



Certificate No. G0Y2019F417



Stamp Duty Paid : ₹ 101

(Rs. Only)

GRN No. 48121489



Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name: Eicher Group Foundation

H.No/Floor : Na

Sector/Ward : Na

Landmark : Na

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 0



Purpose : OTHERS to be submitted at Concerned office

Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as MOU) is entered on this 16th day of December, 2019 between:

Eicher Group Foundation, a section 8 company, incorporated under Companies Act, 2013 having its registered office at III floor, Select City Walk, A-3 District Centre, Saket, New Delhi, 110017, India and Corporate Office at #96, sector 32, Gurgaon 122001, Haryana India. (Hereinafter referred as "EGF") represented by Mr. G. Sekar, Director.

AND

An entrepreneurial outreach, Gram Tarang Employability Training Services Pvt. Ltd. (GTET) of Centurion University of Technology & Management (CUTM), established through a legislation passed in 2010 in the Orissa State assembly is a private state university of Odisha constituting of a School of Engineering, School of Management, School of Basic Sciences, MS Swaminathan School of Agricultural Sciences, and, a School of vocational Education & Training, having its head office at 17 Forest Park, Bhubaneswar 751009, Odisha, India (Hereinafter referred as GTET) duly represented by Mir Sadat Ali, Director Technical, which expression shall, unless repugnant to the context or meaning hereof, be deemed to include its successors/ administrators and assigns of the Second Part.


Mir Sadat Ali
 DIRECTOR- TECHNICAL
 Gram Tarang Employability Training Services
 PARALAKHEMUNDI



EGF and GTET are hereinafter collectively referred to as the "Parties" and individually as the "Party".

WHEREAS:

GTET has been set up to improve and guide the present and prospective Youth and make them employable and to provide individuals from various sections of society a state-of-the-art facility that will impart specialized training in multiple skills including Driving Skills at an affordable price. GTET is driven by passionate Professionals with cumulative experience of over 100 plus years in Skill Development, Vocational Training etc. GTET has a major focus in skill building and vocational training through the School of Vocational Education and Training and was one of the first ever partners of National Skill Development Corporation (NSDC) in 2010. GTET has already trained over 250,000 youth across 41 centers in Odisha, Andhra Pradesh, Tamil Nadu, Maharashtra, Jharkhand, Assam UP and Punjab and is working towards an overall mission of making 100,000 youth employable annually. The current capacity to train is 50,000 youth per annum. The focus has been on manufacturing and production and GTET has consistently maintained a placement rate of over 80% for its vocational trainees, with placements across the country in more than 200 companies.

GTET shares a common goal of empowering weaker section of society (hereinafter referred as Trainee) by imparting them training in vocational driving skills, Soft Skills, basic grooming and etiquettes, functional spoken English, Customer relations and basic entrepreneurial skills.

NOW, THEREFORE, IT IS UNDERSTOOD BETWEEN THE PARTIES THAT:

1. **OBJECTIVE AND EICHER DRIVING EDUCATION PROGRAM AND PROCEDURE TO CONDUCT THE PROGRAM :**
 - a) The main objective of this collaboration is to familiarize the new drivers (pre-licensing) with safe and appropriate driving techniques to avoid accidents and upgrade their driving skills. 'Eicher Driver Education program' (EDEP) is a teaching and conducting education program for drivers developed by EGF for fulfilling its social responsibilities. Further, EDEP is a combination of both theory and practice.
 - b) Infrastructure at Government Driver Training Institute Nandanagar (hereinafter referred to as institute), Indore will be utilized to train eligible candidates in commercial driver training.
 - c) EGF selected GTET as IMPLEMENTING AGENCY which will be fully responsible for day to day operations of the institute. GTET shall impart training to the candidates at DTI Nandanagar, Indore, Madhya Pradesh that consists of both theory and practical, covering candidate's mobilization, training, NSDA approved awarding body assessment & certification or ASDC Certification if needed in future course, facilitate placement and tracking of candidates for at least 6 (Six) months post placements. All the Activities undertaken as part of this MOU shall be monitored by EGF as deemed fit.

