



सत्यमेव जयते

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This Memorandum of Understanding (hereinafter referred to MoU) is executed on **27.12.19** for "Project Saksham- Phase IV" between

Dedicated Freight Corridor Corporation of India Limited (DFCCIL) with its principle office at 5<sup>th</sup> Floor, Pragati Maidan, Metro Station Building, New Delhi-110001, and

Confederation of Indian Industry registered under the Societies Registration Act XXI, 1860 having its registered office at 23 Institutional Area, Lodi Road, New Delhi 110003

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## Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred as MoU) is signed between the parties for "Project" SAKHSAM- Phase IV-Skills in Schools" as herein below mentioned

on  
**27 DECEMBER 2019.**

Dedicated Freight Corridor Corporation of India Limited (DFCCIL) with its principle office at 5<sup>th</sup> Floor, Pragati Maidan, Metro Station Building, New Delhi-110001, hereinafter referred to as (DFCCIL) which expression shall unless repugnant to the context of meaning thereof include its successors and permitted assignees of the **FIRST PART**

**And**

Confederation of Indian Industry registered under the Societies Registration Act XXI, 1860 having its registered office at 23 Institutional Area, Lodi Road, New Delhi 110003 which expression shall include, unless contrary to the context of this MoU, its successors, administrators, permitted assigns hereinafter referred as CII, **SECOND PART**.

WHEREAS DFCCIL is a leading Government of India (Ministry of Railway) Enterprise, to undertake planning & development, mobilization of financial resources and construction, maintenance and operation of the dedicated freight corridors. DFCCIL was incorporated as a company under the Companies Act 1956 on 30th October 2006.

WHEREAS CII works to create and sustain an environment conducive to the growth of industry in India, partnering industry and government alike through advisory and consultative processes. CII is a non-government, not-for-profit, industry led organization, playing a proactive role in India's development process.

### **A. DEFINITIONS**

**Dedicated Freight Corridor Corporation of India Limited** (hereon referred to as DFCCIL). – As a primary party to agreement implies for purpose of this MoU

**Confederation of Indian Industry** (hereon referred to as CII) – as a Secondary party to this will be principal implementation partner.

**Project Saksham** – referred to as Project, the primary object of this MoU



## B. OBJECTIVES

- To support and conduct vocational training programmes in schools from 9<sup>th</sup>- 12<sup>th</sup> standard to add value to the existing skillsets of students making them employable.

## C. SCOPE

1. The project will be known as 'Project **Sakhsam** Phase IV-Skills in Schools'.
2. To train 1000 candidates in mutually agreed locations in Vocational Education (VE) course and curriculum as per the guidelines by PSSCIVE/NSDC (**ANNEXURE B**)

## D. SELECTION OF BENEFICIARIES

1. It will be responsibility of CII to identify schools across the locations as decided between both the parties.
2. The selection of the candidates would be made based on the criteria as discussed and finalized between CII and DFCCIL. Schools shall help in student enrolment.
3. Sourcing of candidates would be done through one or a combination of methods including advertising, local-media, poster, word of mouth, institutional communication, assistance from local school Principals etc. records of these activities for each batch / centre to be made available to DFCCIL.

## E. ROLE AND RESPONSIBILITIES OF CII

- 1) Identification of the schools at the agreed locations.
- 2) Equipping the centre with requisite training equipments in labs and proper classroom infrastructure for imparting training.
- 3) Propagation of the initiative with the support of the school management and thereby mobilization of the candidates from 9<sup>th</sup>-12<sup>th</sup> standard for vocational education.
- 4) NSQF aligned Curriculum of level 1,2 and 3 as per industry led occupations standard through sector skills councils (wherever existing)
- 5) Pre-assessment of the candidate to ensure his ability to undertake training in the selected trade.
- 6) To ensure quality assurance of training delivery, assessment and certification





