



INDIA

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STAMP DUTY MAHARASHTRA

JUL 27 2017

For Thane Bhakt Sahakar Bank Ltd.
Thane Main Branch
Authorised Signatory

Memorandum of Understanding between Tata Motors Ltd. and A B Trust for Skills and Sustainability

This Memorandum of Understanding (MoU) is entered on this 28th day of
July Two Thousand and Seventeen.

BETWEEN

TATA MOTORS LIMITED, a company incorporated in India under the provisions of the Companies Act, 1956 and having its registered office at Bombay House, 24 Homi Mody Street, Mumbai 400 001, India through its Authorized Representative, Mr. Vinod Kulkarni, Head- CSR (hereinafter referred to as "**Tata Motors**" or "**TML**" which expression shall, unless it be repugnant to the context or meaning thereof, include its successors in interest and permitted assigns) of the **First PART**; and

AND

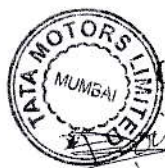
AB Trust for Skills and Sustainability, a social service organization registered under the Societies Registration Act 1860, having its office at AB Towers No 148, Perambur Barracks Road, Purasawalkam, Chennai-600007, hereinafter referred to as "**ABTSS**", through its authorized representative Mr. A. Afzal - Managing Trustee which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns, (as the case may be) of the **SECOND PART**;

Tata Motors and ABTSS are referred to individually as a "**Party**" and collectively as the "**Parties**"

WHEREAS:

- (A) Tata Motors Limited is India's largest automobile company headquartered at Mumbai, India. TML is committed to improving the 'Quality of Life' of communities by working on four thrust areas - employability, education, health and environment. Its social activities are centered on topics, which are relevant to the country's development. Hence, TML's CSR activities are focused around community development initiatives.
- (B) ABTSS is social service arm of Professional Skill Training and Consultancy Pvt Ltd, An ASDC (Automotive Skill Development Council) affiliated skill Development Company, having more than 3 registered driver training centers Chennai, Tamil Nadu engaged in providing vocational training to youth from underprivileged socio-economic background.

- (C) Tata Motors and ABTSS jointly decided to train underprivileged youth in marketable vocational training courses and is desirous of establishing necessary training infrastructure.



For AB FOUNDATION FOR
AND CONSULTANCY

- (E) The Parties have agreed to implement the project on the terms and conditions stated in this MoU (the "MoU") and as mentioned in project.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:

1. Strategic Objectives

- 1.1 The purpose of this MOU is to enable the Parties to enter into a non-exclusive, collaborative relationship for the purpose of furthering their common interests of vocational training unemployed youth.

2. The Working Relationship

The bipartite collaboration would be guided by the following mutually agreed principles:

- All the parties shall ensure transparency and accountability in all activities Undertaken as a part of the project.
- The parties shall encourage adoption of a scientific, rational, democratic, Bottoms up, community needs-based approach to skill development.
- The parties shall encourage the use of Technology-based interventions for Higher impacts, outreach and outcomes.
- Each Stakeholder to designate Single Point of Contact (SPoC) for effective Coordination during the project execution.
- TML and ABTSS shall after signing of this Memorandum of Understanding (MoU) work out a detailed, mutually agreed upon, PLAN for undertaking skill developmental of youth, by utilizing, mutually agreed upon resources to be brought in by respective parties. The said PLAN shall be executed between the parties in the Form of LETTER that shall include inter alia details of funds to be contributed by respective parties for deployment of skill development project against set of deliverables as per the mutually agreed upon SCHEDULE OF PAYMENT.

3. ROLES & RESPONSIBILITIES:

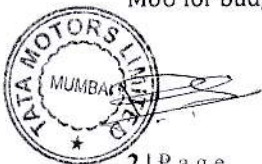
Please refer to Annexure III of the MoU for roles and responsibilities of both the parties.

4. TERM OF THE MOU AND PROJECT DURATION

- This MoU is valid for 3 years, effective from the July 2017 to June 2020.
- The project, involving that for training and placement of 250 youth in Heavy Commercial Vehicle Driving and Light Commercial Vehicle will have the periodicity from 1st July 2017 to 31st March 2018.
- The partners may sign addendums for yearly projects. The MoU will expire by June 2020.

5. Budget and Payment Schedule

The total budget of this program for Financial Year 2017 – 18, is **Rs. 24, 00,000/ (in words, rupees twenty four lakhs only)**. Please refer to Annexure II of this MoU for budget and Annexure VII of this MoU for payment schedule.



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6. USE OF TATA MOTORS BRANDING:

The project is developed under Tata Motors' skill building program - 'Kaushalya'. The logo of 'Kaushalya' can be used appropriately within the scope of this project with mutual consent.

