



सत्यमेव जयते

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For Navgurukul Foundation for Social Welfare

Director

राजेश अग्रवाल/RAJESH AGGARWAL  
अपर सचिव/म नि./Additional Secretary/DG  
प्रशिक्षण महानिदेशालय/Directorate General of Training  
कौशल विकास एवं उद्यमशीलता मंत्रालय  
Ministry of Skill Development and Entrepreneurship  
भारत सरकार/Govt. of India  
नई दिल्ली/New Delhi

Statutory A.C.T.

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**Memorandum of Understanding**  
**for**  
**Undertaking Skill Development activities under provisions of Flexi-MoU scheme**  
**Between**  
**Directorate General of Training (DGT)**  
**Ministry of Skill Development & Entrepreneurship, Govt. of India**  
**AND**  
**Navgurukul Foundation for Social Welfare**  
**Gurugram, Haryana**

This Memorandum of Understanding ("MOU") is entered on the 17<sup>th</sup> Day of December 2019 at New Delhi

**Between**

**Directorate General of Training, Ministry of Skill Development and Entrepreneurship, Government of India (hereinafter referred to as "DGT"), having its office at Kaushal Bhawan, B-2, Pusa Road, Karol Bagh, New Delhi – 110005**

**AND**

**Navgurukul Foundation for Social Welfare, an organization registered under the provisions of the Companies Act 2013 (hereinafter referred to as "NavGurukul") having registered office at 354, Sector 47, Gurugram, Haryana, India, 122018**


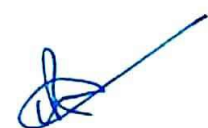


**Whereas –**

1. The Directorate General of Training (DGT) under the aegis of Ministry of Skill Development and Entrepreneurship is the apex organization for development and coordination at National level for the programmes relating to long term Vocational Training including the Flexi-MoU scheme.
2. Ministry of Skill Development and Entrepreneurship (MSDE) introduced the concept of Flexi-MoU in the year 2014 and policy guidelines for the same were implemented vide letter dated 31st July 2014, which were later revised & latest revision released on 28<sup>th</sup> February 2019 vide letter ref no. [MSDE (DGT)-19/11/2016-CD, dated 14.03.2019].
3. Flexible Memorandum of Understanding or Flexi-MoU scheme is designed to cater to the needs of both industry as well as trainees, allowing industries to train candidates as per skill set requirements of industry and providing trainees with an industry environment aligned with the market demand and the latest technology to undergo training. The scheme gives the industry the flexibility to create tailored skilling programmes with customized courses, having content and curriculum that is market relevant and meets the industry requirements.
4. Navgurukul Foundation for Social Welfare was founded in November 2016 with an objective to provide access to quality job and growth opportunities through higher education to youth from underserved and underrepresented communities. Currently, it offers a residential learning program in software programming course which teaches students coding languages such as but not limited to Java, Python, Node.js and React.js. and a guaranteed job.

The course has two components - training on the residential campus and professional experience on-site in a company. This happens over a period of eighteen months to three years. There are two campuses that are running this course at 1) Dharamshala (Address: Ward number 202, Sukkhad (Garh, Dharamshala, Himachal Pradesh 176057) and, 2) Bangalore (Address: 45/1, 45/2, Avalahalli Huskur Panchayath, Sarjapura Hobli, Anekal Taluk Dist, Bengaluru, Karnataka 560099).

NavGurukul's mission is to catapult the students to a high-growth career which can enable the student to come out of intergenerational poverty and further work towards solving the problems of their own community. The organisation ensures that an education experience at NavGurukul offer three key deliverables to its students: a) a strong sense of ownership and confidence as their own personal



and professional growth b) hard and soft skills needed to ensure getting a job in a domain which offers high employment growth opportunities c) a safe space to cultivate awareness about social issues and individual roles and responsibilities in engaging with them.

