



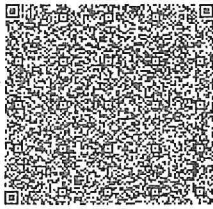
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL86710288734478W
Certificate Issued Date : 08-May-2024 06:11 PM
Account Reference : IMPACC (IV)/ dl777003/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL77700331097970927519W
Purchased by : MAHINDRA AND MAHINDRA LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : DIRECTORATE GENERAL OF TRAINING UNDER MINISTRY OF SKILL
DEVELOPMENT AND ENTERPRENEURSHIP
Second Party : MAHINDRA AND MAHINDRA LIMITED
Stamp Duty Paid By : MAHINDRA AND MAHINDRA LIMITED
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)



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2. The onus of checking the legitimacy is on the users of the certificate.
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08 May 2024 06:11 PM IMPACC (IV) dl777003 DELHI DL-DLH SUBIN-DL77700331097970927519W MAHINDRA AND MAHINDRA LIMITED

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MEMORENDUM OF UNDERSTANDING

1. This Memorandum of Understanding is entered on 09/05/2024 between Directorate General of Training under Ministry of Skill Development and Entrepreneurship herein referred in short as DGT, and having its office at B-2, Kaushal Bhawan, Pusa Road, Karol Bagh, New Delhi ("**FIRST PARTY**")

And

M/s Mahindra & Mahindra Limited, a company incorporated under the Companies Act 1913, herein referred in short as M&M, and having its Registered Office at Manesar Gateway Building, Apollo Bunder, Mumbai-400001, ("**SECOND PARTY**")

2. The Directorate General of Training (DGT) in Ministry of Skill Development and Entrepreneurship is the apex organization for development and coordination at National level for the programs relating to vocational training including Women's Vocational Training. The "**FIRST PARTY**", is hereby interested in implementing "**PM Drone Sakhi Yojna**" in collaboration with "**THE SECOND PARTY**" for piloting DGCA Approved **Drone Pilot & Application Training** for participants from **Registered Women Self Help Groups**.

The parties hereby agree as follow: -

The "**First Party**" along will the "**Second Party**" have jointly identified two NSTIs (National Skill Training Institute) located at **Hyderabad** and **Noida** respectively for running pilot programs to train participants from registered Women Self Help Groups. In addition to the two identified centers, the "**Second Party**" will run a RPTO center using own infrastructure to train additional participants.

NOW THIS MEMORANDUM OF UNDERSTANING WITNESS AS UNDER: -

1. **Strategic Objectives:** - The purpose of the MoU is to enable the parties to enter a non-exclusive collaborative relationship for the purpose of furthering their common interests of imparting Ministry of Agriculture and Farmers Welfare recommended program on DGCA Approved Drone Pilot & Application Training to the participants of Women Self Help Group.
2. **Working Relationship:** - This collaboration would be guided by the following mutually agreed principles:
 - a) Both the parties shall ensure transparency and accountability in all activities undertaken as a part of this understanding.
 - b) Each party shall designate Single Point of Contact (SPOC) for effective coordination during the execution of activities proposed to be undertaken as per the understanding.

3. **Rights and Obligations of parties: -**

Both the parties mutually agreed to provide resources in consultation with each other to develop a facility in NSTI premises for imparting training related to DGCA Approved Drone Pilot & Application Training. The basic responsibilities of both the parties are as follows:

DGT: -

- a. Provide smart classroom with minimum 30 seating capacity with amenities like, chairs, table, light, fan, computer, projector, white board, etc.at the identified NSTIs.
- b. Provide open space in Green Zone area for flying Drone at the identified NSTIs.
- c. Ensure proper housekeeping and security of assets at the identified NSTIs.
- d. To Coordinate with Ministry of Agriculture and Rural Development for mobilization of candidate
- e. Provide basic first-aid facility to the participants, if need be, at the identified NSTIs.
- f. Ensure RPTO license from DGCA at the identified NSTI for running the pilot programs.
- g. May facilitate board and lodge facilities to the participants, if available/vacant.
- h. DGT will act as a single window for the entire project.

M&M: -

- i. Provide hardware and software required for conducting the program as per Annexure - 1
- j. Closely coordinate with the identified NSTI teams and keep track of the proceedings of the program and take feedback of the participants.
- k. Provide competent trainers per center to conduct the programs.
- l. Keep track of the participants for their engagements post training.
- m. Brand the centers appropriately.

JOINT RESPONSIBILITIES:

- n. Both parties will conduct joint reviews to monitor and assess their cooperation under this agreement from time to time.
- o. Both parties are bound by confidentiality to prohibit from disclosing to any external party, directly or indirectly, any proprietary information related to the agreement or nature thereof.
- p. Principal of NSTI shall be authorized to resolve any internal dispute in the institute whereas DGT and M&M jointly shall be the final authority.
- q. Neither party shall be liable for any incidental, indirect, or consequential damages, including but not limited to profits, loss of use, loss of revenues or damages to business or reputation arising in connection to this Agreement.
- r. Any loss arising out unforeseen and unpreventable exigencies shall not constitute default of either party.
- s. Ensure safe handling of tools, equipment, and the usage by the trainees in prudent manner.