Mir Sadat Ali
DIRECTOR- TECHNICAL
Gram Tarang Employability Training Services
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2. NON-NEGOTIABLE

It is agreed between GTET and EGF, that there shall be no negotiation on the following values:

- i. Ethical approach
- ii. No form of caste, religious discrimination or overtones
- iii. Transparency
- iv. Bottom Up approach

3. RESPONSIBILITY OF GTET

- a. Training on qualification pack Commercial Vehicle Driver Level 3 for Light Commercial Vehicles (LCV), Automotive Skills Development Council (ASDC) or NSDA approved awarding body Assessment, Certification and Permanent Driving License of Light Commercial Vehicle Category for 90 candidates. Placement of minimum 72 out of 90 trainees in heavy commercial transportation sector with a minimum total income of Rs. 8000/- per month. Tracking of minimum 58 out of 72 placed candidates with retention assurance of up to 6 months after placement.
- b. Training on qualification pack Commercial Vehicle Driver Level 4 for Heavy Motor Vehicles (HMV), ASDC or NSDA approved awarding body Assessment & Certification and Permanent Driving License of Heavy Motor Vehicle Category for 240 candidates. Placement of minimum 192 out of 240 trainees in heavy commercial transportation sector with a minimum total income of Rs. 12000/- per month tracking of minimum 160 out of 192 placed candidates with retention assurance up to 6 months after placement.
- c. To ensure minimum batch size of 15 candidates per batch.
- d. GTET shall design promotional and marketing material with prior consent on design and content by EGF about for this program which will be distributed amongst the various stakeholders. The formats and forms designed by GTET will be translated in Hindi wherever needed.
- e. GTET shall be responsible for screening of adequate number of candidates to ensure completion of program objective.
- f. GTET shall be responsible in completing enrolment documentation process including documents required for procuring driving license (Learner License/Permanent Driving License/Commercial Driving License).
- g. GTET to ensure fulfilment of eligibility criteria for each courses as defined in Central Motor Vehicles Rules (CMVR) 1989 and relevant ASDC Qualification Packs.
- h. For applications more than available seats GTET to assess the applicants by a pre admission screening over phone or in person.
- i. GTET shall get the pre admission screening process evaluated by EGF.

Mir Saadat Ali
DIRECTOR- TECHNICAL
Gram Tarang Employ Bility Training Services
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Mr. Sadat Ali
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Gram Tarang Employability Training Services
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- j. Basic upkeep of building (academic building portion to be utilized for pre-licensing driver training operations), to ensure proper housekeeping of building in use for the purpose.
- k. To pay electricity expenses as fixed by Institute Management Committee (IMC) at DTI Nandanagar for relevant campus/building for entire duration of usage from takeover to handover.
- l. To pay maintenance cost including fuel expenses of all the assets (including training vehicles) for organizing training.
- m. Ensure proper utilization of premises and vehicles, achieving the main objectives of this MOU. Ensure timely completion of the project as defined in this MOU including its Annexure I (proposal by GTET).
- n. Ensure recording all the data related to inquiries, enrolment, driving licenses, training, and employment and tracking post-employment and reporting updated MIS to EGF on weekly/monthly basis through ECDP.
- o. To install aadhaar enabled biometric attendance machine at the centre for recording trainees' attendance.
- p. GTET may collect Rs. 1000/- refundable deposit to ensure seriousness of candidates for training completion and pursue a suitable job. This amount will be refunded to the candidates on satisfactory furnishing of proof of employment for six months. Any non-refunded deposit with GTET shall be utilized for the benefits of this project only. In case of termination of the project for any reason communicated between parties, non-refunded security money to be deposited back to respective trainees.
- q. GTET hereby undertakes and agrees that during the term of this MOU and thereafter confidentiality is maintained by them with regard to all information which may come to their knowledge and that GTET will not at any time divulge or make known to any third party any such information as provided under this MOU, unless otherwise previously consented to in writing by EGF.
- r. To organize OJT (On the Job Training) with help of a transporter of minimum 30days after successful completion of the training and getting permanent DL.
- s. To organize success stories of the candidates (minimum 5 stories) every quarter.

4. RESPONSIBILITY OF EGF

- a. EGF will fund full training cost of 240 HMV and 90 Light Commercial Vehicles candidates and seek no Government contribution towards recurring training cost (fee per trainee) for pre-licensing driver training programme.
- b. EGF through IMC at DTI Nandanagar will organize 1 Light Commercial Vehicles, 3 Heavy Duty vehicles, desired academic building portion, driving training track, workshop for the purpose of providing training by GTET. Facilities to be supplied by EGF are available with Institute Management Committee at Govt. Driver Training Institute and are committed for this purpose under the MOU between EGF and IMC dated 10th January 2018.

