

Memorandum of Understanding

This memorandum of understanding (hereinafter called MoU) is executed on this 5th Day of June, 2017.

BETWEEN

The Governor of Odisha represented by the Odisha Skill Development Authority (OSDA), Skill Development and Technical Education Department, Niyojan Bhawan, Unit-III, Kharvel Nagar, Bhubaneswar-751001 herein after called "the First Party" which expression shall unless repugnant to the contract shall mean and include its successor-in-interest and permitted assignees of the FIRST PART.

And

Gram Tarang Employability Training Services Pvt. Ltd. Represented through its Managing Director (herein after called the Second Party) which expression shall, unless repugnant to the context, include its successors and permitted assignees of the SECOND PART:



WHEREAS the FIRST PARTY, a Trust registered under Indian Trust Act.1882 bearing No23817/51 date.1.12.2016 incorporated by the Department of Skill Development and Technical Education and Training, Government of Odisha works in a focused and mission mode for enhancing the employability of unemployed youth through skill development training programmes for generation of employment of underprivileged youth through various partnerships and industry tie-ups;

AND WHEREAS the FIRST PARTY works in a public-private partnership mode where Government, Private Sector professionals are stake holders and the FIRST PARTY's efforts of linking maximum number of youth to jobs in the organized sector is basically aimed at reducing poverty and achieving all round developments of the State.

AND WHEREAS THE Second Party, Gram Tarang Employability Training Services Pvt. Ltd., a Private Limited Company incorporated under



the Companies Act, 1956 was set up in the year 1999 having its Corporate Office at 17, Forest Park, Bhubaneswar, Odisha, PIN-751009 and engaged in the business of Vocational Skill Development is desirous of building skilled manpower pool and training solutions in the State of Odisha.

NOW THIS AGREEMENT WITNESSETH and the parties hereto hereby agree as follows, namely:-

1. THE PROJECT:

(a) The Second party will undertake Up-skilling of Bed Side Attendants/ Nurses and ANM on Pilot basis for 200 ANM graduates of Nursing institutes at School of Health Sciences & Paramedics, Centurion University of Technology and Management, Jatni in the following Modules/Qualification Packs under Healthcare Sector Skill Council(HSSC). Training shall be focused on developing technical skills and behavioral traits of the ANM passed candidates on preparing them for better employment.

Sl. No	QP NOS	Trade	Total Duration (in Hours)
1	HSS/Q2302	Emergency Medical Technician-Advanced	1000
2	HSS/Q0301	Medical Laboratory Technician	1500
3	HSS/Q2601	Operating Theatre Technician	1200
4	HSS/Q3002 & HSS/Q3001	Refractionist (1200 Hrs.) & Vision Technician(425 Hrs.)	1625

(b) The Pilot Project shall be completed within 01 year of execution of this MoU.

2. TRADE & APPROVED COST:

The trade –wise details of the training along with target & approved cost towards Training cost ,Boarding and Lodging & Assessment fees is as per details at Annexure-I.



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3. MOBILIZATION:

- (a) The open sourcing of ANM graduates to be done by the Second Party in consultation with Health & Family Welfare Department. The Second Party shall share the draft advertisement to OSDA prior to sourcing.
- (b) The Second Party shall on their part identify or mobilize prospective Bed Side Attendants/ Nurses and ANM passed out trainees for their up-skilling on their own/ with the support of Health Department.
- (c) Working Nurses/ANMs/Bed-side attendants, engaged either in Private or Government establishments/ institutions, shall not be eligible for the Programme. The Second Party shall have to ensure the same while enrollment of candidates for the training.
- (d) The Second Party shall provide admission to the selected candidates after screening (based on aptitude and aspirations of the youth) and the decision of the Second Party regarding admission of the prospective candidate shall be final. At the time of screening, an authorized representative nominated by the First Party (District Employment Officer) shall, however, remain present.

4. TRAINING CENTRE INFRASTRUCTURE:

- (a) Training shall be conducted by the Second Party at School of Health Sciences & Paramedics, Centurion University of Technology and Management, Jatni.
- (b) The Second Party shall be required to furnish an affidavit declaring that the designated training centre is free from any litigation and encumbrance. The same needs to be furnished to the First Party before commencement of any training.
- (c) Sub-letting or franchise mode of training in any form shall not be adopted.
- (d) The Second Party shall put in place a dedicated training centre coordinator in the centre who will be the point of contact for that training centre.



