

Memorandum of Understanding (MoU)

This Memorandum of Understanding (hereinafter) referred to as "MoU" is entered into at Mandi, HP on day of 8th 2024.

BETWEEN

M/s Ambuja Cement Foundation, ITI & SEDI registered as a non profit Company under Section 8 of the Companies Act vide Registration No. U91990MH1993 on NPL 264710 with 2013 its Registered Office at 102 Maker Chambers III Nariman Point Mumbai represented through Regional Prog. Manager its _____ and authorized signatory hereinafter referred to as "**THE FIRST PARTY**" which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and permitted assigns of the first part.

AND

Indian Institute of Technology Mandi is an autonomous public technical and research institute located in Mandi District of Himachal Pradesh at Kamand Campus, VPO Kamand, and Distt. Mandi - 175075, India represented through Director its _____ and authorized signatory hereinafter referred to as "**THE SECOND PARTY**" which expression shall unless excluded by or repugnant to the meaning of context thereof be deemed to include its successors and permitted assigns, of the Second part.

THE FIRST PARTY & THE SECOND PARTY are hereinafter individually referred to as the party and collectively referred as the Parties.

WHEREAS the "FIRST PARTY" is a foundation with an objective to provide rural youth with training and employment opportunities that help lift them and their family out of poverty and to empower youth with the practical skills, workplace experience and certifications required to get good jobs, earn decent incomes.

AND

WHEREAS "THE SECOND PARTY" being an autonomous public technical and research institute located across India. It is under the jurisdiction of the Ministry of Education, Govt of India mandated to impart training in the technical areas in the field of IT technology and research.

"THE SECOND PARTY" has expressed its interest to **"THE FIRST PARTY"** to impart Training and skills for the Youth, students, teachers.

Objective:

This subject agreement may be considered as a Memorandum of Understanding to pool the respective strengths, resources, expertise and goodwill of both the respective

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Notary Public (Govt. of India)

Civil Court Area, Distt. Solan, H.P.

parties to the MoU. The primary objective of this proposal is to enable and enhance the skill development among the youth to impart the practical skills, workplace experience and certifications required to get good jobs to earn decent incomes and to sustain themselves. Broadly, the areas to be covered under the project are Skill development, IT related, Artificial Intelligence, Robotics etc. and any other courses as per the requirement of THE FIRST PARTY with subsequent approval from THE SECOND PARTY.

1. Role of THE FIRST PARTY:

- a) It shall nominate the trainees/stakeholders, trainers from across the country and make necessary arrangements for sending them to IIT Mandi to impart training
- b) It will monitor the mobilization, freezing of batch, & Placements being followed by "THE SECOND PARTY".
- c) It shall review and address Grievances raised by the candidates as per Grievances Redressal Policy
- d) It shall provide the funds to THE SECOND PARTY. Cost will be subject to approval. (ACF will invite cost of individual events from a second party)
- e) Propose On-the-Job Training (OJT) opportunities for the current NCVT trainees in the job roles of Motor Mechanic Vehicle, Electrician, Electronics Mechanic, and COPA.
- f) Organize exposure visits to IIT Mandi for the SEDI/ITI trainees.

2. Role of THE SECOND PARTY:

- a) It shall provide the list of courses on which the training is to be conducted.
- b) It shall provide courseware, Training facilities, and Training as per agreed courses.
- c) It shall ensure proper attendance of all the Trainee candidates.
- d) It shall ensure the safety of all the trainees and provide safety equipment during the training period.
- e) It shall provide placement assistance to the successfully certified candidates wherever required.
- f) It must fulfill the required Affiliation & certification with requisite regulatory bodies.
- g) The expenses to be incurred on OJT & exposure visit will be bear by the first party, which shall be informed by the second party in advance.
- h) Any proposed event related to innovation, entrepreneurship, or future skill-based capacity building workshops, seminars, exposures, etc., to be conducted at IIT Mandi should be shared in advance with the first party. If there are any financial implications, they will be taken care of by the first party.

3. Eligibility of the candidates to be selected for training:

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The basic eligibility criteria for these training programmes is to have education background or working experience, preferably in the domain area of the course opted for training or some working experience. The list of the candidates to be trained will be selected by THE FIRST PARTY and forwarded to THE SECOND PARTY for further course of action and starting of the course.

In respect of M.Tech/PhD courses, the eligibility criteria will be as per standard institute norms.

4. **TrainingContent:**

The training content will cover various topics related to course opted which will be designed by THE SECOND PARTY and these will be in line with the latest industry standards and technological advancements. The training program will also focus on teaching trainers how to develop course content, manage classes, and assess student performance, Project Management, Interview skills, presentation skills etc. The training will be a mix of theory and practical sessions, enabling the candidates to gain hands-on experience in the relevant training modules.