7. No liability:

- ABTSS shall comply with all laws, regulations and also arrange to provide all the necessary approvals for carrying out all the PLANS agreed between the parties, for ensuring compliance of all applicable law, statutes for deployment as mentioned in this MoU and subsequent PLAN to be executed in the form of a Letter. TML shall not be liable in any manner whatsoever for any non-compliance in respect of the applicable laws, regulations and in the event of any adverse claim of whatsoever nature arising thereof, the entire burden shall be strictly borne by ABTSS.
- Nothing in this MOU is intended or shall be construed to authorize either Party to create or assume any liability or indebtedness of any kind in the name of, or on behalf of the other Party or to act for or be responsible for the performance of the other Party in any manner except and to the extent expressly provided in this MOU. Notwithstanding anything contrary contained herein the Parties shall not be obliged to incur any liability in case any of the Parties shall without prior specific approval/consent of the other Parties' in writing, assume or create any obligations on the Parties' behalf or incur any liability on behalf of the Parties or in any way pledge or purport to pledge the Parties' credit or accept any contract binding upon the Parties.

8. Confidentiality

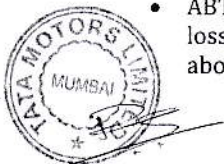
The Parties will keep confidential any confidential information (which is identified orally or in writing, or which should reasonably be supposed to be confidential) provided by either Party, and each Party agrees not to use such information except to meet the purpose of this MOU or by law. These obligations of confidentiality will not apply to information that: (i) becomes public other than through disclosure by the receiving party; (ii) is received from any other party under no duty of confidence; (iii) is independently developed; or (iv) that the receiving party possesses without any restrictions as to disclosure prior to receiving it from the disclosing party.

9. Miscellaneous :

9.1 INTELLECTUAL PROPERTY RIGHTS

With respect to the services rendered under this MOU, the Parties agrees that:

- All Intellectual Property Rights (IPR) arising out of this MOU and the data, information or activities therein shall solely vest with Tata Motors Ltd. Usage of any such data or information that involves the IPR of TML shall amount to an infringement if such usage is not authorized in writing.
- ABTSS agrees that it shall comply with all the relevant laws and shall not infringe any Intellectual Property Rights in the course of performing its obligations under this MOU.
- ABTSS agrees to indemnify/ keep indemnified TML from all claims, suits, actions, losses, penalties, or liabilities arising out of a breach of the clauses 9.2.1 or 9.2.2 above.



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9.2 INDEMNITY

ABTSS indemnifies TML against any claims, suits, actions, losses, penalties, or liabilities that may arise due to any of the following:

- Any injury (injury to person including death or injury to any form of property) or loss caused to the employees/ contractors/ agents/ authorized representative of ABTSS whilst carrying out ABTSS's obligations under this MOU.
- Any breach of obligations by ABTSS under this MOU.
- Violation of any laws/ regulations or any statutory compliance that ABTSS was supposed to undertake/ comply whilst discharging its obligations under this MOU.

9.3 COMPLIANCE WITH LAW

- ABTSS shall comply with all applicable statutes and shall maintain such records and registers and obtain such licenses or registrations as required by the law to fulfil its obligations under this MOU. TML shall not be liable in any manner whatsoever for any non-compliance on part of ABTSS of the applicable laws/ regulations or orders and in the event of any adverse claim of whatsoever nature arising thereof, the entire burden shall be strictly borne by ABTSS.

9.4 Ethical Behavior

- ABTSS represent and warrant that it has conducted and shall conduct its business in accordance with the highest ethical standards and it shall comply with all applicable laws in the performance of its obligations under this MOU, including but not limited to, laws dealing with ethical business practices.
- If, at any time during the term of this MOU, ABTSS is informed or information comes to its attention that it or any of its affiliates is or may be in violation of any applicable law (or if it is so determined by any court, tribunal or governmental agency or authority), ABTSS shall immediately take all appropriate steps (including any reasonable requests by TML) to remedy such violation and comply with such a law in all respects. Where such violation occurs and is not remedied TML may terminate this MOU with immediate effect.
- ABTSS shall establish and maintain all proper records (including accounting records) required by applicable law and shall make such records available to TML, if requested to do so.
- ABTSS acknowledges of having read Tata Code of Conduct, 2015 accessed from Tata Motors company website URL: <http://corp-content.tatamotors.com.s3-ap-southeast-1.amazonaws.com/wp-content/uploads/2015/10/tata-code-of-conduct.pdf>. ABTSS, as CSR Partner of Tata Motors, acknowledges to comply with the guidelines given therein as part of upholding highest ethical standards during the deployment of this Project.
- Failure of either party to enforce compliance with any term or condition of this MOU shall not constitute a waiver of such term or condition of this MOU or the right to subsequently enforce such term or condition in the future. No waiver by either party of any provision of this MOU shall, in any event, become effective unless the same shall be in writing and such waiver shall be effective only in the respective instance described and for the purpose that the waiver is given.
- If any provision of this MOU shall be found to be invalid or unenforceable, the validity or un-enforceability of such provision shall not affect the other provisions of this MOU and such provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision with a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.



