

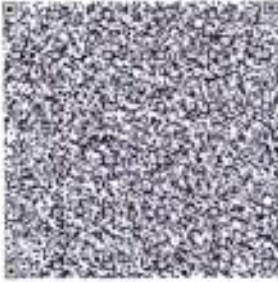


सत्यमेव जयते

# INDIA NON JUDICIAL Government of Karnataka

## e-Stamp

Certificate No. : IN-KA10308030255987N  
Certificate Issued Date : 14-Aug-2015 10:27 AM  
Account Reference : NONACC (FI)/ kaksfcl08/ BTM LAYOUT/ KA-BA  
Unique Doc. Reference : SUBIN-KAKAKSFCL0869520277114853N  
Purchased by : CENTURION UNIVERSITY OF TECHNOLOGY AND MGT  
Description of Document : Article 12 Bond  
Description : TO OPEN VOCATIONAL TRAINING CENTER  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : CENTURION UNIVERSITY OF TECHNOLOGY AND MGT  
Second Party : SCHNEIDER ELECTRIC INDIA FOUNDATION  
Stamp Duty Paid By : CENTURION UNIVERSITY OF TECHNOLOGY AND MGT  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



*Anchana B*  
The Pavagada Souharda  
Multipurpose Co-operative Limited

.....Please write or type below this line.....

### MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made at Bangalore on the 17<sup>th</sup> day of August 2015, by and between:

BY **Centurion University of Technology and Management** is a nonprofit organization since 2010 working in the areas of providing education and training, having its registered office at: R. Sitapur, Rasur, Parakhemundi, Gajapati and Correspondence address at, **17, Forest Park, Bhubaneswar -751009** hereinafter referred to as (CUTM) which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, its successors and permitted assigns) represented by its Authorized Signatory **Prof Harbandhu Panda, PhD, Pro Vice Chancellor, of the First Part.**

*Ashimanyu Saha*



*Haribandhu Panda*



#### Statutory Alert:

1. The authenticity of the Stamp Certificate should be verified at "www.shrestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AND

**Schneider Electric India Foundation**, a Charitable Trust registered u/s 12A (a) of Income Tax Act 1961, having its Registered Office at No 63/3B, Govigere Village, Bidarahalli Hobli, Bangalore – 560 067, acting through its authorised signatory Abhimanyu Sahu, (hereinafter referred to as "SEIF", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) **of the Second Part.**

**WHEREAS:**

- A. SEIF is involved in providing vocational training and entrepreneur development training to underprivileged school and college dropout youth in the field of electricity through its training partners and supporting them for consequent gainful employment.
- B. CUTM is a State Enacted University and the partners of NSDC with a focus on Skills Development, Vocational Education and Training of BPL and Socio- Economically marginalized youth across India thru its School of Vocational Education and Training
- D. SEIF and CUTM have agreed to partner for running vocational training programmes in the electrical trade to train targeted under-privileged youth.

Now, therefore, SEIF and CUTM agree as follows:

**1. The Project Objective:**

- I. To impart vocational training to underprivileged school and college dropout youth in the field of electricity and assist them for consequent gainful employment in the field of electricity.
- II. SEIF, and CUTM will work together to open 04 new basic electrician-training centers across India. Two out of 04 Basic Electrician Training centers, will operate by Sep 2015 and remaining 02 training centers shall operate by March 2016. After mutual consent which is a core aspiration of this MOU for running vocational training programme in electrical trade to train targeted under-privileged youth, in accordance with the present MOU.

**2. Training duration and content:**

**Basic Electrician training**

The parties herein understand and acknowledge that training duration will be 3 to 4 months for basic electrician training centres. During the training course the trainees will be given training on the following subjects:

- a. Basics of house wiring, building wiring, electrical safety
- b. Introduction to Electrical Products
- c. Handling of tools and instruments
- d. Trouble shooting of electrical installation in residential and commercial building.
- e. Monitoring of electrical installation in residential and commercial building
- f. Training on Solar energy solution
- g. Spoken English, Written English, Computer
- h. Soft Skill – Customer Interaction, Communication
- i. Entrepreneurship – how to run a small business

**3. Location of Training & List of Training Centres**

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- a) The detailed location of the new basic electrician training centre which will be opened during 2015 is mentioned **Annexure I**

#### 4. Qualification of Candidates to be trained

The minimum qualification required for the trainees to join the training shall be:

Sl.no	Training course	Qualification
1	Basic electrician training	<ul style="list-style-type: none"> <li>8<sup>th</sup> to 12<sup>th</sup> class Pass/fail</li> <li>ITI/Diploma Pass/fail</li> <li>College Dropouts</li> </ul>

#### 5. Age limit of the Candidates to be trained:

The age of the candidates should be within 18-25 years. The age limit can relaxed to 28 years in exceptional cases where the candidate is very much in need of the training, which will be jointly decided by the partners.