- (e) The Second Party shall be considered as the service provider and shall be solely responsible for managing the training programme and also the boarding and lodging activities.
- (f) The Second Party shall ensure that the training centre is having a Name Board which specifies that it is a training centre of OSDA.
- (g) The Second Party shall ensure the maintenance of the training centres in good condition during the training period.
- (h) The Second Party shall take steps to upgrade itself technically to imbibe the new technology or applications introduced by the First Party whether for administrative purposes or for methodology of training.
- (i) The minimum hardware prescribed in Annexure-II shall be made available at the training centre by the Second Party. Over and above, the minimum tools and equipments as per the trade specific requirements as prescribed under the concerned Sector Skill Council (SSC) guidelines shall also required to be set up by the Second Party.
- (j) A readiness certificate is to be furnished by the verifying authority to be nominated by the First Party regarding the infrastructure available with the Second Party for training in the relevant trade before commencement of training. This has to be ensured by the Second Party.
- (k) The Second Party may be required to undergo concurrent evaluation of the quality of its trainers and its training centre infrastructure by an independent agency engaged by the First Party for this purpose as and when required.

5. TRAINING:

1. The Second Party shall conduct the courses as per the parameters laid down against the trade(s) under the concerned SSC and also follow the course curriculum and duration as prescribed under the concerned Qualification Pack(s). The Qualification Packs under Healthcare Sector Skill Council along with the targets of training to be completed within 01 year of execution of this deed is as appended at Annexure-I.



2. The Second Party shall take the following steps for successful implementation of the programme, namely:-
- (a) Establishing placement tie-ups for placements in reputed Industries/ institutions/organisations;
 - (b) Structuring the required training inputs including training material, content and curriculum, training infrastructure, assessment methodology etc;
 - (c) Sourcing the required training resources (manpower);
 - (d) Ensuring the quality in the training as per the required standards and specifications;
 - (e) Documentation of training programme in a timely manner in OSDA' Management Information System(e-Nijukti) ;
 - (f) Making the data available for random audits whether during training, placement or post placement;
 - (g) Each trainee would be tracked once every month for a period of one year. Parameters to be applied for such tracking would be as under:-
 - (i) Placement shall be within 3 months of completion of training and the Second Party shall be required to ensure the remuneration/incremental remuneration per month.
 - (ii) The Second Party shall also ensure whether the trainee continues to work in the same or higher job role till end of the tracking period (whether with same or different employers).
 - (iii) If there are periods of unemployment between different jobs, it shall be ascertained by the Second Party about the duration of such gaps and reason for leaving earlier job without having a job in hand.
 - (h) Submission of consolidated attendance sheet, Batch Commencement, Batch Completion, Placement reports in the prescribed Formats with supporting documents under the joint signature of the District Employment Officer ; and



- (i) Taking steps not to encourage franchise mode of training or contract any part of its obligations, duties, or responsibilities under this MoU to any third party.

3. Further the Second Party shall

- (a) May periodically upgrade, modify the content of the training modules in consultation with First Party;
- (b) Shall strive to get industry certification for the course;
- (c) Shall provide "The overall training infrastructure specially the training aids and equipment being as per industry benchmarks which will include:-
 - (i) Trainers with suitable qualifications and experience being hired and each trainer must have undergone Training of Trainers;
 - (ii) Industry relevant content, appropriate to the learning groups, conforming to the requirements of National Skills Qualification Framework.
 - (iii) The student and trainer enrollment linked to Aadhar, assessment being Video recorded, if required.
 - (iv) The First Party shall draw Standard Operating Protocols and the same shall be adhered by the Second Party. The same has been annexed at Annexure-II.
- (d) Shall provide trainee entitlement sheet, timetable, and training materials to the trainees after joining and latest by inception of the batch;
- (e) impart of Soft Skills (which include computer literacy, language and workplace interpersonal skills relevant for the sector or trade) shall be an integral part of the skills training process and must be suitably integrated in to the courses modules; for which no separate duration shall be allowed as it shall be an integral part of the qualification packs.
- (f) shall monitor and review the program components to assess quality of delivery and learning achievement once in every 15 (fifteen) days in the form of assignments, tests, group discussion, demonstration work, industry faculty assessment, etc.