Term and Termination

This MoU shall be effective from date of signing and shall be valid for a maximum period of twelve months including a preparatory period of 3 months for making the identified centers ready before commencement of the first training program or completion of training for 500 participants whichever is earlier.

All hardware and software which will be provided by M&M for the purpose of conducting training as per Annexure – 1 will be donated to the respective NSTIs after expiry of the MoU.

Limitation of Liability

Either party will not be liable under this MoU for any loss of actual or anticipated income or profits, loss of contracts or for any special, indirect, or consequential loss or damage of any kind whatsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether such loss of damage is foreseeable, foreseen or known.

Intellectual Property Right, Course marks/Course Names, Copy Rights etc.

It is clearly understood by & between parties herein that, all intellectual property right, in respect of Mahindra & Mahindra Limited and the institute shall have no claim, lien or encumbrance thereof directly or indirectly except the usage of course mark/course name, brochures, published material etc. except for the purpose of training/ non-commercial promotional activities or at any govt. platform. However, for the other usage, permission in writing is required from Mahindra & Mahindra Limited and subject to conditions, restrictions & for the period as may be prescribed by Mahindra & Mahindra Limited. Similarly, all the intellectual property rights vested in the Directorate General of Training shall be utilized by the other party after obtaining consent only during the subsistence of the MOU.

Indemnity

Either party will indemnify, defend, and hold harmless other party (including its successors, affiliates and assigns) and their respective directors, officers, employees, agents and/or any third party (the "indemnified persons") against any and all losses, liabilities, judgments, awards, costs, claims, expenses, charges etc. (individually and collectively, referred to as "Damage") (i) arising out of breach by the defaulting party of any of the terms contained herein; (ii) due to any representation, or other statement made by the defaulting party being or becoming untrue in any manner, (iii) due to any act, omission or negligence of the defaulting party or its personnel and/or persons engaged by him (in) any claims that may be made by the defaulting party's personnel against the suffering party for any reason Whatsoever, without any limit in the amounts or time.

Compliances with law

Each party shall be fully responsible for supervision and control of the personnel engaged by it and compliance of all statutory requirements. Each party shall take all necessary registrations, approvals or licenses at its own cost and expenses as may be required for carrying out the purposes of this MoU.

Anti-bribery /Code of Ethics and Prohibition of Inducement

Under no circumstances either party shall offer or pay, make payment, promise to pay, or issue authorization to pay any money (in the nature of bribe, graft etc.), gift, or anything of value to other party including its Director/employees, their family members etc., that is perceived as intended, directly or indirectly, to improperly influence any business decision in favor of other party etc., any act or failure to act, any commitment of fraud, or opportunity for the commission of any fraud.

Notice

No notice, demand, request, consent, approval, designation, specification or formal communication given or made or required to be given or made hereunder shall be effective unless given in writing in English language and shall be effective only if delivered by registered mail or any other means which will provide independent evidence of date of receipt thereof by respective parties at the address mentioned hereinabove in Name and Constitution clause of the MoU.

Arbitration

Any disputes or differences arising out of or in relation to this agreement between the parties hereto during the subsistence of this agreement or thereafter shall be resolved through arbitration a sole arbitrator mutually appointed by the parties. The arbitrators shall be appointed with the mutual consent of both the parties and in case if the parties are unable to come to an agreement in regard to the identity of the arbitrator within a period of thirty days, either party shall have the liberty to file a Petition under Section 11(6) of the Arbitration Act 1996. The award of the sole arbitrator shall be final, conclusive, and binding on the parties to this agreement and provisions of the arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under for the time being in force shall apply to the arbitration proceedings. The venue of arbitration shall be at Mumbai and the arbitration shall be conducted in English.

Jurisdiction

Subject to the arbitration clause above, the parties hereby agree that the courts in the Mumbai city of Maharashtra alone shall have the exclusive jurisdiction to entertain any applications of or other proceedings in respect of any dispute arising under the agreement.

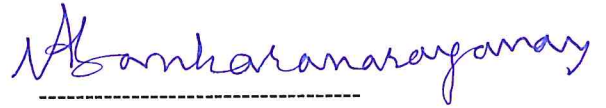
IN WITNESS WHERE OF the parties here to have hereunto executed this agreement on the date, month, and year first above written, in presence of witnesses.

for Directorate General of Training

for Mahindra & Mahindra Limited



.....



.....

Witness:

1.




Sunil Agrawal
JD.

2.

Amit Kumar Yadav
Amit Yadav

Witness:

1.

RAHUL MOHAN JOSHI


2.

DON LEWIS


Annexure – 1

1. Small Category Agri Drone – Qty. 2
2. Small Category Training Drone – Qty. 2
3. Drone Simulator Kit – Qty. 5

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for Directorate General of Training

for Mahindra & Mahindra Limited

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Witness:

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Witness:

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