Mir Sadat Ali
DIRECTOR- TECHNICAL
 Gram Tarang Employability Training Services
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5. PAYMENT DISBURSEMENT:

The details of total cost for providing the services are as follows:

#	Cost Category	Description	Basis	Cost per Trainee (INR)	Total Amount (INR)
1	Mobilization, Counseling, Screening & Admissions	Marketing Material, Field Travel, Mobilizer salary etc	Historically budgeted @ 10% of Cost	1,500	4,95,000
2	Training Infrastructure & Stationery	Maintenance & Upkeep, Electricity, Water, Stationery, Printing etc.	INR 500 per trainee	500	1,65,000
3	Training Delivery (Trainers)	Trainers salary, quality supervision, Annual ToTs etc	Historically Budgeted @ 20% of Cost	3,000	9,90,000
4	Training Consumables	Fuel & Maintenance Costs	250 km per trainee, INR 8 per km	2,000	6,60,000
5	Food & Accommodation	Hostel & Food costs	INR 150 per day	4,500	14,85,000
6	Uniform	T Shirt	INR 200 per T Shirt	200	66,000
7	Assessment certification charge	CUTM Certification	INR 800 per trainee	800	2,64,000
8	Placement, Post Placement	Monitoring & Mentoring and support services during OJT	INR 2,500 per trainee	2,500	8,25,000
	Total Training Fee			15,000	49,50,000
	License Fee			3,500	11,55,000
	Total Project Cost			18,500	61,05,000

- In case ASDC certification is required additional expenses of the certification (if any) to be approved & considered by addendum to the MOU.
- Payment procedure will be: Sample batch formation considering batch size of 30

Batches (HMT)	Advance (Pre Batch Orientation)	On completion of Successful Training, DL & Certification	After 6 months tracking of the placement
1	40% of the agreed batch cost	40% of the agreed batch cost	20% of the agreed batch cost
2	40% of the agreed batch cost	40% of the agreed batch cost	20% of the agreed batch cost
3	40% of the agreed batch cost (upon	40% of the agreed batch cost	20% of the agreed batch cost



Mr. Seetal A.C.

DIRECTOR- TECHNICAL

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	completion of all set targets for batch 1)		
4	40% of the agreed batch cost (upon completion of all set targets for batch 2)	40% of the agreed batch cost	20% of the agreed batch cost
5	40% of the agreed batch cost (upon completion of all set targets for batch 3)	40% of the agreed batch cost	20% of the agreed batch cost
6	40% of the agreed batch cost (upon completion of all set targets for batch 4)	40% of the agreed batch cost	20% of the agreed batch cost
7	40% of the agreed batch cost (upon completion of all set targets for batch 5)	40% of the agreed batch cost	20% of the agreed batch cost
8	40% of the agreed batch cost (upon completion of all set targets for batch 6)	40% of the agreed batch cost (upon completion of all set targets for batch 7)	20% of the agreed batch cost (upon completion of all set targets for the project)
Batches (LCV)	Advance (Pre Batch Orientation)	On completion of DL & NSQF Certification	After 6 months tracking of the placement
1	40% of the agreed batch cost	40% of the agreed batch cost	20% of the agreed batch cost
2	40% of the agreed batch cost	40% of the agreed batch cost	20% of the agreed batch cost
3	40% of the agreed batch cost (upon completion of all set targets for batch 1)	40% of the agreed batch cost (upon completion of all set targets for batch 2)	20% of the agreed batch cost (upon completion of all set targets for the project)



Payment will be disbursed batch-wise as mentioned hereunder:

- Batch cost will be based on actual numbers of candidates, per person cost is finalized in the above table. Batch cost described in above table may vary in actuals as per number of candidates in a batch not more than 30 at any time. GTET will raise demands as per milestones achievements described in the table above.

Mr. Sudeep A.

DIRECTOR- TECHNICAL

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- 40% of Batch cost to be paid to GTET upon Batch Initiation.
- 40% of Batch Cost to be paid to GTET on completion of On-Road-Training/ issue of Driving Licenses & NSQF Certification.
- And Balance 20% of Project cost to be paid to GTET on completion of 6 months tracking post Livelihood Linkages.
- Expenses towards boarding and lodging based on costs share in the table above at actuals for residential candidates only upon submission of relevant invoices and vouchers.
- All payments will be subject to Tax deduction at source and indirect taxes if any to be borne by EGF.
- Fund requests will be accepted only after receiving utilisation certificate of previous advance payments
- 80G receipt to be shared by GTET as applicable
- Invoice/fund request should be raised in favour of Eicher Group Foundation, Address- #96, Industrial Area, Sector 32, Gurgaon 122001, Haryana. Payment to be released within 30 days from the date of receipt of invoice.
- Sample of utilization certificate to be followed as attached in Annexure II. copy of original invoices against expenses will be submitted along with UC