- (g) shall maintain the activity sheet of each qualification pack batch-wise at the training centre;
- (h) Shall install Bio-metric device for capturing the attendance of the trainees as specified by the First Party (Both in the Classroom and Hostel).
- (i) Shall ensure that the trainees complete the training successfully;
- (j) Shall not encourage duplicity of training in convergence with other Central or State sponsored training programmes;
- (k) Shall maintain the database of each admitted candidate being trained in specified trade or qualification pack and share it with the First Party in the prescribed format. Similarly the data base of the trained candidates upon completion of training shall also be submitted in the prescribed format before the release of final installment of the training cost;
- (l) shall upload the trainees details in the Monitoring Information System platform of OSDA as required in the every stage of the training within the stipulated period beginning from batch creation and completion to placement of the trainees failing which the batch of training shall not be considered;
- (m) Executive branding of the programme shall be planned by the Second Party in consultation with OSDA.
- (n) The Second Party would bring in innovative training pedagogy & industrial certification to experiment alternatives in domain of the programme.
- (o) Stringent action shall be taken against the Second Party if duplicity in training is found in convergence with other Central or State sponsored training programme.

6. ASSESSMENT & CERTIFICATION

- a. The Second Party should ensure independent Third Party Assessment & Certification either through an industry or industrial body such as GE Healthcar or through Health Sector Skill Council(HSSC) of NSDC. A dual certification process may also be followed with Centurion University.



- b. In case of Third Party Assessment through Assessors of Health Sector Skill Council(HSSC) of NSDC only, the Second Party shall be reimbursed with assessment fees based on actuals subject to a maximum of Rs. 1500/- per trainee appearing the assessment. However, no extra cost of assessment shall be paid to the Second Party towards Third Party Assessment & Certification through an industry or industrial body/ dual certification process with Centurion University.
- c. In case of Third Party Assessment through Health Sector Skill Council(HSSC) of NSDC, the modalities for conduct of Sector Skill Council(SSC) Course and its Procedure of assessment adopted by OSDA for its Placement Linked Training Programmes has to be meticulously followed by the Second Party. The same is appended at Annexure-III, III-a & III-b.
- d. Assessment of trainees shall be conducted under a scanner or to be Video recorded and the First party shall also depute observers(District Employment Officer or his Representative) to ensure independent and unbiased assessment and certification of trained candidates.

7. PLACEMENT:

- (a) The Second Party shall be required to ensure the placement in job of the trained youth in the following manner namely:-
 - i. The outcome of the training programme shall lead to minimum of 70% employment (wage based) of the successfully certified trainees within three months of completion of training (i.e within 03 months of completion of the training followed by its assessment and certification).
 - ii. In case of wage employment, candidates successfully trained in each of the 04 the Modules (Qualification Packs/Trades) as enlisted in Annexure-I, shall be placed by the Second Party in jobs that provide minimum of Rs. 8,000/- as wages per month and such candidates should continue to be in jobs for a minimum period of three months.



- (b) The liability to ensure that the trained candidates accept the job offer and join at the work place rests with the Second Party and any consequential losses shall be borne by it.
- (c) The Second Party shall ensure parents meeting before placements in coordination with the District Employment Officer if they feel such interaction will help in ensuring more candidates accept the job offer and join the work place.
- (d) The Second Party is to submit placement details of the placed youth upon completion of training in the prescribed format within a period of fifteen days after placement and also upload the same in the Monitoring Information System of Odisha Skill Development authority.
- (e) The Second Party shall ensure that the sector of placement is in sync with the area of training.
- (f) The Second party shall maintain the batch-wise database of each placed candidate being trained in specified trade or skill, placed beneficiary with the Name of Employer, contact number, salary and designation of the trained youth and the same needs to be shared with the First Party and to be updated to the First party regularly.
- (g) If a trained candidate is disqualified in any selection test for employment, the Second Party will be required to do the needful and rearrange the capacity building programme including the repetition of the programme at their own cost if they feel it necessary to achieve the required placement criteria. The liability of failure of the candidate shall be attributed to the Second Party and all consequential losses shall be borne by them only.
- (h) The Second Party shall carry out continuous follow up with Employer or Agency and will stay in touch with the aspirants for at least 3 (three) months after they start working.
- (i) The Second Party shall facilitate opening of a Bank account of the persons placed in job at a location close to the area or location of placement wherever



possible in order to enable the newly skilled persons from Special areas / Groups to settle into their jobs/vocations under wage employment and the candidate shall be paid directly Rs.1500/- per month by the First Party provided that the placement is made within three months of certification and after post placement verification of placement of the candidate by the 1st Party. The Special Areas/Groups would be those as defined under Clause 5.1 & 5.2 of Schedule-I of the Common Norms Notification made on 20.5.2016 by the Ministry of Skill Development and Entrepreneurship, Govt. of India.