- The Parties agree to ensure that the rights and obligations of the Society or the Institute, assigned hereunder are specific to the Institute and the Society; Institute shall not, without the prior written consent of the Parties, assign, change or otherwise transfer, delegate or share any provision of this MOU to any third party in any manner whatsoever.
- Nothing in this MOU is intended or shall be construed to authorize either Party to create or assume any liability or indebtedness or any kind in the name of, or on behalf of the other party or to act for or be responsible for the performance of the other party in any manner except and to the extent expressly provided in this MOU. Notwithstanding anything contrary contained herein the Parties shall not be obliged to incur any liability in case the Society or the Institute shall without prior specific approval/ consent of the Parties in writing, assume or create any obligations on the Parties' behalf or incur any liability on behalf of the Parties or in any way pledge or purport to pledge the Parties' credit or accept/ execute any contract binding upon the parties.
- No amendment or change hereof or addition hereto shall be effective or binding upon any of the parties hereto unless the same is reduced in writing with specific reference to this MOU and executed by the Parties hereto.
- Neither party to this MOU will be liable for breach of this MOU to the extent caused by or arising from prohibition or restriction by law or regulation of any Government, fire, flood, storms, weather, strike, lock-out or other labour problems, accident, riots, Acts of God or other events beyond the reach and control of the Party.
- This MOU together with all the annexure, schedules and/or appendices, if applicable, constitutes the entire MOU and understanding between the parties hereto and supersedes all oral and written representations and MOUs between the Parties relating to the subject matter thereof. However, this MOU will not relieve the Parties from their respective rights and obligations against each other arising out of or in connection with any previous MOU.
- Either party shall be at liberty to terminate this MOU after giving 3 months' notice.
- In the event of expiration or any termination of this MOU in whole or in part, the provisions contained with regard to "Indemnification", "Confidentiality", "Statutory Compliances" shall survive and continue in effect and shall inure to the benefit of and be binding upon both the parties and their legal representatives, heirs, successors and assigns.
- This MOU is being executed in duplicate, each of which shall be deemed to be original. Each party shall retain a copy thereof.
- This MoU constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes prior negotiations, representations or MOU, either written or oral.
- Any issues not specifically covered by this MOU shall be resolved only by mutual discussion between the Parties.
- Any dispute or difference arising out of or in connection with the MOU between the Parties shall be referred to the sole arbitrator appointed with the mutual consent of both the parties and the provisions of the Arbitration and Conciliation Act, 1996 shall apply. The award passed by arbitrator shall be final & binding on both the Parties subject to provision of arbitrator act. Save as aforesaid, the Courts in Mumbai alone will have exclusive jurisdiction in the event of any legal/ judicial proceedings.
- **Training Fee** - ABTSS should not take any fee from any other source for this program and neither should share details of trainees with any other agency. However, ABTSS should take insurance and driving license charges from the beneficiaries.
- **Counterparts**-This MOU is being executed in two counterparts. One counterpart shall remain with each Party.



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Managing Trustee

- All notices, requests and other communications which shall be or may be given pursuant to this MOU shall be sent by registered mail and/or personal delivery and/ or courier and shall be addressed to the Parties hereto at their respective offices set forth in this MOU. Such notices, requests and other communications shall be deemed to be received and made effective when duly arrived at the other Party's address.
- **Notice-** For purposes of coordination and administration of this MOU, the Parties designate their respective contact/focal points as follows:

If to AB Trust for Skills and Sustainability:

Attention: A.Afzal

Address: AB towers, No 148, Perambur Barracks Road, Purasawalkam, Chennai

Email: afzal@parveentravels.com



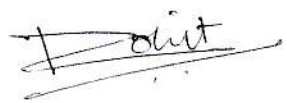

If to the TML:

Attention: Vinod Kulkarni

Address: CSR Department, 2nd Floor, Tata Motors Ltd, Teen Haath Naka, Thane (w)

Email: vc.kulkarni@tatamotors.com

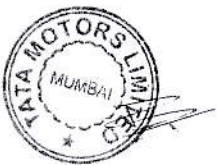
#	Annexure No.	Annexure Description
1	Annexure - I	Rationale - Needs Assessment
2	Annexure - II	Project Proposal from ABTSS
3	Annexure - III	Roles & Responsibilities of Parties
4	Annexure - IV	TML Training Center Guidelines
5	Annexure - V	Deliverables of ABTSS
6	Annexure - VI	Outcomes
7	Annexure VII	Schedule of Payment

