

This Memorandum of Understanding (hereinafter) referred to as "MoU" is entered into at Shimla (Himachal Pradesh), on 8th day of April 2022.

BETWEEN

Himachal Pradesh Kaushal Vikas Nigam (HPKVN), registered as a Company limited by Shares under Section 7(2) of the Companies Act 2013 and of the Companies (Incorporation) Rules, 2014 vide Registration No. U74999HP2015NPL001036 on 14th September 2015 with its Registered Office at **2nd Floor, STPI Building, Block No.24, SDA Complex, KASUMPTI, SHIMLA, HP-171009**, represented through **Smt. Kumad Singh (IAS)** it's **Managing Director** and authorized signatory hereinafter referred to as "**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 (IIT), Mandi, is an autonomous public technical and research Institute located in Mandi district of Himachal Pradesh at Kamand Campus, VPO Kamand, Distt. Mandi – 175075, India represented through Prof Laxmidhar Behara, it's Director and authorised 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 and **THE SECOND PARTY** are both hereinafter individually referred to as the party and collectively referred as the Parties.

WHEREAS the "**FIRST PARTY**" is spearheading skilling Initiatives of the State of Himachal Pradesh. Currently, the first party is implementing Asian Development Bank (ADB) funded Himachal Pradesh Skill Development Project (HPSDP).

AND WHEREAS "**The SECOND PARTY**" being an autonomous public technical and research institutes located across India. It is under the jurisdiction of Ministry of Education, Government of India is mandated to impart training in the technical areas in the field of IT Technology & Research "**THE SECOND PARTY**" has expressed its interest to "**THE FIRST PARTY**" for training of Himachali Youth in achieving goal of imparting latest and up to date technical knowledge in the field of **IT Technology & Research**

AND WHEREAS "**THE FIRST PARTY**" has accepted the proposal of the "**THE SECOND PARTY**" and both the parties have decided to sign this memorandum of understanding with the following objective:-

1. Objective:

This subject agreement may be considered as Memorandum of Understanding to pool the respective strengths, resources, expertise and goodwill of both the respective parties to the MoU for the purposes of supporting in employment/project work to the trainees on their successful completion of the same.

2. Role of THE FIRST PARTY:

- a) It shall only support mobilisation, freezing of batch in support with the "**THE SECOND PARTY**".

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- b) It shall review every phase of implementation of the MoU on continuous basis along with project progress report and review and visit the training and residential facility.

3. Role of THE SECOND PARTY:

- Primary responsibility of mobilisation** will be with **"The Second Party"**.
- It shall provide trainings as per curriculum mutually agreed upon by both the parties.
- It shall appoint a Nodal Officer (Single point of Contact for Communication and responsible for Submission of reports and Bills within time period) for this project as point of contact for **"THE FIRST PARTY"**.
- It shall provide courseware and requisite training and at the end, conduct assessments and issue certificates to the successful pass out.
- It shall submit monthly report of each batch for review of **"THE FIRST PARTY"**.
- It shall ensure safety of all the trainees and provide safety equipments during the training period.
- It shall ensure compliance to all the Guidelines instruction issued by **"THE FIRST PARTY"**.

4. Eligibility of the candidates to be selected for training

- Himachali youth candidates who are willing for wage/Self employment on completion of training shall be enrolled.
- Candidates enrolled must possess the pre-requisite qualifications as prescribed by the Second party.
- Selection of candidates would be done by developing an evaluation criteria based on academic qualification and experience mutually agreed upon by both the parties.

5. Batch Validation in HPKVN MIS & Attendance

Batch of selected candidates shall be uploaded on Internal HPKVN MIS after it has been approved /validated by the HPKVN Training team with minimum 70 % Attendance.