- (j) The payment (as stated in Para 7-i above) shall be made in case of Placement outside district of Domicile and shall be in the following manner:-
 - (i) Men for 2 months from the date of joining;
 - (ii) Women for 3 months from the date of joining.
- (k) Along with the placement reports in the prescribed Format, the Second Party shall submit the list of placed candidates with their designation and date of joining in the letter Head of the Employer.
- (l) The Second Party shall furnish the copy of the first, second & third month's salary slips of the placed candidate duly countersigned both by the Employer and the candidate himself or the copies of the first and subsequent pages of the Bank Pass book of the placed candidate in which the salary has been credited.
- (m) Upon submission of placement details of the placed candidates by the Second Party, the First Party shall conduct the required placement verification to establish the genuineness of such placement before the release of balance 20% of the training cost.

8. TRAINING FEES & LODGING BOARDING CHARGES:

- (a) (i) Training fee/ Base cost /skill development costs payable to the Second Party by the First Party shall be reimbursed at the rate of Rs 40.40/- per hour of training for trades/sectors as listed in Annexure-I in respect of each trainee who successfully completes the training and certified.



- (ii) The hourly rate shall be inclusive of cost components such as Mobilization, Post-placement tracking/monitoring, curriculum, Placement expenses, Trainer's training, Equipment, Amortization of Infrastructure costs/Utilities, Teaching Aid, Raw material, Salary of trainers, Cost of Uniform, Cost of Advertisements/ Publicity(if any), etc.
- (iii) All trainees should be provided with Uniforms by the Second Party as prescribed by OSDA for Placement Linked Training Programmes. No separate payment shall be made towards cost of Uniforms, which shall be met by the Second Party from within the training cost.
- (b) The duration of training for the SSC (HSSC) trades shall be as per the duration approved and mentioned against each trade in Annexure-I.
- (c) The total fee payable shall include all taxes and incidental charges and Tax Deductions at Source as applicable shall be deducted.
- (d) Trainees should have a minimum attendance of 80%. Those having less than 80% shall be considered as dropouts.
- (e) Residential training shall not be mandatory. Trainees opting for Residential training shall only be considered for reimbursement of Boarding and Lodging cost.
- (f) (i) Boarding and Lodging cost shall be reimbursed as per the rates as mentioned in Annexure-I against each trade only against those trainees who have availed the Residential training facilities.
- (ii) First Party shall lay down Standard Operating Procedure for ensuring that, the benefit of Boarding and lodging cost to be reimbursed should reach the beneficiary both in terms of improved living conditions and quality of food. This shall be monitored and the expenditure shall be certified by the verifying officer (District Employment Officer in this case) nominated by the First Party.



- (iii) Lodging and boarding cost shall be extended to the trainees having a minimum attendance of 80% per month.
- (iv) Dropouts will not be considered for 2nd and subsequent months. The 1st month payment of the dropouts shall be adjusted in the next month.
- (v) For ensuring transparency and genuineness of the exact number of candidates availing lodging and boarding provision including the number of days availed, installation of Biometric attendance in the Hostel shall be mandatory for the Second Party like that of the Training Centre.
- (g) The supporting documents i.e. batch commencement report, consolidated attendance sheet of the trainees for the month and batch completion report in case of payment for final month's claims shall be submitted in the prescribed formats along with the Invoice duly countersigned by the Second Party and the concerned District Employment Officer for reimbursement of lodging and boarding cost of the residential trainees.
- (h) The indicative MENU prescribed in Annexure-IV shall be followed by the Second Party for maintaining the quality of food to be provided to the trainees.
- (i) For candidates from Special areas, (as defined in Clause 5.1 of Schedule 'I' of the Common Norm) undergoing training outside district of such Special Areas, to and fro transport cost as per actual subject to a maximum of Rs.5000/- per trainee shall be reimbursed by the First Party in case of Residential training and /or in respect of all skill development training programme where trainees from Special Areas are trained outside these areas, and training programme anywhere in the country where women trainees have to travel 80 kms. from their homes to reach the nearest training centre and who are availing of lodging and boarding arrangements made for them at the following rates namely :-