- 7) Organize proper training: The duration of the courses will range from 30 days to 3 months (as per the trade) leading to employment/self-employment. The average duration of training will be 200 hours as per NSQF. This will differ as per skill trade being chosen and average uptake of the enrolled candidates in the local areas.
- 8) Issue ID cards to the candidates post commencement of the batch
- 9) The prime responsibility of CII is to ensure that training and certification is provided to the candidates in trades that enhance employability.
- 10) Profile of the Implementation team (trainers, centre in-charge, etc) will be shared with DFCCIL.
- 11) Conduct end assessment of the candidates / beneficiaries.
- 12) Organize guest lectures and Valedictory programs to be attended by DFCCIL and CII. Intimation of such dates to be given in advance.
- 13) Provide detailed list of beneficiaries and their contact details with DFCCIL. An impact assessment report post-training will be submitted to DFCCIL.
- 14) CII will be solely responsible for the quality of training imparted by CII and its implementation partners.
- 15) Joint certifications of all pass out candidates by DFCCIL and CII.
- 16) Third party assessment of candidates undergoing training will be done to ensure quality.
- 17) SSC Certification wherever feasible.
- 18) Impact assessment will be done by CII after two months of completion of Project will be furnished to DFCCIL.
- 19) Further, certification from Sector Skill Council will be provided by CII and the expenditure towards this will be borne by CII.
- 20) A monthly report in form of MIS will be shared by 10<sup>th</sup> of every month with DFCCIL.
- 21) Drop out students of the school/nearby schools will also be provided skill training under this programme who shall be given placement/self-employment.



22) 70% Placement/Self-employment opportunities for drop-out student batches per school.

#### F. SUPPORT FROM DFCCIL

- DFCCIL would support the project through facilitation wherever possible for generation and communication to potential candidates, etc.
- Concerned CPM of the field unit will be responsible for monitoring CSR Projects within their jurisdiction & GGM(HR) will be responsible for monitoring at Corporate level

#### G. BRANDING / PUBLICITY TO DFCCIL

- In all Media the program would be promoted as 'Project Saksham – Skills in Schools' by DFCCIL in partnership with CII, under CSR.
- Every Centre to have DFCCIL 'Project Sakhsam' board (with DFCCIL & CII Logos) outside and inside the training center as per the formats shared before commencement of the mobilization and training.
- Approved ID Card / Badges to be distributed to all Sakhsam beneficiaries before commencement of training
- The Certificate / Cards provided to candidates at the end of the respective training program to carry DFCCIL & CII logo.
- Every program to begin with a presentation / talk on DFCCIL and its CSR initiatives and success stories.

#### H. FINANCIAL TERMS

- The sum that will be provided by DFCCIL for the project will be equivalent to INR 10,000 per candidate for 1000 candidates.
- The total project cost for INR 12,000 per candidate is INR 1,20,00,000 (One Crore Twenty Lacs Rupees only) DFCCIL is contributing @ INR 10,000 per candidate and CII is contributing @INR 2,000 per candidate. (83.34% by DFCCIL and 16.67% by CII)
- The details of actual expenditure incurred centre wise will be furnished by CII to DFCCIL periodically. An audited result of expenditure will be submitted by CII on conclusion of the training. DFCCIL contribution will not exceed beyond 83.4%.



- The above amount includes all operational and administrative expenses including those for initial study to identify skill trades, gathering feedback from the local area, school identification and approval, advertising and communication expenses, delivery of training and assessments, costs of raw materials where required, verification of delivery and assessments through visits of visiting verifiers and quality inspectors, cost for usage of facilities and equipment, certification and quality assurance. Any extra amount, which may be required for the successful completion of the project shall be borne by CII.
- The above amount does not cover any other expenses that may be required to be spent for other purposes such as general advertising, etc. The DFCCIL may, at its sole discretion, give any further amount for successful completion of the project.
- The above expenditure is inclusive of all tax expenses, if applicable. DFCCIL is paying grant to CII so taxes on this amount are not applicable.

#### **Milestones for Payment:**

- 50% of INR 1,00,00,000 i.e. INR 50,00,000 (Rupees Fifty Lakh only) will be paid immediately on the Signing of MOU
- 25% balance of INR 1,00,00,000 i.e. INR 25,00,000 (Rupees Twenty-Five Lakh only) will be paid after the completion of training.
- 25% balance of INR 1,00,00,000 i.e. INR 25,00,000 (Rupees Twenty-Five Lakh only) will be paid on submission of the completion report along with the Impact Analysis
- All payments should be made in the name of **Confederation of Indian Industry, New Delhi**, payable at New Delhi.