For Tata Motors Limited	For AB Trust for Skills and Sustainability
	
Vinod C. Kulkarni Head - CSR	A.Afzal Managing Trustee
Witness	Witness
	
ROHIT SAROJ Senior Manager - CSR	V.Ramesh Trustee

ANNEXURE - I

Rationale – Needs Assessment

A	Background:																																								
		To train and produce new professional heavy vehicle drivers through Professional Driver Training Academy, a unit of Professional Skill Training & Consultancy Pvt Ltd																																							
B	Baseline Data on Community Needs																																								
		The Indian trucking industry has around 5.6 million vehicles on the road and need around 7 lakhs to 8 lakhs new truck drivers every year																																							
B1i	Quantitative: Secondary Data																																								
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B2	Qualitative: Stated / Unstated / Felt Needs / Aspirations / Stakeholder (or Beneficiary) Testimony																																								
		1214 road crashes occur every day in India. To reduce this accident ratio and ful fill the current shortages of drivers in the automotive industry qualified and professional drivers are very much required.																																							
C	Conclusion: Need for the CSR (Skill Development) Project																																								
		To support unemployed youth and produce qualified HTV drivers.																																							

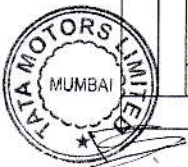


For AB FOUNDATION FOR CSR
AND SUSTAINABILITY

[Signature]
Managing Trustee

ANNEXURE - II
Project Proposal from Partner Organization

A Introduction						
Professional Skill Training & Consultancy Pvt Ltd, having three driving academy's in Chennai to execute CSR program on HTV driving.						
B Scope of the Project						
To train LCV license holder to HTV						
C Target Beneficiary and Eligibility Criteria						
	#	Eligibility Criterion	Units	Value	Documentary Evidence or Proof	Remarks, if any
	1	Age Range (From to)	Age	18 to 25 years	School Leaving Certificate / Board Exam Marksheet	<input type="checkbox"/>
	2	Max. Annual Family Income	Rupees / Annum	Rs 72000		
	3	Caste or Social Category	N.A.	N.A.	School Leaving Certificate	Preference to SCs & STs
	4	Min. Academic Qualification		10th Std	School Leaving Certificate	
	5	Max. Academic Qualification	-	10th Std	School Leaving Certificate	Class 12th / Graduates
	6	Gender	M/F	Male	Do	Preference to Females
	7	Family background	-	Below poverty level	Letter from Panchayat/District project officer/Ration Card	Preference to Orphan / Single Parent Child
	8	Residential location		Candidate from urban/rural	SL Certificate/ DPO letter/Ration Card	
D Project Cost						
	#	CSR Project Expense Heads	Tata Motors Contribution (cost / unit) in Rs.	Partner / Beneficiary Contribution (cost / unit) in Rs.	Total Cost	Remarks
	1	DIRECT COST				
	1	Driving Training Expenses for HTV, Males	125X12,000	For insurance	1,500,000.00	For 125 male candidates
	2	Driving Training Expenses LCV, Females	125X 7,500	For insurance	9,37,000.00 Say 9,00,000.00	For 125 female candidates
	3	*to cover Insurance to the candidates				For 250 candidates
	4	** to cover RTO Charges				For 250 candidates
	2	OVERHEADS	NIL			
		GRAND TOTAL (1 + 2)	Contribution from Tata Motors-INR 24, 00,000.00/- (in words, rupees twenty-four lacs only).			



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AN 1/2/2018
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ANNEXURE III Roles & Responsibilities

Role of TML

Within scope of this MoU, TML plays role of donor/ funding agency which broadly stands for providing training fee subsidy to underprivileged youth. This subsidy will be in form of budget support extended to implementation partner. Budget amount is mutually decided according to proposal submitted by the implementation partner before commencement of every financial year.

Responsibilities of Tata Motors

- **Funding Support:** TML will extend funding support of Rupees Sixteen Lakhs only to the partner to train 125 Heavy Commercial Vehicle (HCV) Male Drivers and 125 Light Commercial Vehicle (LCV) Female till March 2018. The actual amount will be calculated on pro-rata basis of number of HCV drivers trained.
- **Assessment and Certification:** TML shall facilitate Joint certification of the Trainees. The format of the certificate shall be approved by TML and no certificate shall be issued without the consent and approval of TML.
- **Online CSR MIS & Portals Training to Partner:** It is the responsibility of Tata Motors to facilitate fresh / refresher training of the partner *Single Point of Contact* (SPoC) on TML CSR Online MIS and different portals (as may be applicable to the Partner-Project combination), with help of Tata Motors Vendor M/s Tangent Tech Solutions. It is the responsibility of the Partner to ensure that they nominate and authorize a competent SPoC for being trained to ensure updation of project specific data/info on Tata Motors Online CSR MIS systems and Portals. The Training to be arranged on mutual availability and convenience of the Partner SPoC & Vendor M/s Tangent Tech Solutions.
- **Support for Internships / Placements:** TML without any obligation on its part will facilitate possibilities for internships and placement for student for relevant jobs whenever possible. TML would facilitate introduction and signing of Memorandum of Understanding with the interested employers. No such facilitation shall cast on obligation on Tata Motors to provide employment, internships and trainings to the candidates undergoing the training

Role of ABTSS

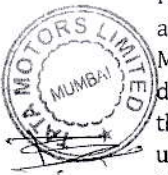
Within scope of this MoU, ABTSS plays role of Implementation Partner which broadly stands for establishing training centers as per TML guidelines, appoint center staff including trainers, train unemployed youth, conducted assessment of trainees (youth) as per mutually decided criteria and extend opportunity for suitable placement.