Some of the areas/ domains which will be covered are as follows:

- Latest technology & Advancements: The latest technology trends like Artificial Intelligence (AI), Machine Learning (ML), Internet of Things (IoT), Industrial Automation, Drone Applications, Robotics etc.
- Software: Latest software and tools like python, MATLAB, ROS, Microsoft Office Suite, etc.
- Entrepreneurship, Startup enabling and Interpersonal skills (Common across courses)
- Any other courses required by THE FIRST PARTY with subsequent approval from THE SECOND PARTY
- The content for M.Tech courses will be as per standard institute norms

5. **Training Methodology:**

The training program will be conducted in a phased manner, with each phase covering a specific domain or technology. The program will be conducted through a combination of online and offline modes, including virtual classrooms, webinars, project work and in-person workshops. The opportunity of completely residential programs, i.e. in-person, shall also be provided to the trainees based on his/her need subject to availability.

The program will be designed and delivered by IIT Mandi whose faculty members have extensive experience in the latest technologies and domains.

The training program will also include periodic assessments and evaluations to gauge the progress of the trainees and identify areas where additional support and guidance may be required.

It would follow the below training Methodology:

- **Introduction to Latest Technology and Domain:** The candidates will be introduced to the latest technologies with reference to the domain part of the course. The module will provide an overview of the applications and use cases of these technologies etc.
- **Software Applications:** The candidates will be trained in the latest versions of software applications, such as Python, MATLAB, ROS, Microsoft Office Suite, etc. wherever required
- **Teaching Methodologies:** This module will focus on improving Coaching & teaching skills and the ability to use innovative teaching Methodologies. They will be trained in delivering interactive and engaging classes, using multimedia tools and techniques. This Methodology will be used especially for the trainers to enable them to gain teaching methodologies.
- **Project-Based Learning:** The candidates will be introduced to practical and industry-relevant topics. This module will enable them to provide hands-on learning experiences to their students.
- **Personalized Attention:** This module will focus on enabling candidates to get personalized attention from the Faculty members. They will be trained in identifying individual learning needs and providing customized learning experiences to become future trainers and entrepreneurs enabling start-ups.

6. Training duration & domains:

The programs are planned for different durations namely 1 week for the trainers, 1 month for the students, and Workshops of 2 to 3 days. These durations will be sufficient for the trainers and students to get thorough with the contents of the course.

7. Financial Outflow(Budget):

- a) The complete trainin cost will be paid to "THE SECOND PARTY" for the number of candidates certified batch-wise at batch Initiation and Boarding/Hostel charges on actual basis per candidate as per the ToR of the training program.
- b) The estimated buincludngrms of program will be finalized in the ToR.
- c) The charges for Boarding &lodging at IIT Mandi is as per the institute prevailing norms and subject to availability. In case boarding & lodging is not available at IIT Mandi, the students/trainers have to make their own arrangements.

8. Certification:

A Joint Certification (with IIT Mandi and Ambuja Foundation logos) will be provided for the candidates upon successful completion of the course.

9. Reporting Mechanism:

THE SECOND PARTY shall submit to THE FIRST PARTY

- a) All the Batch details and training milestones including placements details
- b) Report on commencement of training programme including residential courses (If applicable in case of Residential), with separate details of the candidates and facilities provided to them
- c) Report on completion and placement of candidate's batch wise/course wise

10. Curriculum approval /upgradation:

THE SECOND PARTY will adopt the curriculum after mutually agree with first party and approved by IIT Mandi for new and existing technologies which are in demand as per the market requirement and as per the mutually agreed Job roles. THE SECOND PARTY will also provide requisite handbooks and any other reading material required at the time of batch commencement.

11. Faculty Requirement and Infrastructure:

The Second Party shall meet the faculty as well as infrastructure requirements as per IIT Mandi norms.

12. Training Delivery location:

The training program will be delivered through online and offline modes at IIT Mandi Campus. The program will be a mix of residential & non-residential types and will enable all trainees to learn in the IIT ecosystem. The trainees will also be provided an opportunity for a completely residential program.

13. Evaluation:

Evaluation is an integral part of any training program. Therefore, THE SECOND PARTY will conduct regular assessments and evaluation of ongoing training program. The assessment will include both theoretical and practical components (if any), and they will have to perform well in both to complete the training program successfully.

14. Validity:

MoU shall be valid for the period of 05 (FIVE) Years from the date of signing and can be renewed further on mutually negotiated terms and conditions in writing subject to satisfactory performance of TSP.