6. VALIDITY, TERMINATION, RESOLUTION OF DISPUTES AND GENERAL COVENANTS

- a) This MOU shall be valid until the same is terminated with one month advance notice along with valid reason for such termination by either party or upon successful completion of training of 240 HMV and 90 LCV driver trainees.
- b) This MOU doesn't form the basis of agency or employment relationship between the parties.
- c) Neither party shall be deemed in default of its obligations under this MOU nor shall be liable to the other to the extent that it is unable to perform any of its obligations by reason of any event or circumstance beyond its reasonable control.
- d) Any notice to be served under this MOU shall be served upon the receipt at its address set out herein either by hand or by first class post or otherwise by facsimile or e-mail transmission and shall be deemed served 48 hours after posting if sent by post or on delivery if it is delivered by hand and on completion of transmission if sent by facsimile or e-mail.
- e) Nothing stated above shall be applicable in the following circumstances and the termination shall be with immediate effect and their shall be no claim or litigation in this regard:-
 - i) For any specific violation of any of the terms or clauses of the MOU by either party, Order of any Court of Law or appropriate authorities prohibiting the program like or similar to EDEP.
 - ii) Any legislation passed by the State.
 - iii) If any of the parties are declared a bankrupt or insolvent by the Courts of Law.
- f) GTET shall utilize the funds for specific purposes as stated in this MOU.

Mrs Sadat Ali

DIRECTOR- TECHNICAL
Program Tarang Employ Ability Training Services
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- g) GTET while ensuring the implementation of the purpose shall be solely responsible for obtaining all statutory permissions/licenses/approvals required, if any, for the said purpose. EGF shall not be responsible or liable except to the limited extent of contribution for the purpose.
- h) GTET shall provide to EGF required and relevant information, data and reports, including internal reports, reports submitted to/by external evaluators (provided the external evaluators consent to it), details of funding agencies, studies and researches, statistics, and such other information, including financial information, as EGF or its representatives may require, for its own satisfaction, as well as in order to present the same in suitable formats and templates in its internal and external communication.
- i) In case any immovable or fixed assets are purchased or created out under any projects initiated under the MOU, then GTET shall ensure that such assets are not be alienated, leased, hypothecated, mortgaged or disposed-off in any manner by the project partners without the prior written approval of EGF. EGF shall have all rights in respect any immovable or fixed assets that are purchased or created out under any projects initiated under this MOU.
- j) GTET shall ensure that all its project partners shall record all the relevant details of fixed assets or semi-fixed assets purchased or acquired by it in a Fixed Assets Register. Assets funded fully or partially out of EGF funds shall be identified by any appropriate remark against the particular asset in the register and on the particular asset. The GTET shall also ensure that all assets created through funds of EGF shall be adequately insured.
- k) GTET shall maintain a stock register to maintain and track receipt and movement of material.
- l) Also, as per future demand, the scope of works may further increase depending upon the ground realities and requirements that may arise from time to time.
- m) GTET shall maintain adequate systems and internal controls to track the usage of the grants granted by EGF and for reporting formats as applicable from time to time.

GTET shall carry out statutory audits on time, and provide all audit reports (statutory as well as internal) to EGF on request or otherwise. GTET shall also permit an external audit or inspection of its books of accounts by EGF, covering the grants/contributions

received from all sources for the said Purpose, if EGF so requires. GTET acknowledges,



M. S. S. S.
DIRECTOR- TECHNICAL
 Gram Tarang Employ Bility Training Service
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In particular that, the external audit or inspection of its books of accounts may not only be limited to the extent of the Grant given by EGF but also include accounts of all other funds received and/or utilized from other internal and / or external sources by GTET during the MOU Period.

- o) GTET shall, in case there is any unutilized balance from the contribution provided after fulfillment of the said purpose, or in case of failure to use the contribution or any part thereof by the time provided for, return such funds to EGF. EGF may, at its sole and absolute discretion, authorize GTET to apply such funds for such purpose as may be mutually agreed to by the Parties.
- p) GTET will ensure completion of all the deliverables as mentioned in this MOU and their proposal attached as an Annexure 1 to this MOU.
- q) GTET will ensure installation of fixed aadhaar Enabled Biometric Machine at the DTI premises, its usage in desired manner and sharing reports with EGF on time to time basis.
- r) GTET will ensure making available mobile aadhaar Enabled Biometric Machine at the special class rooms outside the DTI premises, its usage in desired manner and sharing reports with EGF on time to time basis
- s) This initiative will be run and managed by GTET.
- t) There will be a review of the progress every month, in the last week of the month at a mutually convenient date. This review may be in person or over audio / video conference.