Responsibilities of ABTSS

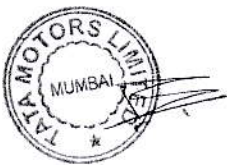
- **Installment Payment linked to Deliverables:** It is the responsibility of the ABTSS to achieve, report all the pre-determined and mutually agreed upon Deliverables (Refer Annexure IV) in TML CSR Payment Portal in timely manner. This is a necessary pre-requisite for the Partner to be able to request release of installment payment to Tata Motors, as applicable. In case the deliverables have not being completely achieved or partially achieved within timelines, Tata motors shall, upon consultation with partner, reserve the right to re-schedule/postpone the release of that particular installment payment till the associated deliverables have been achieved and reported to satisfaction. Any deviations in actual progress of project versus that mentioned in this MoU needs to be highlighted by ABTSS with detailed justification in the Deliverables format being uploaded in MIS. In case Tata Motors finds this reported deviation with its justification plausible and acceptable, the same may be approved by Tata Motors for release of installment payment as per Schedule of Payment (Refer Annexure VI) thereby preventing any delay in project funds release to Partner.



- **Beneficiary Mobilization, Training & Placement:** The implementation partner will mobilize beneficiaries – youth between 18 to 25 years of age at the time of enrollment at the training center and conduct training as per the pre-decided schedule. The training and placement of the candidate must complete of end of the respective financial year. Final payment to the implementation partner – ABTSS will be calculated on the basis of training & placement of beneficiaries completed during the financial year.
- **Achieving Target Outcomes & Reporting:** ABTSS should focus on outcomes-based approach leading to impacts that can be measured and assessed in future. The Partner shall make all earnest efforts to achieve and/or exceed the pre-determined and mutually agreed upon Target Outcome Indicators or Measures (Refer ANNEXURE V) and report progress in joint-review meetings during and after the Project period, as applicable.
- **Presentation with Quarterly Update on CSR project by ABTSS:** It is the responsibility of the Partner to deliver a presentation on the project progress to Tata Motors every month during the financial year as per the mutually decided timelines. The Partner shall draft Minutes of Meeting (MoM) of this joint-review and share it with Tata Motors for future reference.
- **Facilitating Project Site-Visit or Field-Visit by Tata Motors:** The Partner shall facilitate, co-ordinate and enable the project site-visit or field visit by Tata Motors. Such visits typically would involve interaction with project beneficiaries, partner staff deploying the project, interaction with community, government and other concerned key stakeholders. The observations of Project Site-Visits or Field-Visits shall drafted in Minutes of Meetings (MoM) and suitable actions undertaken by both parties to address respective *Opportunities for Improvement* (OFIs) in time-bound manner. The Partner shall draft Minutes of Meeting (MoM) of this joint-review and share it with Tata Motors.
- **Beneficiary Profile Forms updation in MIS:** It is the responsibility of ABTSS to ensure filling of individual student beneficiary profile forms in hard copy, complete in all respects, for updation in Online CSR Employability Portal of Tata Motors. This is to be done one time before commencement of training program, no later than a week of starting the batch. This would be done either by completing online details or Excel Sheet templates as is determined by Tata Motors and conveyed to Partner. The responsibility of getting these Profile Forms filled in hard copy is that of the Partner and facilitating it to be uploaded in Online Portal is that of Tata Motors with help of MIS Vendor M/s Tangent Tech Solutions.
- **Monthly MIS Reporting:** It is the responsibility of the Partner to report on monthly basis in Online CSR Reporting MIS of Tata Motors the project's actual progress in terms of number of beneficiaries covered under this CSR project against the pre-determined, mutually agreed upon monthly targets not later than 3rd day of every month.
- **Beneficiary Attendance & Exam Results Updation in MIS - Batchwise:** It is the responsibility of ABTSS to ensure updating of 100% of beneficiary's monthly attendance and exam test marks/results in Online CSR Employability Portal of Tata Motors not later than 5th day of every next month. This may be done completing online details or Excel templates as is conveyed by Tata Motors. The responsibility of getting these Profile Forms filled in hard copy is that of the Partner and facilitating it to be uploaded in Online Portal is that of Tata Motors with help of MIS Vendor M/s Tangent Tech Solutions. The placement details of all beneficiaries also needs to be done by ABTSS on similar lines as mentioned above in a timely manner. For AB FOUNDATION FOR SKILLS AND SUSTAINABILITY