6. Training Course& Duration

The training shall be provided in the following course/s:

| Sno | Name of the short-term course | Duration of the course (in months) | Target participants (BE/BTech/BCA/MSc/MCA/ITI) | Branch or discipline of the target participant |
|-----|---|------------------------------------|---|--|
| 1 | Product design and manufacturing | 1 month | BE/B.Tech./ITI/Diploma | Mechanical , production, materials, aerospace, civil, electrical etc |
| 2 | Embedded Systems | 1 month | BE/BTech/MSc/Computer Science, Electronic Science, /MCA/ITI | Computer Science, Electronics, Electrical Engg |
| 3 | Hands on training of Computational Fluid Dynamics | 1 month | BE/BTech/ME/MTech/ITI | Mechanical/Civil/Aerospace/Chemical |
| 4 | Model-based Predictive Control for Industrial Systems | 1 month | BE/BTech/ME/MTech/ITI | Electrical, Mechanical, Aerospace, Chemical |
| 5 | Finite Element Modeling for Engineers | 1 month | BE/BTech/Polytechnic Engineers/ITI | Mechanical Engg, Civil Engg, Electrical Engg, ITI in Fitter, ITI in Survey |
| 6 | School Camp on Robotics and Artificial Intelligence | 1 month | 11th and 12th class students of HP | Science (Physics, Mathematics) |



Each training course will also focus on Entrepreneurship as an integral component.

7. Placement & Support

- a) It shall explore opportunities for the wage/self-employment to the trained and certified candidates except for candidates trained under School Camp on Robotics and Artificial Intelligence which will be for Project work.

8. Cost Estimate:

- a) "THE FIRST PARTY" will payout the funds to **Indian Institute of Technology (IIT), Mandi** for the number of candidates trained & certified under this program batch wise in advance. Incase of dropouts after advance payments for a batch the fees per candidate amount needs to be adjusted in later batches. Cost related to boarding or lodging will be paid on actual basis.
- b) Incase, the candidate leaves the training within one week days due to any reason, HPKVN would be allowed to send replacement with no extra cost.
- c) The detailed fee structure of the proposed courses is provided in the table below:

| S no | Name of the short-term course | Duration of the course (in months) | Target participants (BE/BTech/MCA/IT) | Branch or discipline of the target participant | Course fee per person (in INR) | Hostel and food charges per person (in INR) | Tentative numbers | Tentative costing | GST @18% Overall | Total Costing |
|------|---|------------------------------------|--|--|--------------------------------|---|-------------------|--|------------------|---------------|
| 1 | Product design and manufacturing | 1 month | BE/B.Tech./ITI/Diploma | Mechanical, production, materials, aerospace, civil, electrical etc | 15,000 | 200/- Stay is on sharing basis | 80 | 200*80*30=480000 15000*80=1200000 Total= 1680000 | 302400 | 1982400 |
| 2 | Embedded Systems | 1 month | BE/BTech/MSc(Computer Science, Electronic Science, /MCA/ITI) | Computer Science, Electronics, Electrical Engg | 15,000 | 200/- Stay is on sharing basis | 80 | 200*80*30=480000 15000*80=1200000 Total= 1680000 | 302400 | 1982400 |
| 3 | Hands on training of Computational Fluid Dynamics | 1 month | BE/BTech/ME/MTech | Mechanical/Civil/Aerospace/Chemical | 15,000 | 200/- Stay is on sharing basis | 80 | 200*80*30=480000 15000*80=1200000 Total= 1680000 | 302400 | 1982400 |
| 4 | Model-based Predictive Control for Industrial Systems | 1 month | BE/BTech/ME/MTech | Electrical, Mechanical, Aerospace, Chemical | 15,000 | 200/- Stay is on sharing basis | 80 | 200*80*30=480000 15000*80=1200000 Total= 1680000 | 302400 | 1982400 |
| 5 | Finite Element Modeling for Engineers | 1 month | BE/BTech/Polytechnic Engineers/ITI | Mechanical Engg, Civil Engg, Electrical Engg, ITI in Fitter, ITI in Survey | 15,000 | 200/- Stay is on sharing basis | 80 | 200*80*30=480000 15000*80=1200000 Total= 1680000 | 302400 | 1982400 |
| 6 | School Camp on Robotics and Artificial Intelligence | 1 month | 11th and 12th class students of HP | Science (Physics, Mathematics) | 10,000 | 200/- Stay is on sharing basis | 100 | 200*100*30=600000 10000*100=1000000 Total= 1600000 | 288000 | 1888000 |
| | | | | | | Total | 500 | Training & Boarding Lodging Cost A- | 1,18,00,000 | |
| | | | | | | | | Additional Mobilization Cost B- | 20,00,000 | |
| | | | | | | | | Project cost including | 1,38,00,000 | |