#### 6. No of Candidate to be trained

As a part this MOU, SEIF & CUTM agree to provide training to 1250 underprivileged youth in the field of electricity as follows:

Training course	No of centre	2015	2016	2017	2018	2019
New basic electrician training centre	04	50	300	300	300	300
<b>Total</b>	<b>04</b>	<b>50</b>	<b>300</b>	<b>300</b>	<b>300</b>	<b>300</b>

#### 7. Responsibility of CUTM

- CUTM shall be responsible for running the course at the training centre and provide training facilities (including training infrastructure like classrooms, work sheds, etc.) according to the specification given in **Annexure -II**
- CUTM shall be responsible for obtaining and regulating the admission of trainees for the course and shall frame such policy as may be deemed necessary in that regard in mutual agreement with SEIF
- CUTM Shall be responsible to open **3** Basic electrician centres within Orissa state and **1** basic electrician-training centre outside Orissa state.
- CUTM will develop the training calendar to meet the mutually set targets and implement the training plan as jointly agreed with SEIF
- CUTM will follow the standard process given by SEIF for:
  - Setting of infrastructure for Lab and Classroom
  - Selection of trainer
  - Selection of trainees
  - Conduct of training
  - Assessment of trainees
  - Training evaluation
  - Certification of trainees
- CUTM must have a process to monitor the earning of the trained candidates for one year after completion of their training.

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- vii. CUTM must participate in monthly reviews to monitor the progress of the training.
- viii. CUTM will interact with Electrical Contractors, Facility Managers, and Hotels to determine the employability potential of electricians and will be responsible for the placement of the youth trained.
- ix. CUTM will be responsible for compliance with all applicable laws, rules and regulations as well as any other requirements pertaining to the aforesaid activities.

**B. Responsibility of SEIF:**

- I. SEIF will provide funding support for the training program according to the below mentioned table:

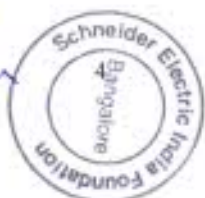
S. No.	Payment details	Unit Cost	QTY	Total Amount in INR	Condition for payment
1.	Lab & Infrastructure for 04 new Basic electrician training centre	600000	04	2400000	Payment shall be made once the setup of Lab and Infra is ready, as per the guidelines specified by SEIF based on actual bills for each centre and CUTM has delivered a written confirmation to SEIF containing suitable details that all applicable requirements under this MOU and otherwise have been duly fulfilled.
	<b>Total Funding in INR</b>			<b>2400000</b>	

- II. SEIF will provide assistance in preparation of training modules and training material.
- III. Representative of SEIF will visit the training centre(s) before starting of any training to facilitate the lab setup and other requirements for starting the training.
- IV. SEIF will assess the effectiveness of training by periodic evaluations and tests in mutual consultation with CUTM and provide technical support wherever needed.
- V. SEIF will train the trainers of training centres managed by CUTM.
- VI. As part SE Teachers mission, SEIF will send subject experts from Schneider Electric to the training centres as guest lecturers to conduct training in technical, behavioural and other soft skills.
- VII. SEIF will provide support, wherever feasible, for trained electricians to get employment within Schneider and with its partners.

**09. Shared Responsibility**

- i. **Recruitment:** Recruitment of faculty and instructors for the training will be done by CUTM based on the criteria mentioned in **Annexure -III**. SEIF will participate in recruiting the trainers short listed by CUTM. Existing faculty, if any will be considered and appointed by mutual consultations.
- ii. **Training Assessment:** Qualitative improvement in the trainings will be done jointly by CUTM and SEIF. SEIF will assist in assessing the quality of training through mutually agreed evaluation systems and CUTM will facilitate in implementing the suggestions given.
- iii. **Reporting:** The progress reporting system will be developed in mutual consultation. The formats and timelines agreed to will be adhered to by the parties.