80+ students have been placed in jobs where they are earning from 20,000 INR to 40,000 INR per month. Their incomes have increased their family-income by about 200-600%. There is comprehensive peer-based support available to the new joiners at Navgurukul through alumni students.

The demographics of the students are from 16-27 years of age, from about 14 different states of the country, across all the major religions, caste and parent occupations. There are students who are HIV+, transmen, and students with disabilities. NavGurukul strives to create a diverse learning space where each learner feels respected and cared for.

The students manage the facilities with the help of a facility in-charge. There are no teachers. The alumni students take responsibility for mentoring, placements, pay-forwards, etc. in a systematic manner for existing students in Navgurukul. Each student's expenses for accommodating food, stay, laptop, Internet, admission, facilitation and placement are taken care of.

Qualitatively speaking, the impact in a student's life happens in three folds a) getting an entry in a market which offers modern livelihoods opportunities such as software engineering, thus paving a way for not only their own families for financial stability and growth but for younger generation in their communities b) the learning is practice-driven and hands-on, it makes them confident problem solvers c) the trust-based learning environment enhances and protects their self-confidence and esteem to shape and achieve their career aspirations.

5. Navgurukul caters to the needs of modern age skill of software programming through its new age customized courses cutting across all sectors and industries. The vision of the organization is to address income inequality and unemployment in India through its skilling interventions. Hence, NavGurukul has approached DGT for signing of Memorandum of Understanding under the Flexi-MoU Scheme and conduct Skill Development activities as an Industrial Training Partner (ITP) under the flex-MoU scheme. This MoU shall help cater to development of skilled resources for (but not limited to):

- a. Software Developers
- b. Digital Literacy Trainers


- c. First time entrepreneurs and professionals in Social Sector
  - d. First Generation students with some certification
6. DGT is pro-active in transforming country's youth into industry ready workforce. In view of the foregoing and in its quest to be an enabler of market relevant skilling activities, and sustainable/inclusive Skill Development, DGT intends to sign this MoU with Navgurukul Foundation for Social Welfare.
7. Accordingly, the Parties hereto mutually agree to enter into this MoU for undertaking Skill Development activities under the Flexi-MoU scheme of Ministry of Skill Development and Entrepreneurship (scheme guidelines are annexed as **Annexure-I to this MOU**).
8. The organisation Navgurukul Foundation for Social Welfare fulfils the eligibility criteria laid down in Flexi-MoU scheme guidelines; as it deals with new age cutting edge software training with ensured placement in software development including start-up companies. (**Refer Annexure-I, Flexi-MoU Guidelines Section 4.1.d**)



#### I. Objective

DGT and Navgurukul Foundation of Social Welfare have mutually agreed to enter into this Memorandum of Understanding with following objectives:

- A. Provide an opportunity to the youth to acquire skills related to Software Programming Industry through 'Learn and Earn' approach consisting of a mix of theoretical and practical training components, with assured employment validating their credentials of employable skills in the areas of high employment potential
- B. To contribute in the overall growth of programming, software and information Technology and Education Industry/s by creating a pool of skilled manpower in software programming and Information Technology skills which is a high employment potential domain.

#### II. Role of DGT

- Create awareness about Flexi-MoU among all the stakeholders within the skill ecosystem, and regularly publish list/details of new MoUs signed with Industrial Training Partners on scheme portal.

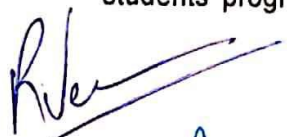
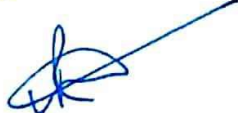
  




- Review and approve curriculum and content developed by ITP i.e. Navgurukul Foundation of Social Welfare for courses/training to be conducted under this MoU.
- Create provision on DGT/scheme portal for registration of ITP, uploading trainee details, uploading of milestones report and issue of e-Certificate.
- Provide credentials and access to portal for ITP's trainees and other stake holders.
- Monitor the implementation of the Milestones Report by the ITP.
- Issue e-NTC (National Trade Certificate) under flexi-MoU scheme to successful candidates upon validating compliance of ITP's responsibilities as laid down under this MoU including validation of training completion, candidate's minimum eligibility and proof of successful placement/ employment/ self-employment.