- **Engaging Qualified and Competent Human Resources for Project Deployment:** For deploying this Tata Motors CSR project, the Partner shall ensure engaging Qualified, Competent, experienced Human Resources / Project Staff. Partner shall consult Tata Motors for the qualification of project staff. In case of any existing project staff to be dis-engaged from the Project or Partner, for plausible reasons, the final decision to do so shall be jointly undertaken by Partner and Tata Motors. Any decision of engagement or dis-engagement of project staff by Partner to be done with consultation with Tata Motors.
- **Payment Receipts & Utilization Certificate (UC):** It is the responsibility of ABTSS to arrange for uploading the soft copy of the duly signed and stamped Receipt of Payment received in TML CSR Payment Portal within 3 days of the funds having credited in its bank a/c. Process for next installment shall not be initiated by the TML CSR Online Portal unless the Receipt of the previous payment has been uploaded by the Partner. After the end of the financial year and before 10th May 2018, ABTSS shall be responsible to arrange to upload the Funds Utilization Certificate (UC). This UC shall be prepared by and issued on Letterhead of an Independent Auditor Chartered Accountant giving reference to this CSR project MoU and the Project Expenditure-headwise items - budget and actual, line-itemwise and cumulative. The said UC to bear signature and stamp of the M.NO. & FRN. of the Auditor. The said UC to be issued jointly to Tata Motors and ABTSS. Unutilized amount, if any, to be adjusted in next financial year if the CSR Project continues. In case the Project might not continue in next financial year, such utilized funds may be dealt with as mutually decided by Tata Motors and ABTSS in writing.
- **Partner Documentation in Online MIS for Legal Compliance on CSR:** The Companies Act, 2013 has section 135 on Corporate Social Responsibility (CSR) to be read in conjunction with prescribed CSR Policy Rules, 2014. Basis this prevailing Indian CSR related legal and regulatory framework, Partners of CSR projects of TML have to upload their organization documentation (E.g. Trust Deed, Memorandum of Association, 12A/80G Certificates, Annual Reports, FCRA related documents, Cancelled Cheques etc.) on TML Online CSR Portal for them to be eligible for deploying CSR projects and receiving CSR funding. These documentation requirements are as per widely accepted practices for CSR deployment by Indian corporates including Public Sector Enterprises and Private Sector Companies. The Partner shall ensure that all applicable Documents shall be uploaded by them in TML Online CSR MIS System before requesting certificate from TML.
- **Dedicated, Separate Bank a/c for TML CSR project:** The Partner shall ensure that a dedicated, separate bank a/c for this TML CSR project shall be opened and maintained as good accounting practice, adhering to financial discipline, ease in auditing and thereby enabling 'good governance'. The Partner hereby commits that the said dedicated, separate bank a/c shall be used solely for TML CSR Project cash-flows viz. TML CSR funds credit into the a/c and TML CSR Project expenditure debit from the a/c. This is envisaged to result in greater accuracy in financial reporting and timeliness in issuance of Funds 'Utilization Certificate' (UC) at end of the financial year by Independent Auditor (Chartered Accountant). No other donor or project cash-flows shall be allowed to be done by Partner through this above-mentioned a/c. The Partner shall provide all the applicable bank a/c details to TML for the same to be mapped against the Partner's Vendor Code for issuance of payments for this Project.



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Annexure IV

TML Training Center Guidelines

A Scope of Work of Partner Organization					
For the implementation of this project, ABTSS shall:					
i)	Establish necessary physical infrastructure for the training of youth in automotive trades - Professional Driving and Motor Vehicle Mechanic, after consultation with a TML representative.				
a)	10 x 20 m classroom				
b)	Library room with training related books				
c)	Practical Laboratory				
d)	Portable drinking water facility				
e)	Separate toilets for men and women				
f)	Internet connection				
g)	Training vehicle with dual control (only for Driver Training)				
ii)	Establish necessary training infrastructure including				
a)	Benches and chairs				
b)	Electricity with power back-up				
c)	Laptop or computer system				
d)	Projector with screen				
e)	Printer and scanner				
f)	White board with marker				
g)	Ventilation (fans, AC)				
h)	Electric points with multiple connection outlets				
iii)	Ensure that the eligibility criteria is met when selecting trainees for training including the TML Affirmative Action Program, which should ensure that 40% of the youth trained under this program should be from SC/ST/OBC communities.				
iv)	Ensure that the course curriculum of the above mentioned trades should be as per the National Council for Vocation training (NCVT) curriculum or as per National Occupation Standards (NOS) or mutually agreed in consultation with TML.				
v)	The training must be held for	6	days in a week	and	4 hours in a day.
vi)	Share details of the beneficiaries, in the format developed by TML, and enter details of the beneficiaries in the TML MIS portal.				
vii)	Certify the income and education status of the beneficiary and the same shall be cross-verified by TML representatives.				
viii)	Take well qualified and experienced faculty in the appropriate field or trade/ course.				
ix)	Maintain minimum of 80% trainees' attendance, which will be considered only through TML's online MIS portal. This is excluding public and weekly holidays. trainees not meeting this criteria, without informing the same, will be considered as drop-outs. Exceptions to drop-outs include major health issues, natural calamities and a death in the family. If a trainee has dropped out, they should only be considered for the next batch.				
x)	Provide placement/ self-employment to at least 70% youth who have successfully completed the training program.				
xi)	Follow the following guidelines for Conduct Assessment and Certification				
a)	The certificate format should be pre-approved by TML.				
b)	The partner should inform to TML one week prior when planned to start written & practical exam.				
c)	The assessment should use TML question bank developed for this purpose.				