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- iv. **Coordination:** For coordination between CUTM and SEIF for effective implementation and monitoring of training program, CUTM and SEIF will nominate Single Point of Contact (SPOC) from each side to ensure smooth functioning of the activities.

**10. Certification of Trainees after completion of training course:**

After completion of training, the successful trainees will be co-certified by SEIF and CUTM after an exhaustive evaluation.

**11. Budget:**

The training budget will be finalized on year to year basis jointly. Any change to budget for the project can be done only after mutual consultation and joint approval of the parties.

**12.** CUTM shall maintain separate books of account for the project and this shall be in accordance with appropriate and accepted accounting practices. CUTM will submit half-yearly audited statements of accounts relating to the heads on which funds are provided by SEIF for the training program.

**13.** CUTM will undertake documentation (including photo documentation) of all project activities /processes and share the same with SEIF. All publicity and display material, jointly developed shall prominently contain names and logos of all the organizations.

**14. Dispute Resolution:**

SEIF and CUTM will undertake to resolve any unforeseen events, disputes or misunderstanding in a consensual and amiable manner. Any misunderstanding arising from different interpretation of the clauses in this MOU or emerging from the field activities will in the first instance be the subject of negotiation amongst the parties conducted by the representatives designated by each organization. In case there is no resolution, the parties shall refer the dispute for arbitration. The arbitration shall be conducted in accordance with the Arbitration & Conciliation Act 1996 as amended from time to time. Arbitration shall take place at Bangalore and the Arbitrator shall be appointed in terms of the Arbitration & Conciliation Act 1996 as amended. The Arbitrator's award shall be final and binding on all parties. Subject to the foregoing, courts in Bangalore shall have exclusive jurisdiction with respect to all matters pertaining to this MOU.

**16. Term:**

This MOU shall remain in force from 17<sup>th</sup> August 2015 to 31<sup>st</sup> December 2020 unless terminated earlier in accordance herewith. The MOU may be extended if required on mutual written consent.

**17. REPRESENTATIVES**

The parties have appointed the following senior representatives to co-ordinate all actions under this MOU, including the preparation and execution of the Project and execution of this MOU:

- a) CUTM : Ms.Cini Mohanty
- b) Schneider Electric India Foundation: Prashanth Shetty

**18. Termination**

This MOU may be terminated in whole or in part by any party by giving ninety (90) days written notice to the other parties, if there is any occurrence which in the opinion of the terminating party is sufficient to defeat or substantially prevent or delay the achievement of the objective of the project.

This MOU may also be terminated in the following circumstances:

- (a) By written agreement of the parties hereto;
- (b) By any of the parties hereto subject to one months' prior written notice being sent to the terminating party to the other parties;

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- (c) Forthwith by CUTM by issuing a written notice to SEIF should SEIF commit any material breach of this MOU;
- (d) Forthwith by SEIF by issuing a written notice to the other parties should CUTM commit any material breach of this MOU;
- (e) By any of the parties hereto by sending a written notice to the other parties if the terminating party ceases to undertake the activities that it is presently engaged in.

To the extent feasible, the termination shall not be effected in the middle of a running batch of training, and all efforts will be made to finish the batch and then terminate the MOU.

In case of termination, SEIF has the right to take back the entire lab infrastructure (Equipment, Tool Kit, Furniture), which has been installed and / or funded by SEIF in the training centres set up for electrician training course under this MOU.

#### 19. Miscellaneous

- (a) Each party hereto shall perform this MOU in a timely, diligent, professional and ethical manner, and shall extend all necessary co-operation in connection with this MOU to the other parties hereto.
- (b) Notwithstanding anything in this MOU to the contrary and to the extent permitted by applicable law, (a) in no event shall SEIF, its officers, directors, employees or affiliates be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profit, loss of business, loss of information or data, or other financial loss, whether such damages, etc. arise in contract, tort or otherwise, irrespective of fault, negligence or strict liability, and regardless of whether SEIF has been advised in advance of the possibility of such damages or loss, etc., out of and / or in the course of this MOU; and (b) the maximum liability of SEIF for any and all claims, losses, damages, costs and expenses arising from and / or in connection with this MOU shall not exceed the amounts actually paid out by SEIF under this MOU.
- (c) The parties hereto are independent contracting parties and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This MOU will also not be construed to create or imply any agency, or joint venture, or employer-employee relationship.
- (d) Unless expressly agreed otherwise, each party shall bear its own costs and expenses in respect of the execution and performance of this MOU.
- (e) This MOU will be governed by the laws of India.
- (f) This MOU is not assignable by any party hereto without the prior written consent of the other parties.
- (g) This MOU constitutes the entire understanding between the parties on the subject matter hereof and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the subject matter of this MOU.
- (h) This MOU cannot be superseded, amended or modified except by a written document executed by the authorized signatories of the parties hereto.
- (i) This MOU may be executed in one or more counterparts, each of which will be deemed to be an original of this MOU and all of which, when taken together, shall be deemed to constitute one and the same MOU.