#### **I. RECORDS AND REPORTING**

CII to share monthly progress report in form of MIS by 10<sup>th</sup> of every month for review. (along with relevant records as per milestone achievement mentioned in Annexure)

CII to facilitate Impact Assessment by DFCCIL / DFCCIL appointed agency for project Saksham – IV and will ensure all data is shared.

CII will share attendance sheet of participants, offer letters (if applicable), placement report (if applicable), analysis etc., with DFCCIL. Apart from this report on skill gap analysis for new locations before commencement of program will also be shared.



## J. CRITERIA FOR SUCCESS

- To introduce skills at school level and improve employability of students.
- Delivery of training as per NSQF standards.
- The criterion of success includes skill training in schools, assessment and certification of 1000 candidates in skills that enhance employability of these candidates.
- To complete the project in a time bound manner.
- The parties undertake to consult each other before making any announcement or issuing any press release or public statement with respect to any aspect of the possible relationship between the parties in relation of the project.

## K. AMENDMENTS

Either party may request changes to this MOU to the other party. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the CII and DFCCIL to this MOU shall be incorporated by written instrument, and effective when executed and signed by the authorized representatives of both the parties to this MOU.

## L. TERMINATION OF MoU

Either the first or the second party may terminate this MoU with or without cause, by providing 45 days written notice to the other party, subject to completion of batches enrolled in the period of the MoU.

## M. CONFIDENTIALITY

Each party shall keep confidential and not disclose or otherwise make available to any third party, any confidential information, advice or material of any nature that is provided or made available by the other party, including but not limited to technical know-how, technical specifications, software code, manners of conducting business and operations, strategic business plans, systems, results of testing, financial information, customer lists and other customer information, product information, concepts, and compilations of data, any written reports or other data, and any written or unwritten methodology, without the prior written consent of the other party. This section shall not apply to any information that:

- (i) is in or comes into the public domain, other than as a result of breach by the recipient of the information of its obligations under this MoU,





- (ii) the recipient acquires from a third party who owes no obligation of confidence to the other party to this MoU in respect thereof, or
- (iii) was already known to the recipient at the time it received such information from the other party to this MoU as shown by the recipient's prior written record.

If either party is requested or required by any legal or investigative process to disclose any information that it is not permitted to disclose, that party shall provide the other with prompt notice of each such request and the information requested, the party from whom disclosure is required shall disclose only such information that is legally required to be disclosed.

#### **N. CONSTRUCTION & LANGUAGE INTERPRETATION**

The headings and captions of this MoU are provided for convenience only and are intended to have no effect in construing or interpreting this MoU. The language in all parts of this MoU shall be in all cases construed according to its fair meaning and not strictly for or against any party.

#### **O. FORCE MAJEURE**

- Either party shall be excused from performance of this MoU during and to the extent that performance is prevented by the occurrence of unforeseen causes beyond the control of anticipated or unforeseeable by and without the negligence of the party claiming excuse.
- Such causes include, without limitation, strike, go slow, other concerted acts of workmen, acts of god, war, fire, explosion, action of elements, earthquake, flood, civil disturbance and government restrictions and limitations. The party claiming excuse shall give immediate written notice thereof to the other, in any case not later than 15 days, following the occurrence of such event.
- If performance is held up for a continuous period of more than 4 months from the date of first notice, then the two parties shall review the situation and agree upon a course of action so as to protect their interest. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the efforts thereof on the performance of its obligations under this MoU.

#### **P. PENALTY CLAUSE**

If CII-Second part fails to complete the segment [ as defined 'Locations-Annexure-B of Work [scope as defined under Clause-( C ) ] within the stipulated schedule [ in terms of Operating Plan under para-3 of annexure-A(Project Guidelines)], the CII- Second part shall be liable to pay liquidated damages on remaining incomplete Part of the Work. The Second part CII- shall pay





the delay damages @5% per month delay in work or part thereof to DFCCIL subject to maximum ceiling limit @ 15%.

## P. ARBITRATION

All disputes or differences of any nature whatsoever or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement or on account of termination thereof (other than those in respect of which the decision of any person, is by the agreement expressed to be final and binding) shall be referred to the sole arbitrator as appointed by MD/DFCCIL. The cost of arbitration shall be shared equally by the parties. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the agreement, subject to the provisions of the Arbitration and Conciliation act, 1996 or any statutory modification of or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The Arbitration shall be held at New Delhi and conducted in English language.