	e)	The marks should be entered in the online MIS within 5 working days.
	f)	Anyone will get less than 60% marks shouldn't be give certificate.
	g)	The trainees must be get the Certificate within 3-week effect from last date of written exam.
xii)	Follow the following guidelines for Placement	
	a)	An appointment letter or salary slip must be taken from the trainees after placements for documentation.
	b)	The first job will be considered as candidate's placement record.
	c)	The trainees should be placed within 30 days after receiving the certification.
	d)	The trainees who don't wish to opt for placement must give a written undertaking for the same.
	e)	The trainees who opt for self-employment must give a written undertaking for the same with a record of high-resolution images of the trainee during working hours.
xiii)	Follow the following guidelines for MIS upgradation	
	a)	The trainees' names, address, caste, and the soft copy of last educational mark sheet should be uploaded within 20 days from the day the batch starts.
	b)	Upload all the trainees' profiles on MIS within 10 days of enrolment or the date the batch starts.
	c)	Attendance should be maintained daily or on alternate days.
	d)	Upload the trainees' photos, personal information, educational background, caste, etc. within 20 days from the day the batch starts.
	e)	After successful placement of a trainee, the trainee's company address, designation and salary should be uploaded within 15 days of the day trainee receives their first salary.
xiv)	Include means of integrating practical classes to enhance the practical experience of the trainees.	
xv)	Carry out all such activities as may be required for implementing the project.	
xvi)	Plan and inform the mobilization strategy to TML representatives along with the timeline. The mobilization kits (pamphlets, videos, banners, logos) should be pre-approved by TML representatives.	
xvii)	Allow TML's duly authorized representatives to conduct inspection/ visits to the location, upon reasonable notice from TML and at a mutually convenient time and accompany them, in order to ensure that the project is completed as envisaged in the proposal. Further, TML shall ensure that such inspections/ visits shall not disturb the normal working of the project.	
xviii)	Provide all possible reasonable support to employee volunteers of TML in developing a good volunteering/ mentoring platform in favor of the projects' outcomes and highlight the brand name at prominent places or as requested for branding from time to time by TML and mutually agreed by both parties.	
xix)	Ensure that even after the expiry of this MOU, any pending activity/ program shall be duly completed.	
XX	Take full responsibility of any un-toward incidents that may happen because of any intervention of the project in the area other than incidents caused directly or indirectly by the actions of any employees, volunteers or agents of TML.	
	Produce the relevant accounting record to TML for their inspection as and when demanded, and shall refund the unutilized amount.	
	Get their books of accounts audited by an independent chartered accountant for this project and submit it to TML for their record.	
xxii)	A review meeting for the project will be held every month either through concall or through physical inspection of training program.	



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ANNEXURE V
Partner Deliverables*

#	Deliverable Item by Partner	Course	Units of Measure	Target or Plan	Timeline	Deliverables for Payment Installment Number			
						1	2	3	
1	Seek permission for relevant authorities to start Vocational Training Program	Driver training	Not applicable	1	Aug 17	•			
2	Nos. of centers where trainings would be conducted	Driver training	Nos. of Centers	3	Aug 17	•		•	
3	Total Nos. of youth to be covered under this CSR Project	Driver training	Nos. of youth	250	Aug to March			•	
4	To cover minimum 50% SC/ST community students under Tata Affirmative Action Program (TAAP)	Driver training	Nos. of youth	125	January to March			•	
5	Nos. of Hours of Teaching / course	Driver training	Course-wise Teaching Hours	180 hrs	Aug to March	•	•	•	
7	Nos. Tests by Partner - batch wise (Tests to be conducted at monthly frequency)	Driver training	Nos. of Tests to be conducted / batch	10	Aug to March	•	•	•	
8	Nos. Trainers to be engaged by Partner for this Project - Annual basis	Driver training	Nos. of Teachers - Annually	10	Aug to March	•	•	•	
9	Educational Qualification of Teachers	Driver training	Nos of teachers deployed for vocational training		Aug to March				
11	Presentation with Quarterly Update on CSR project by Partner to Tata Motors in Office of TML	Driver training	Presentations done Quarterly	1 Presentation	Aug to March				
12	Monthly Project Coverage in terms of Nos of Beneficiaries covered to be fed in TML MIS Reporting by Partner	Driver training	Monthly Updation in MIS		Not applicable	By 3rd day of every next month			
13	Attendance & Exam Results Updation in MIS - Monthly - by Partner in Employability Portal	Driver training	Monthly Updating in MIS		Not applicable	By 5th day of every next month			
14	Enter placement details of youth with monthly salary	Driver training	Batch wise updating in MIS		Not applicable	Within 10 days of batch completion			
15	Uploading payment receipt for every installment	Not applicable	Installment-wise updating in MIS		Not applicable				•
16	Uploading fund utilization certificate (UC) at the end of financial year	Not applicable	Annually		Mar 10 th , 2018	Not applicable			