*Abhimanyu Sahu*



*Haribanshu Panda*



IN WITNESS WHEREOF, this MOU has been executed by the duly authorized representatives of the parties hereto on the date first written above.

For (CUTM)	For SCHNEIDER ELECTRIC INDIA FOUNDATION
<p>By: <u>Haribandhu Panda</u> (Signature) Name: Prof. Haribandhu Panda, PhD Designation: Pro Vice-Chancellor Centurion University</p> <p>Witness By: <u>Cinni Mohanty</u> (Signature) Name: Cinni Mohanty Designation: Manager, New Initiatives</p>	<p>By: <u>Abhimanyu Sahu</u> (Signature) Name: Abhimanyu Sahu Designation: Chief Operating Officer Schneider Electric India Foundation</p> <p>Witness By: <u>Prashanth Shetty</u> (Signature) Name: Prashanth Shetty Designation: Assistant Manager-CSR Schneider Electric India Foundation</p>

ANNEXURE - I

Location of 04 New Basic electrician Training Centre

CUTM will conduct the training programs at various locations in India.

Locations will be added as per mutual discussions and agreement between CUTM and SEIF.

S. No.	Centre	Address with Postal Code	Contact no.	Mail Id
1	BBSR	CUTM Bhubaneswar Campus 136/137 Ramachandrapur Jatni	<b>Mr Ajay Rout</b> 09438603040	<a href="mailto:ajayrout@cutm.ac.in">ajayrout@cutm.ac.in</a>
2	PKMD	CUTM Paralakhemundi Campus, R.Sitapur, Rasur Paralakhemundi Gajapati	<b>Mr Sadat Ali</b> 09437619974	<a href="mailto:Sadat.ali@cutm.ac.in">Sadat.ali@cutm.ac.in</a>
3	Rayagada	CUTM Rayagada Campus Rayagada IED	<b>Mr Rajesh Padhi</b>	<a href="mailto:rajeshkumar.padhi@cutm.ac.in">rajeshkumar.padhi@cutm.ac.in</a>
4	Assam	CUTM Assam Campus Rowta	<b>Mr Aditya Saikia</b> 09435239614	<a href="mailto:Aditya.saikia@gramtarang.in">Aditya.saikia@gramtarang.in</a> <a href="mailto:Nabin.dash@gramtarang.in">Nabin.dash@gramtarang.in</a>

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**ANNEXURE -II**

**A. Specification for Classroom – for basic electrician training centre**

- I. The class room space should accommodate minimum 30 seats for the trainees with comfortable seating arrangement with writing pads.
- II. In case of separate room for classroom and laboratory, the class room size should be of minimum 10' X 15' and the laboratory size should be 15' x 30'
- III. The Lab should be equipped with the Display unit with Schneider Electric Products, 5 working boards and 6 tool kits as given by SEI Foundation.
- IV. Safety charts has to be displayed in the lab and classroom
- V. There must be a fire - extinguisher in the lab to ensure safety during fire accidents.
- VI. There must be first-aid box with required medicine for burns, cuts etc.
- VII. The exclusive centre should have minimum 2-3 computers in working condition

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**ANNEXURE –III**  
**Qualification and Experience of Trainer**

1. The instructor should be an ITI / Diploma in Electrical Trade or a qualified engineer with fundamental coursework and knowledge in electrical engineering. However, the minimum qualification of the trainer may be modified as per mutual agreement between the parties.
2. He should be proficient in written and spoken English.
3. He should know to communicate and teach in local language of the state in which the training is conducted.
4. He should be able to handle a class of 25 candidates and motivate them to become electricians / entrepreneurs
5. He should be able to learn Schneider Electric products and teach the candidates to work on Schneider Electric products.

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