15. Termination:

This "MoU" may be terminated forthwith by either Party with assigning a reason by giving two months' written notice to the other Party on the occurrence of one or more of the following events.

- a) If any Party commits a breach of any of its obligations under this "MoU" and fails to provide remedy within 15 days from the date a written notice shall be sent to such Party.
- b) If any Party becomes incapable for a period of three (3) months of performing any of its obligations under this "MoU" because of any unforeseen event.

16. Confidentiality:

- a) Each of the Parties hereto shall hold in confidence all documents and other technical or commercial data or information supplied to it by or on behalf of the other Party relating directly or indirectly to this MoU ("Confidential Information").
- b) Neither Party shall disclose such Confidential Information to any third party without the written consent of the non-disclosing party, provided that each Party shall be permitted to disclose Confidential Information to its employees, affiliates, and any Government/regulatory/statutory authority as prescribed or if so required under any law with intimation to disclosing party on a need to know basis.

17. Settlement, Dispute Resolution and Jurisdiction:

- a) If any dispute or difference of any kind whatsoever may arise between the parties in connection with or arising out of this agreement or out of the breach, termination or invalidity of the agreement hereof, both parties shall attempt within a period of 30 days after receipt of notice by the other party/ parties of the existence of a dispute(s) to settle such dispute(s) in the first instance by mutual discussions between the parties.
- b) If the dispute(s) cannot be settled by mutual discussion within 30 days as provided herein, any dispute(s), difference of opinion or disagreement arise between the Parties hereto or their respective representatives or assignees at any time, in connection with construction, meaning, operation, effect, interpretation of the MoU or breach thereof, the same shall be decided by Director IIT Mandi.
- c) In case, any party/ parties is/ are dissatisfied with the decision of Director IIT Mandi, the arbitration proceedings may be initiated. Arbitral Tribunal shall consist of a sole arbitrator who shall be appointed by the Parties with mutual consent. In case there is no consensus on the nomination of the sole Arbitrator, within 30 days from the date of notice invoking this clause by any Party/ Parties to the other Party/ Parties, and Party/ Parties may approach the Hon'ble Court under Mandijurisdiction, for constitution of the Arbitral Tribunal in accordance with the Arbitration and Conciliation Act, 1996. This clause as aforesaid is subject to the provision of the Arbitration & Conciliation Act, 1996 and any statutory modifications or re-enactment, in lieu thereof, shall supply to the arbitration proceeding(s) under this clause.

18. Jurisdiction:

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All disputes arising under or in relation to any matter herein shall be subject to the jurisdiction of Courts of Mandi, Himachal Pradesh.

19. Grievance Redressals:


- a) The "**THE SECOND PARTY**" should create an internal committee for managing trainee grievances, similar to the provisions made for regular employees of Industrial Training Partner.
- b) Any grievances of the "**THE SECOND PARTY**" or enrolled candidates that are not solved by the internal committee of "**THE SECOND PARTY**" may be brought to the notice of "**THE FIRST PARTY**" for necessary review and intervention.
- c) In case of serious complaints and violations, "**THE FIRST PARTY**" at its own discretion may terminate the MoU at any given point of time.


20. Miscellaneous:

- a) Any other matter not included in this MoU which is necessary for the smooth functioning of the Scheme shall be finalized by both parties on mutual terms and conditions.
- b) No change can be made to this MoU without written consent and duly signed by all the Parties. Additions, deletions and/or alterations to this MoU may be effected with the written agreement of all the parties to this MoU concerning the changes. Documents containing such additions, deletions and/or alterations and signed by all the Parties shall form addenda to this MoU, and be deemed to be part of this MoU.
- c) Through this Memorandum of Understanding **Ambuja Cement Foundation, & SEDI and IIT Mandi, HP** affirms their commitment to fulfill and achieve the objectives mutually agreed upon in this Memorandum of Understanding agreement.
- d) Each Party undertakes to carry out this "MoU" in good faith and to respect spirit as well as the letter of its provisions.
- e) Disclaimer of Agency: This "MoU" shall not be deemed to constitute any Party hereto the agent or partner of the other Party and nothing in this "MoU" or in the performance by the parties hereto of their respective obligations/responsibilities shall be construed so as to create any partnership or association of persons. All the Three Parties hereto shall act on a Principal to Principal concept.