### III. **Role of Industry Training Partner (ITP) (Navgurukul Foundation for Social Welfare)**

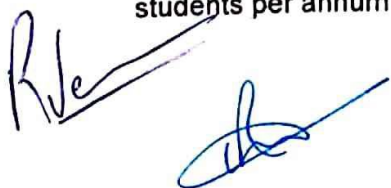
- Identify the training needs for ensuring that the developed course has high employment potential.
- Develop tailored courses and curriculum as per industry requirements and get the same approved by DGT. Proposed list of courses is attached as Annexure II.
- Fulfill infrastructure requirements of the course, i.e. space norms such as classroom and other basic amenities in training wing, access to computers/laptop along with adequate mentorship
- Provide reasonable access to machinery, equipment and technology required for training.
- Provide qualified mentorship and exposure conducive to learning. Provide the right blend of theoretical and practical learning, required in the Industry
- Conduct the mobilization and trainee selection process as per selection criteria laid down by Industrial Training Partner itself. Upload details of trainees selected on the scheme portal.
- Conduct in-house checks and prepare a milestone report detailing the students' progress on each milestone

- Upload the enrolled student's data and above-mentioned progress report of all the candidates on the scheme portal
- Arrange for professional work experience (through job placement or self-employment) and ensure post placement/ employment monitoring for at least 6 months. The salary during the cited 6 months should be at least INR 20,000/month or more in case of employment in start-ups, industries and corporates; and INR 15,000/month or more in case of employment in Social Enterprises, non-profits, freelancing or self-started business.
- Orient the trainee at the time of admission regarding discipline, attendance, leave and other rules and regulations as applicable to industry. It is advisable that candidates are informed in writing about the terms and conditions of the industry where they are to undergo training to avoid any sort of complication later.
- In case of hazardous industries, before signing the MoU, Industry shall disclose the conditions (in consultation with DGT & State Directorate) like minimum age and level of medical fitness (e.g. colour blindness) etc. as per the industrial safety norms applicable in the industry. ITP should ensure that the trainees are provided all necessary safety equipment and instruction before commencement of the training.
- ITP to create or assign an internal committee for managing trainee grievance similar to the provisions made for regular employees of ITP.
- The ITP to follow Flexi-MoU guidelines issued by DGT (refer Annexure I) and/or any modifications/notifications to same issued from time to time by DGT.

#### IV. General Conditions of Training under this MoU (to be ensured by ITP)

- Students enrolled under the residential training programme of duration 1 year or more at Bengaluru and Dharamshala campus only of NavGurukul are eligible for training and certification under this flexi-MoU.
- A maximum of 100 students annually to be enrolled at each of the 2 campuses i.e. Bengaluru and Dharamshala.
- Covers all eligible students enrolled under the residential training program at Bengaluru and Dharamshala campus on the date of signing of this MoU; and thereafter within the entire duration of MoU (limited to 100 students per annum at each campus)





