

Memorandum of Understanding
for
Undertaking Skill Development activities under provisions of Flexi-MoU
scheme
Between
Directorate General of Training (DGT)
Ministry of Skill Development & Entrepreneurship, Govt. of India
AND
NMDC Limited
Hyderabad

This Memorandum of Understanding ("MOU") is entered on the 30th Day of August, 2019 at New Delhi

Between

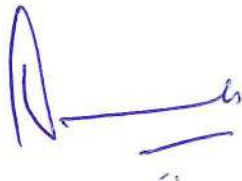
Directorate General of Training, Ministry of Skill Development and Entrepreneurship, Government of India (hereinafter referred to as **DGT**), having its office at KaushalBhawan, B-2, Pusa Road, Karol Bagh, New Delhi – 110005

AND

NMDC Ltd., registered at Registrar of Companies (hereinafter referred to as **NMDC**) having its office atKhanijBhavan, Masab Tank, Hyderabad, Telangana.

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 and Employment services 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 on 28th February, 2019.



3. Flexible Memorandum of Understanding or Flexi-MoU scheme is designed to cater to the needs 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 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. NMDC Iron and Steel Plant, a unit of NMDC Ltd. situated in Nagarnar, needs large number of skilled manpower and hence has approached DGT for signing of MoU 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 units.
5. 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 NMDC Ltd. Hyderabad.
6. NMDC Limited is one of India's Leading Mining Company, having its integrated Steel Plant, NMDC Iron and Steel Plant at Nagarnar, Jagdalpur, Distt. Bastar, Chhattisgarh having annual capacity of 3MT. The product of company would be hot rolled coil.
7. The Parties hereto mutually agree to enter into a 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*).

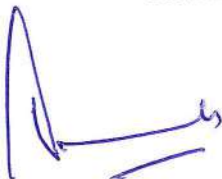
I. Objective

The objective of MoU is as follows:

- A. Provide an opportunity to the Land losers who have been absorbed on the roles of NISP as per agreement with State Government to acquire skills related to Steel Industry through an approach consisting of a mix of theoretical and On-the-job Training (OJT) components and hence improve their skill to work successfully in Steel Plant.
- B. To contribute in the overall growth of Iron and Steel industry by creating a pool of skilled manpower

II. Role of DGT

- 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.



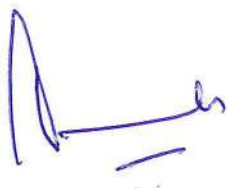
- Review and approve curriculum and content developed by ITP i.e. NMDC Ltd.
- Create provision on DGT/scheme portal for registration of ITP, uploading trainee details, registration for online/computer based exams, issue of admit card, uploading of formative assessment marks, marksheet generation and issue of e-Certificate.
- Provide credentials and access to portal for ITP's trainees and other stake holders.
- Issue Admit Cards and conduct theoretical exams for enrolled candidates.
- Issue e-NTC to successful candidates.

III. Role of Industry Training Partner (ITP), NMDC Ltd.

- Identify the training needs, ensuring that the course has high employment potential.
- Develop tailored courses and curriculum as per industry requirements and get the same approved by DGT.
- Fulfill infrastructure requirements of the course, i.e. space norms such as class room, workshop, training center and other basic amenities in training wing, access to IT lab along with faculty.
- Provide access to machinery, equipment and technology required for training.
- Provide qualified Trainers, Supervisors, and Support Staff for classroom training, and industry training.
- Conduct in-house assessment and award marks for practical and formative assessment.
- Upload formative and practical examination marks of candidates on scheme portal.
- Facilitate for theory exam to be conducted by DGT. Including examination fee payment as actual or as decided by DGT for the same.
- 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.
- Provide employment to 100% of trained candidates as per scheme guidelines.
- 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.

IV. Validity

This 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



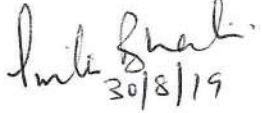

In the event of breach of this Agreement/MoU the DGT and NMDC Ltd. shall make reasonable efforts to reach and amicable settlement thereof. If they cannot reach an amicable settlement all disputes arising in connection with this Agreement thereof the same shall be referred to Secretary, Ministry of Skill 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 are free to terminate the MoU at 3 months' notice as outlined in the Flexi-MoUGuidelines. However this shall not affect the candidate already enrolled.

VII. Other Conditions

- 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 any commercial purposes.
- 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.
- It is clarified that parties will mutually discuss and consult each other for any provision arising out of this agreement in order to indentify 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.

<p>For and on behalf of DGT,</p> <p> 30/08/19</p> <p>Sh. Deepankar Mallick Designation: Deputy Director General of Training Directorate General of Training On 30th Aug. 2019</p> <p><small>प्रशिक्षण महानिदेशक/ Directorate General of Training विकास एवं उद्यमशीलता मंत्रालय Ministry of Skill Development and Entrepreneurship भारत सरकार / Govt. of India नई दिल्ली / New Delhi</small></p>	<p>For and on behalf of NMDC Ltd.,</p> <p> 30.8.2019</p> <p>Sh. Birendra Kumar Madhaya Designation: Deputy General Manager (Pers) NMDC Limited On 30th Aug. 2019</p> <p><small>NMDC Iron & Steel Plant एनएमडीसी ओरिसा-राइलू-बास्तर Bastar (C.G.) 49400 नगरपालिका, बिला-बास्तर (छ.क.) 49400</small></p>
<p>Witness I:  30/8/19</p> <p>Name: PUNITHA BHATIA, Dy. Dir. Tg At Kaushal Bhawan, New Delhi</p>	<p>Witness II:  30.8.19</p> <p>Name: RAJDEEP TRIPATHY At Kaushal Bhawan, New Delhi</p>