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*AB Trust, Chennai: Plan for the Driver Training Programmed- FY 2017-18 (Jul'17-Jan18) LCV					Batch Details
Name of the Centre	Number of Batches	Start Date (with Learning License)	End date with License issued by RTO	Placement to the Fleet owners or other institution	
Professional Driver Training Academy – Redhills	Batch-1	17/08/2017	15/10/2017	31/10/2017	20 students Each
	Batch-2	15/11/2017	15/01/2018	31/01/2018	20 students Each
Professional Driver Training Academy – Thazhmabur	Batch-1	17/08/2017	15/10/2017	31/10/2017	20 students Each
	Batch-2	15/11/2017	15/01/2018	31/01/2018	20 students Each
Professional Driver Training Academy - MM Nagar	Batch-1	17/08/2017	15/10/2017	31/10/2017	20 students Each
	Batch-2	15/11/2017	15/01/2018	31/01/2018	20 students Each
AB Trust, Chennai: Plan for the Driver Training Programmed- FY 2017-18 (Jul'17-Jan18)HTV					Batch Details
Name of the Centre	Number of Batches	Start Date (with Learning License)	End date with License issued by RTO	Placement to the Fleet owners or other institution	
Professional Driver Training Academy - Redhills	Batch-1	17/08/2017	15/10/2017	31/10/2017	30 STUDENTS EACH
	Batch-2	15/11/2017	15/01/2018	31/01/2018	35 STUDENTS EACH
Professional Driver Training Academy - MM Nagar	Batch-1	17/08/2017	15/10/2017	31/10/2017	30 STUDENTS EACH
	Batch-2	15/11/2017	15/01/2018	31/01/2018	35 STUDENTS EACH

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Manager Training



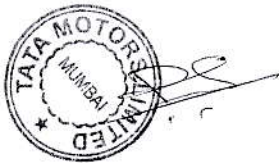
ANNEXURE – VI
Outcomes*

A Outcomes				
#	Baseline Measure or Indicator	Units	Target	Achievement (filled after program completion)
1	Monthly Attendance of Trainees	%	80%	
2	Number of trainees scored more than 80% marks in the final assessment	Nos	100	
3	Number of beneficiaries dropped out	Nos	0	
4	Number of SC/ST beneficiaries dropped out	Nos	0	
5	Number of beneficiaries employed within one month of completion of training	Nos	100	
6	Number of SC/ST beneficiaries employed within one month of completion of training	Nos	40	
7	Number of trainees started their own business	Nos	20	
8	Average monthly income of Beneficiaries	Rs	12000	
9	Average monthly income of SC/ST Beneficiaries	Rs	12000	

*As per trend in the past

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Annexure VII : Schedule of Fund Disbursement for FY 2017-18

Initiative	Budget Amount	1 st Installment + Milestones	2 nd Installment + Milestones	3 rd Installment (Final) + Milestones
A) Heavy Transport Vehicle- for men	15 lacs	30% + Amount in INR (4,50,000/-)	40% + Amount in INR (6,00,000/-) Enrollment of additional 63 persons and 70 % placement (44 persons) of those trained	30% + Amount in INR 4,50,000/-
		Issue of learning license to 62 persons		70% placement (44 persons) of additional 63 persons trained
B) Light Commercial Vehicle- for Women	9 lacs	30% + Amount in INR 2,70,000/-	40%+ Amount in INR 3,60,000/-	30% + Amount in INR 2,70,000/-
		Issue of learning license to 60 persons	Enrollment of additional 60 persons and 50 % placement (30 persons) of those trained	50% placement (30 persons) of additional 60 persons trained
Total (A+B)	24 lacs	Total 1 st Installment= INR 7,20,000/-	Total 2 nd Installment= INR 9,60,000/-	Total 3 rd Installment= INR 7,20,000/-
		Date: 17th Aug'17	Date: 15th Oct'2017	Date: 1st Nov'2017

Remarks					
1. ABTSS should ensure that no students drops out from the training program.					
2. ABTSS should immediately inform TML, if dropouts happen in first 15 days of commencement of the training program.					
3. In any case, the dropout rate should not be more than 5% of total batch size.					
4. In case of dropout, the payment made to ABTSS will be calculated as –					
Dropout			Payment Schedule		
In first 15 days of commencement of training			No payment will be made for the dropout candidates		
a. If placements/ self-employment are less than 70%, then the 15% of the 3 rd installment will be withheld till the time the desired placement / self-employment status is reported by ABTSS.					
b. If ABTSS fails to achieve the desired training / placement / self-employment status with this MoUs timeframe, then the withheld amount will be forfeited.					