7. AMENDMENT

Any amendment to this MOU shall be valid and binding on the parties only if it is made in writing and signed by duly authorized representatives of each party.

8. No party shall be able to claim intellectual property rights to the results of any project. All parties declare full and open access to the knowledge developed through the project to each other. All communication to mass media, representation in public forum will be jointly done by parties or with the knowledge of parties.

EGF shall have all rights in respect any intellectual property rights that are purchased or created out under any projects initiated under this MOU.

However, EGF will be free to include references to this project in any manner deemed fit, as part of CSR reports, annual reports, press reports etc.



Ms. Sadat Ali
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Gram Tarang Employ Ability Training Services
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GTET and EGF also reserves the right to showcase this project on its website, promotional material and in public forums, conferences etc using EGF logo appropriately as agreed mutually.

9. All project related communication would be in the form of e-mails, telephone meetings, meeting at the premises of any of the parties, or any premises mutually agreed upon by the Parties. All communication would be dealt only through the following designated persons nominated by the parties:

i. GTET : Mir Sadat Ali [Director Technical, GTET; Dean SoVET, CUTM]

Email ID: sadat.ali@cutm.ac.in

ii. EGF: Mr. G. Sekar [Director, Eicher Group Foundation];

Email ID: sekar@eichermotors.com

10. GTET shall defend, indemnify and hold EGF harmless from and against any claim, liability, demand, losses, damages caused to EGF due to negligence on the part of GTET or judgment or other obligation or right of action arising out of or in connection with, or which may arise as a result of :

- 1) Breach of this MOU by GTET;
- 2) Misrepresentation by GTET;
- 3) Any action or omission on the part of GTET or officers, employees and
- 4) Any breach of confidentiality

11. Any dispute of difference between the Parties out of or in connection with this MOU including the validity thereof shall at first instance be resolved amicably through negotiation or discussion.

12. In the event of any dispute or difference of opinion between the parties here to arising out of or in connection with this MOU or with regard to performance of any obligation hereunder by any party, being unresolved through negotiation or discussion as specified in clause 11 of the MOU, the parties hereto shall use their efforts to settle this dispute or difference of opinion amicably by mutual negotiations and should an agreement not be reached within 30 days from the date of raising dispute, any party hereunder may forthwith give to other notice in writing of the existence of such dispute or difference of opinion and thereupon the dispute shall be referred to the principal secretary and Director of EGF for resolution, if it fails then it will be referred for adjudication of an arbitrator appointed based upon mutual agreement of appointment of such arbitrator between GTET and EGF. The decision of the Arbitrator shall final and binding upon all the parties. The provision of the Arbitration and Conciliation Act 1996 and the rules framed thereunder or any statutory modification thereof for the time being shall be deemed to be applicable to and be incorporated in this MOU. The venue of the Arbitration shall be at Indore and language of arbitration shall be English. Only the courts in Indore, Madhya Pradesh shall have jurisdiction over any dispute.

13. GTET shall display banners in the project sites highlighting the contribution of EGF to the same in a form agreed with the EGF.



Mir Sadat Ali

DIRECTOR- TECHNICAL

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14. Project will run as "Eicher Academy of Drivers" for a period of commencement of EGF sponsored pre licensing driver training programs at DTI Nandanagar.


15. ANTI-CORRUPTION

Each Party agrees, with respect to any activities undertaken relating to this MOU, to comply with the provisions of all applicable Laws related to corruption in India viz. the Indian Penal Code, 1860, The Prevention of Corruption Act, 1988, The Benami Transactions (Prohibition) Act, 1988 and The Prevention of Money Laundering Act, 2002 and other relevant laws applicable globally in this regard (the "Legislation").

Each Party agrees to ensure that it and all of its Representatives who are engaged in implementing this MOU are knowledgeable regarding the purpose, provisions and principles of Legislation. Each Party further agrees to take appropriate steps to ensure that it and such Representatives, in the implementation of this MOU, will comply with the Legislation and will not take any action which would cause such Party to be in violation of the Legislation

In witnesses whereof both EGF and GTET have on this day mentioned above have entered into this Memorandum of Understanding.

For Eicher Group Foundation



18/12/2018

G Sekar

Director
Eicher Group Foundation


Date:

Witness:

1. -----

2. -----

For GTET Private Limited



Mir Sadat Ali

Director Technical
Gram Tarang Employability
Training Services Pvt. Ltd.

DIRECTOR-TECHNICAL
Gram Tarang Employability Training Services
PARALAKHEMUNDI



Annexures

Annexure I – Proposal by GTET

Annexure II – Utilization Certificate Format