DFCCIL and CII will agree that all services rendered and operations conducted pursuant to this MOU shall be in compliance with all applicable laws. Applicable laws shall mean all laws, bye laws, statutes, rules and regulations, orders, ordinances, codes, guidelines, notices, directions, judgments, decrees or other requirement or official directives and/or of any statutory authority in the Republic of India.


IN WITNESS WHEREOF THIS MoU has been executed in two originals between the parties hereto by their authorized officers on the date and the year written above.

Signed and delivered  
For and on behalf of

  
(Rajeev Kumar Goyal)  
Group General Manager-HR

  
Dedicated Freight Corridor Corporation  
Of India Limited

Signed and delivered  
For and behalf of

  
(Sougata Roy Choudhury)  
Executive Director- Skill Development,  
Affirmative Action and Industrial  
Relations  
Confederation of Indian Industry

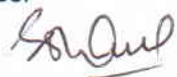


Dated: 27.12.2019

Dated: 27-12-2019

Witness:

1.

  
(Shyam Sunder Shalini)  
AM/HR

2.

  
Pankaj Patidar

## ANNEXURE A

### PROJECT GUIDELINES

#### Objective:

- To support and conduct vocational training programmes in schools from 9<sup>th</sup>-12<sup>th</sup> standard to add value to the existing skillsets of students making them employable.

#### SCOPE:

To provide skills in schools to students from 9<sup>th</sup>-12<sup>th</sup> class to make them employable.

#### Flow of operations:

1. Selection of location of Schools
2. Role of CII
3. Operating Plan
4. Review Mechanism
5. Final assessment

#### 1. Selecting location

- Strategic Connect to DFCCIL
- GOI focus area - tribal / disturbed areas/ Very low Literacy / Unemployment rate
- Potential of employment / self-employment in identified locations.

#### 2. Role of CII

- Selection of schools.
- List of NGO partners selected for each location – with names and contact person to be shared.
- Skill / trade for each standard as per need assessment and employability.
- CII to inform trade wise duration of course.
- Mobilization / selection of students
- Course Material to be shared in advance
- Details of beneficiaries with their contact details to be shared when the batch starts – (not to be treated as monthly / quarterly report)
- Ensure quality training and employability.



- Industrial visits and exposures.
- Certificates to be distributed on the last day of completion of training in the presence of DFCCIL official.
- Drop out students of the school/nearby schools will also be provided skill training under this programme who shall be given placement/self-employment.
- 1-2 batches per school for drop-out students.
- 70% Placement/Self-employment opportunities for drop-out student batches per school.
- Preparing school students to be employable.

### 3. Operating Plan

Timeline	Activity
December 2019	MoU Finalization & Signing
December 2019	Mobilization and starting of batches
January 2019	Launch of Batch in Schools & Training Commencement
February 2020	Mid-Term Review
February- March 2020	Training Complete & End of Project
April 2020	Final Report Submission

- Duration : 200 hrs – (trade wise duration of course and duration of OJT and residential programs to be specified separately)
- Batch start date – of each location to be informed.
- Details of trainer to be shared before the program starts.
- Inauguration and valedictory programs to be done in the presence of DFCCIL officer compulsorily.
- Every centre to have DFCCIL – CII Co-branded banner.
- Attendance register to be maintained.
- NSQF Study material to be distributed.
- Certificates to be ready with partner before session starts.

### 4. Review Mechanism

- CII & DFCCIL to meet quarterly to discuss the progress.
- CII to make presentation giving progress of each location
- Monthly report and quarterly narrative report
- Annual report to be submitted within one month of completion of entire batch. Followed by impact assessment.

### 5. Final assessment

- Training at every location to be completed by 28<sup>th</sup> February.



- Annual Report to be sent by 31<sup>st</sup> March
- Detailed report with Location wise placement details to be included.

## ANNEXURE B

### LOCATIONS

#### DFCCIL Saksham (2019-20)

S.no	Location/ Trades *	Number of Candidates
1	Ajmer	150
2	Jaipur	150
3	Tundla	200
4	South Mumbai	250
5	Greater Noida (Bulandshahr)	250
	<b>Total</b>	<b>1000</b>

*\*Trades per location will be decided in consultation with the respective CPM units.*

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