

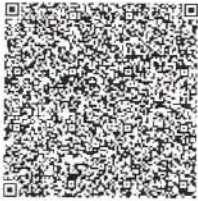


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Description of Document	: Article 5 Agreement or memorandum of an Agreement
Property Description	: M O U
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First Party	: KAUSHALYA KAMESHWAR TECHNO SOLUTION PVT LIMITED
Second Party	: AS APPLICABLE
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Memorandum of Understanding (Flexi MoU)

For

High Employment Potential Trades

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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

KAUSHALYA KAMESHWAR TECHNO SOLUTION PRIVATE LIMITED
(Registered under Companies Act, 2013)
House No. 165, Manoram Nagar, BekarBandh,
Dhanbad – 826001 (Jharkhand)

This Memorandum of Understanding (“MOU”) is entered on the 4th day of
September, 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 Kaushal Bhawan, B-2, Pusa Road, Karol Bagh, New Delhi – 110005

AND

KAUSHALYA KAMESHWAR TECHNO SOLUTION PRIVATE LIMITED
(Registered under Companies Act, 2013) House No. 165, Manoram Nagar,
BekarBandh, Dhanbad – 826001 (Jharkhand)

Whereas –

1. 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*).
2. 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.



3. 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 vide letter ref no. MSDE (DGT)-19/11/2016-CD
4. 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.
5. **KAUSHALYA KAMESHWAR TECHNO SOLUTION PRIVATE LIMITED**, a pioneer in the Construction and Manufacturing in India and its business need large number of skilled resources across the length and breadth of the country and hence has approached DGT to for signing of 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
 - a. Mining and Allied industries
 - b. Manufacturing units
 - c. Construction and work shops
 - d. First time entrepreneurs
 - e. Workmen at large
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 **KAUSHALYA KAMESHWAR TECHNO SOLUTION PRIVATE LIMITED**.
7. **KAUSHALYA KAMESHWAR TECHNO SOLUTION PRIVATE LIMITED** is one of India's pioneer company for Construction and Manufacturing in India. Kaushalya Kameshwar Techno Solution Private Limited is registered under Company Act 2013 and incorporated on 15 October 2014.



It works in areas of Manufacturing /Dealing/ Selling/ Disposing/ Improving/ Merchantability, Providing Integrated Education, Establishing Industrial Plants, Factories, Workshop(s), Buildings, Sheds, Offices, Real Estate and land acquisition for the establishment together with running of Mining and land acquisition, Retailing and Consultancy services.

I. Objective

DGT and **KAUSHALYA KAMESHWAR TECHNO SOLUTION PRIVATE LIMITED** 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

- 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. **KAUSHALYA KAMESHWAR TECHNO SOLUTION PRIVATE LIMITED** for courses/training to be conducted under this MoU.
- 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.

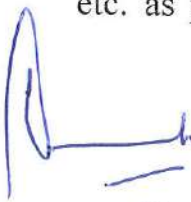


III. Role of Industry Training Partner (ITP), KAUSHALYA

KAMESHWAR TECHNO SOLUTION PRIVATE LIMITED

- 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.
- 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.
- Provide access to machinery, equipment and technology required for training.
- 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).
- 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.
- 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 at least 50% of trained candidates as per scheme guidelines.

- 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.

- 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 **KAUSHALYA KAMESHWAR TECHNO SOLUTION PRIVATE LIMITED** 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 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-MoU Guidelines. 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



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