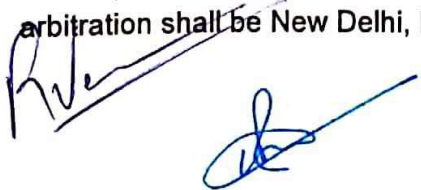
- Eligibility criteria of students as minimum 16 years of age and 8<sup>th</sup> pass.
- Course duration of maximum of 3 years, including 1 to 1.5 year of residential training (which may include internship) as one component and another component of 6 months of salaried employment/ self-employment.
- NavGurukul shall endeavour to achieve 100% placement for all students enrolled under this MoU; only students who successfully complete the training including achieving 6 months of employment/ self-employment (with one or more employers) shall be deemed eligible for award of e NTC certification by DGT under this MoU
- In above scenario, minimum salary/income post training should be at least INR 20,000/month or more in case of employment in start-ups, industries and corporates; and INR 15,000/month or more in case of employment in Social Enterprises, non-profits, freelancing and or self-started business.
- NavGurukul shall upload/ provide relevant proofs of course completion and employment, to DGT towards fulfilment of eligibility criteria for award of certification of their enrolled candidates. Proof of employment shall include Offer letter, salary certificate from employer, salary slips or bank statement of candidates clearly indicating 6 months of income.
- DGT shall issue e-NTC (National Trade Certificate) under this flexi-MoU upon receipt of satisfactory proof in support of aforementioned documents from Navgurukul.

#### **V. Validity**

This MoU is valid for three years from the date of signing. It can be extended in slots of 3 years on similar or such other terms as may be agreed between the parties by mutual consent.

#### **VI. Arbitration**

In the event of breach of this Agreement/MoU the DGT and ITP (Navgurukul Foundation for Social Welfare) shall make reasonable efforts to reach an amicable settlement thereof. If they cannot reach an amicable settlement all disputes arising in connection with this MoU thereof, the same shall be referred to Secretary, Ministry of Skill Development & Entrepreneurship. The decision of Secretary, Ministry of Skill Development & Entrepreneurship shall be final and binding on both. The city of the arbitration shall be New Delhi, India.





## VII. Termination of MoU

DGT and ITP (Navgurukul Foundation for Social Welfare) are free to terminate the MoU at 3 months' written notice as outlined in the Flexi-MoU Guidelines. However, this shall not affect the training of candidates already enrolled.

## VIII. Other Conditions

- Both the parties agree that each other's logo shall be used in all promotion documents, concerned by other party and related to training only, but not for any commercial purposes.
- Any amendment or change in the scope of work or terms of engagement under the MoU could be affected from time to time with mutual consent and in writing.
- It is clarified that parties will mutually discuss and consult each other for any provision arising out of this MoU in order to identify and decide upon the manner in which the activities are to be done. Parties will agree upon their roles and related activities from time to time by way of exchanging letters or emails.
- Severability. If any provision of this MoU is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this MoU, and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereto agree to use their reasonable efforts to negotiate a valid or enforceable provision which achieves to the greatest extent possible the objectives of the invalid or unenforceable provision as a substitute for any such invalid or unenforceable provision.
- No Party hereto shall be liable for any delay or failure to comply with its obligations under this MoU that is caused by circumstances beyond its reasonable control. Non-exhaustive illustrations of such circumstances are war, riots, explosions, abnormal weather conditions, fire, flood, earthquakes or similar natural calamity, nation-wide or regional strikes and lockouts, Government action or regulation and nation-wide or regional power failures




For and on behalf of DGT,



Rajesh Aggarwal  
Director General/Additional Secretary  
Directorate General of Training  
New Delhi

राजेश अग्रवाल/RAJESH AGGARWAL  
अपर सचिव/म.नि./Additional Secretary/DG  
प्रशिक्षण महाविद्यालय/Directorate General of Training  
कौशल विकास एवं उद्यमशीलता मंत्रालय  
Ministry of Skill Development and Entrepreneurship  
भारत सरकार/Govt. of India  
नई दिल्ली/New Delhi

Witness I:

  
17/12/19

Name: PUNITA BHATIA  
Location: DGT, Kaushal Bhawan, Delhi

For and on behalf of  
Navgurukul Foundation for Social Welfare

  
Director

Rishabh Verma  
Director and Chief Operating Officer  
Navgurukul Foundation for Social Welfare  
354, Sector 47, Gurgaon, Gurgaon,  
Haryana, India, 122018

Witness II:

  
19/12/19

Name: Deepak Kumar  
Location: DGT, Kaushal Bhawan, Delhi