

This memorandum of Understanding ("MOU") is entered on the 9th Day of October 2020 at Bidadi, Karnataka

Between

Directorate General of Training, Ministry of Skill Development and Entrepreneurship, Government of India (here in after referred to as "DGT"), having its office at Kaushal Bhawan, B-2 Pusa Road, Karol Bagh, New Delhi – 110005.

AND

Toyota Kirloskar Motor Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Plot No. 1, Bidadi Industrial Area, Bidadi, Ramanagara Dist. Pin – 562109, Karnataka, India, represented by its Authorized Signatory (hereinafter called "TKM", which term shall mean and include its successors, representatives and permitted assigns of the First part).

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 Vocation 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 and latest revision released on 28th February 2019 vide letter ref no. [MSDE{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. TKM is an automobile company, established in 1997 in India under a joint venture agreement executed between Toyota Motor Corporation, Japan and Kirloskar Systems Limited, India. TKM is into manufacturing and sale of automobiles and auto parts in India. TKM as a good corporate citizen established state of the art training facility called "Toyota Technical Training Institute" within its premise in Bidadi Industrial Area in Karnataka State.
5. Toyota Technical Training Institute [TTTI] is established to train & develop bright talents from the rural areas of Karnataka. TTTI inculcates world class skills training youth from economically weaker sections of the society from rural areas of Karnataka and provides a comprehensive '3 Year program' that focuses on holistic development [Knowledge, Skill, Body & Attitude] of trainees with a structure to ensure highest standard of education. Curriculum offers a unique blend of complete learning experience, along with basic subjects, recreational activities and comprehensive training on Automobile Assembly, Automobile Paint, Automobile Weld, Mechatronics & Fitter.
6. Through TTTI, TKM caters to the needs of various industrial sectors across the length and breadth of the State 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 in catering to the development of Skilled resources of:

- a. Manufacturing Units
- b. First time entrepreneurs.



7. 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 TKM.

8. Accordingly, the Parties here to 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 Annexure – 1 to this MoU).

9. TKM fulfills the eligibility criteria as laid down in Flexi-MoU scheme guidelines (Annexure-1)

I. Objective

DGT and TKM 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 Precision Engineering 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.

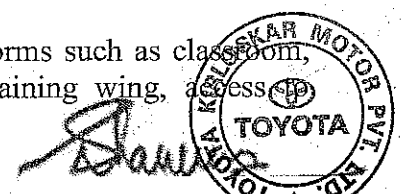
B. To contribute in the overall growth of Automotive Industry by creating a pool of skilled manpower

II. Role of DGT

- a. 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.
- b. Review and approve curriculum and content developed by ITP i.e. TKM for courses/training to be conducted under this MoU.
- c. Create provision on DGT/scheme portal for registration of ITP, uploading trainee details, registration for online/computer-based exams or off-line exam as applicable, issue of admit card, uploading of formative assessment marks, mark sheet generation and issue of e-Certificate.
- d. Provide credentials and access to portal for ITP's trainees and other stakeholders.
- e. Issue Admit Cards and conduct theoretical exams for enrolled candidates.
- f. Issue e-NTC (National Trade Certificate) to successful candidates.

III. Role of Industry Training Partner (ITP) - (TKM)

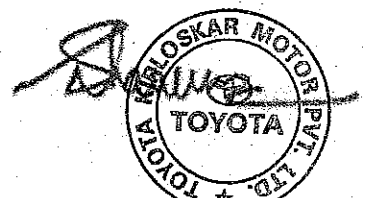
- a) Identify the training needs for ensuring that the developed course has high employment potential.
- b) Develop tailored courses and curriculum as per industry requirements and get the same approved by DGT [Proposed tentative list of courses is attached as Annexure II].
- c) Fulfil infrastructure requirements of the course, i.e. space norms such as classroom, workshop, training centre and other basic amenities in training wing, access to computers / laptops along with faculty.



- d) Provide reasonable 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 the 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 by DGT including examination fee payment as actual or as decided by DGT for the same.
- 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 complication later.
- k) Make best efforts for placement assistance of at least 50% of the total successful trainees trained under the flexi MoU and track the same for one year either in Contract / Apprentice.
- l) 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.
- m) ITP shall create or assign an internal committee for managing trainee grievance similar to the provisions made for regular employees of ITP.
- n) 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.
- o) ITP also create internal network among Group companies or Supplier partner Industries for facilitating "On Job Training" to the trainees with an objective to provide different learning environment exposure which would help the trainees overall development. ITP's can collect the cost towards such training arrangement from the Group companies / Supplier partners.

IV. Validity

This MoU is valid for three years from the date of signing. It can be extended for a tenure 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 T K M 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 Arbitration as per the provisions of the Arbitration and conciliation Act 1996 and amendment thereafter. The decision of Arbitrator shall be final and binding on both. The city of the arbitration shall be Bangalore, India.

VI. Termination of MoU

DGT and ITP (TKM) 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

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) 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.

For and on behalf of DGT,

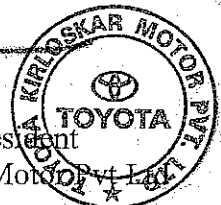
For and on behalf of TKM,



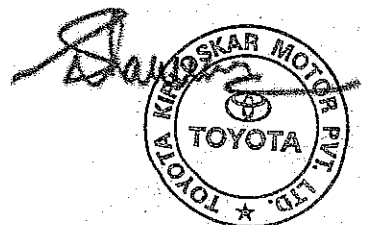
Neelam Shami Rao,
Director General
Directorate General of Training.



Shankara G
Associate Vice President
Toyota Kirloskar Motors Pvt. Ltd.



ANNEXURE – 1
Flexi MoU Guidelines issues by Directorate General of Training



ANNEXURE – 2

List of Proposed courses /trades to be run by TKM under Flexi MoU

| SI No. | Name of the course | Course Duration | Remarks |
|--------|---------------------|-----------------|---------|
| 1 | Automotive Assembly | 2 Years | |
| 2 | Automotive Paint | 2 Years | |
| 3 | Automotive Weld | 2 Years | |
| 4 | Mechatronics | 2 Years | |

Note:

All proposed courses shall be NSQF aligned. This is an indicative list and actual courses / names of courses may vary and shall be finalized with DGT's consent.