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Note: In addition to **Training & Boarding Lodging Cost -A** , an additional amount of **Rs. 20 lakhs** (maximum) will be required for the promotion of these courses in the remote areas to mobilize the youth to join these courses which will be paid to IIT Mandi on reimbursable basis **added as Additional Mobilization Cost B.**

The tentative cost for the programme **500** students is expected to be **INR 1, 38, 00,000/-**. This is under the assumption that the programme will benefit **candidates pursuing various courses mentioned above** over a period of **1 year**

- d) The fund released to **"THE SECOND PARTY"** will be in accordance with the procedures laid down under this MoU. Need based deviations, if any, will be done after approval from HPKVN committee.
- e) Incase, we are unable to find the right candidates for the program or due to any non compliance from second party, HPKVN will reserve the right to cancel or hold the commencement of upcoming batches with no penalty or obligation.
- f) **"THE FIRST PARTY"** will make disbursement directly to **"THE SECOND PARTY"** to the cost incurred (**Course fee +Accommodation + food + Mobilisation & Publicity**) after due approval from **"THE FIRST PARTY"** (It will require documents of proof to justify Trained numbers).

9. Reporting Mechanism

The Second Party shall submit with First Party-

- i. Report on commencement of training programme within 30 working days, including residential courses, with separate details of the candidates and facilities.
- ii. Monthly report along with attendance, curriculum covered and daily job logs (if applicable) signed by the candidates.
- iii. Report on Training completion of candidates.

10. Training Target & Duration:

- i. Total training target will be **500 candidates** pursuing various courses mentioned above in cost table
- ii. Approval for subsequent batches shall only be given after satisfactory performance of the earlier batches.

11. Curriculum approval /IEC material & Assessments & Certification:

- i. THE SECOND PARTY will develop the curriculum for new and existing technologies which are in demand as per the market requirement and get the relevant approvals from respective Govt. authority as per the mutually agreed Job roles or can teach them on their own without any extra payment.
- ii. Training material & curriculum shall be as per requirement to be provided by **THE SECOND PARTY.**

12. Faculty Requirement and Infrastructure

- i. **"THE SECOND PARTY"** shall meet the faculty as well as infrastructure requirement in terms of number as well as qualification as per norms prescribed by the competent authority.

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13. Validity:

MoU shall be valid for a **period of 1 year** from the date of signing of the same and can be renewed further on mutually negotiated terms and conditions in writing.

14. Non Binding Nature of this MoU:

Despite the statements and obligations expressed herein this MoU is a non-binding expression of the current intentions of the parties, and neither party will incur nor be bound to any legal obligations or expense hereunder to the other party until and unless definitive agreements have been negotiated, approved by the necessary management levels of each party and executed and delivered by authorised representatives of both the parties.

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 occurrence of one or more of the following events:

- a. If any Party commits a breach of any of its obligation under this "MoU" and fail to provide remedy within 15 days from the date a written notice shall be sent to such Party.
- b. If any Party become 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 Principal Secretary (Technical Education), Government of Himachal Pradesh.
- c) In case, any party/ parties is/ are dissatisfied with the decision of Principal Secretary, Government of Himachal Pradesh Department of Technical Education 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,

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SDA Complex, Shimla-2

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 Shimla jurisdiction, for constitution of the Arbitral Tribunal in accordance with the Arbitration and Conciliation Act, 1996. The fee of Arbitrator, costs and other incidental expenses to the Arbitration proceedings shall be borne equally by the Party/ Parties nominating the Arbitrator. 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:

All disputes arising under or in relation to any matter herein shall be subject to the jurisdiction of Courts of Shimla, 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 students of Institution.
- 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 **Himachal Kaushal Vikas Nigam (HPKVN)** and **Indian Institute of Technology (IIT), Mandi** affirm their commitment to fulfil 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. Both the Parties hereto shall act on a Principal to Principal concept.

THE FIRST PARTY (HPKVN)


Managing Director
Authorized Signatory
Himachal Pradesh Kaushal Vikas Nigam,
SDA Complex Kasumpti, Shimla-9

THE SECOND PARTY (IIT, Mandi)


Authorized Signatory
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.

Himachal Pradesh Kaushal Vikas Nigam (HPKVN) & Indian Institute of Technology (IIT), Mandi
In the presence of:

Witness:

1. Saral Dr. Saral Prakash, GM HPKVN, Shimla;
2. Tushar Dr. Tushar Jain, IIT Mandi



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