THE FIRST PARTY

THE SECOND-PARTY


Authorized Signatory


Authorized Signatory

Gopal Dass
Notary Public (Govt. of India)
Civil Court Arki, Distt. Solan, H.P

Prof. Laxmidhar Behera
Director

M/s Ambuja Cement Foundation, ITI & SEDI

IIT Mandi

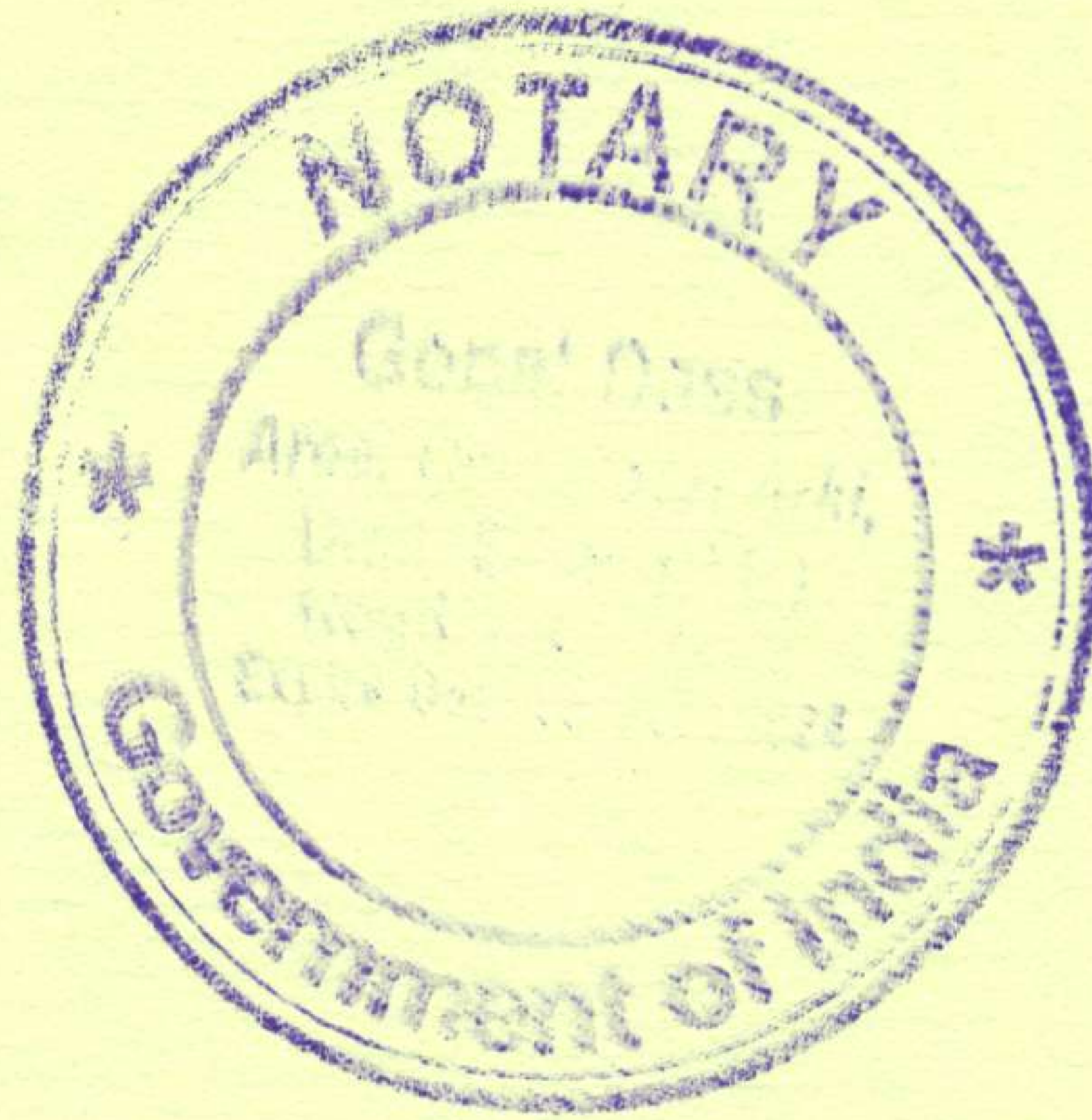
IN WITNESS WHEREOF, the authorized representatives of the respective Parties hereto have set their hands on the day and year first above written.

In the presence of:

Witness:

1.

2.



Certified that the above overleaf was declared before me on solemn affirmation this 8/2/29 day of Arki in the Indian Institute of Technology Mandi who is President of the Ambuja Cement Foundation & IIT SEDI & the Chairman of the Arki road over Indian Institute of Technology Mandi Gopal Dass Notary Public (Govt. of India, Distt. Solan, H.P.)

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Distt. Solan, H.P.