATIONAL LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at B-14, House No. 2, Basement, Shivlok Commercial Complex, Karampura, New Delhi – 110015 and its corporate office at A-56, Sector -64, Noida-201301, through its authorized signatory Mr. Bibhash Deb (hereinafter referred to as "LAVA", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns)

WHEREAS

1. The Directorate General of Training (DGT) under the aegis of Ministry of Skill Development and Entrepreneurship is the apex organization for development and coordination at National level for the programmes relating to long term Vocational Training including the Flexi-MoU scheme.
2. Ministry of Skill Development and Entrepreneurship (MSDE) introduced the concept of Flexi-MoU in the year 2014 and policy guidelines for the same were implemented vide letter dated 31st July 2014, which were later revised & latest revision released on 28th February, 2019 vide letter ref no. IMSDE (DGT)-19/11/2016-CD, dated 14.03.2019.
3. Flexible Memorandum of Understanding or Flexi-MoU scheme is designed to cater to the needs of both industry as well as trainees, allowing industries to train candidates as per skill set requirements of industry and providing trainees with an industry environment aligned with the 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.
4. Lava International Limited is inter alia engaged in the business of manufacture, distributing, selling, promotion and marketing of mobile phones, accessories, spare parts etc. The company has manufacturing facilities located at A 154, Sector 63, Noida, Uttar Pradesh, India. This facility has a capacity to produce



over a 4.08 cr Mobiles Phones annually with more than 977 direct suppliers. The overall Mobile phone industry in India offers employment in the areas of manufacturing, sales and service of Mobile Phones and skilling of manpower in these areas contributes to the economic performance of the Nation as a whole.

5. Lava International Limited, and its business partners need large number of skilled resources across the length and breadth of the country and hence has approached DGT for signing of Memorandum of Understanding under the Flexi-MoU Scheme and conduct Skill Development activities as an Industrial Training Provider (ITP). This MoU shall help cater to development of skilled resources for including but not limited to:
 - a. Manufacturing Units
 - b. Mobile Refurbishment & Re-cycling Units
 - c. Mobile Repairing/Service Units
6. DGT is pro-active in transforming country's youth into industry ready workforce. In view of the foregoing and in its quest to be an enabler of market relevant skilling activities, and sustainable/inclusive Skill Development, DGT intends to sign this MoU with Lava International Limited.
7. Accordingly, the Parties hereto mutually agree to enter into this MoU for undertaking Skill Development activities under the Flexi-MoU scheme of Ministry of Skill Development and Entrepreneurship (scheme guidelines are annexed as Schedule-I to this MOU).
8. The LAVA fulfils the eligibility criteria as laid down in section 4(i) of the scheme guidelines (Supporting document Annexed).

I. OBJECTIVE

DGT and LAVA have mutually agreed to enter into this Memorandum of Understanding with following objectives:

- A. Provide an opportunity to the youth to acquire skills related to Mobile Phone 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 Mobile 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 MoUs signed with Industrial Training Partners on scheme portal.
2. Review and approve curriculum and content developed by ITP 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, mark sheet generation and issue of e-Certificate.
4. Provide credentials and access to portal for ITP's trainees and other stake holders.
5. Issue Admit Cards and conduct theoretical exams for enrolled candidates.
6. Issue e-NTC to successful candidates.

III. ROLE OF INDUSTRY TRAINING PARTNER (ITP - LAVA)

1. Identify the training needs for ensuring that the developed course has high employment potential.
2. 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).
3. Fulfil infrastructure requirements of the course, i.e. space norms such as class room, workshop, training centre and other basic amenities in training wing, access to IT lab along with faculty.
4. Provide reasonable access to machinery, equipment and technology required for training.
5. 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).
6. Conduct the mobilization and trainee selection process as per selection criteria laid down by Industrial Training Partner itself. Upload details of trainees selected on the scheme portal.
7. Conduct in-house assessment and award marks for practical and formative assessment.
8. Upload formative and practical examination marks of candidates on scheme portal.
9. Facilitate for theory exam to be conducted by DGT. Including examination fee payment as actual or as decided by DGT for the same.

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10. 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 complication later.
11. ITP shall make best efforts for placement of at least 50% of the total successful trainees trained under the flexi MoU as mutually agreed between DGT and LAVA.
12. In case of hazardous industries, before signing the MoU, Industry shall disclose the conditions (in consultation with DGT & State Directorate) like minimum age and level of medical fitness (e.g. colour blindness) etc. as per the industrial safety norms applicable in the industry. ITP should ensure that the trainees are provided all necessary safety equipment and instruction before commencement of the training.
13. ITP shall create an internal committee for managing trainee grievance similar to the provisions made for regular employees of ITP.
14. The ITP shall follow Flexi-MoU guidelines issued by DGT (refer Annexure I) and/or any modifications/notifications to same issued from time to time by DGT.
15. The ITP (LAVA) must train a minimum of 100 trainees per annum with a cap of 1000 trainees per annum. The maximum cap would be raised to 2500 per annum, if the ITP has trained a minimum of 500 candidates in previous year successfully without any complaints and has achieved 70% placements. Performance of a year will be calculated from the date of enrolment of the first batch under flexi MOU.

IV. VALIDITY

This MoU is valid for three years from the date of signing. It can be extended in slots of 3 years 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 LAVA shall make reasonable efforts to reach an amicable settlement thereof. If they cannot reach an amicable settlement all disputes arising in connection with this MoU thereof, the same shall be referred to 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 the arbitration shall be New Delhi, India.

VI. TERMINATION OF MOU

DGT and ITP (LAVA) are free to terminate the MoU at 3 months' written notice as outlined in the Flexi-MoU Guidelines. However this shall not affect the training of candidates already enrolled.



VII. OTHER CONDITIONS

1. Both the parties agree that each other's logo shall be used in all promotion documents, concerned by other party and related to training only, but not for any commercial purposes.
2. Any amendment or change in the scope of work or terms of engagement under the MoU could be effected 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 MoU 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 emails.
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, 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 & on behalf of Directorate General of Training, Ministry of Skill Development and Entrepreneurship, Government of India</p>  <p>Name: Neelam Shami Rao Designation: Director General Directorate General of Training</p>	<p>For & Behalf of Lava International Limited</p>  <p>Name: Bibhash Deb Designation: VP & Head – Legal and Taxation</p>
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Annexure A

(Eligibility as per Section 4 (i) of Flexi MOU Scheme Guidelines dated 28/02/2019)

- i. Industry/Organization – under this provision, eligible industries will directly enter into an agreement/MoU with DGT. Industries meeting the following criteria are eligible –

Sr. No.	Stipulated Eligibility Condition	Eligible	Remarks
1.	Industry must be an eminent Manufacturing/ Service Sector /IT & ITES industry with a minimum strength of 500 employees.	Yes	Documents submitted
2.	Industry must have minimum annual turnover of INR 100 crores and positive net- worth during the last 3 fiscal years.	Yes	Audited Balance Sheets Submitted
3.	Industry may be a Limited Company, Private Limited Company, State Undertaking, Public Sector Establishments, or Central Sector Establishments.	Yes	ROC Certificate attached



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Annexure B

The proposed course/trade to be run by Lava International Limited under Flexi MOU
Smart Manufacturing Operator – NSQF Level 4, Electronics Sector (Engineering)
Duration: 2 years

Note:

The proposed course shall be NSQF Aligned. This is indicative course and the name of actual course may vary and shall be finalised with DGT's consent.



Handwritten signature in blue ink.