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THIS STAMP PAPER FORMS AN INTEGRAL PART OF MEMORANDUM OF UNDERSTANDING ("MOU") EXECUTED BETWEEN ONE97 COMMUNICATIONS LIMITED AND DIRECTORATE GENERAL OF TRAINING.



Statutory Alert:

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Memorandum of Understanding (“MOU”) is entered on the 29th day of November 2021 at New Delhi:

Between

Directorate General of Training, Ministry of Skill Development and Entrepreneurship, Government of India, having its office at Kaushal Bhawan, B-2, Pusa Road, Karol Bagh, New Delhi — 110005, through its authorised signatory Ms. Neelam Shami Rao (hereinafter referred to as “DGT” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns)

And

One97 Communications Limited, having its registered office at 136, First Floor, Devika Tower, Nehru Place, New Delhi – 110019, through its authorised signatory Mr. Dharmender Jhamb (hereinafter referred to as “Paytm” which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns)

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 Flexible Memorandum of Understanding (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 28th February, 2019 vide letter ref no. [MSDE (DGT)-19/11/2016-CD, dated 14.03.2019].
3. 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 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. Paytm is one of India's leading financial services companies that offers full-stack payments and financial solutions to consumers, offline merchants and online platforms. It offers its products under the brand name ‘Paytm’, amongst others. Paytm began its journey as a recharge and bill payment platform, however its operations have expanded over the years. It has now expanded into



recharges, ticketing, hotel bookings, and various other similar financial services. Paytm is also engaged in the business of providing value-added services to various telecom operators with expertise spanning voice, data and network services. In addition to offering full-stack payments and financial services to consumers, and offline and online merchants, we have forayed into banking, lending, wealth management, pension funds, insurance services as well as online gaming.

5. To expand its services, Paytm requires skilled resources across the length and breadth of the country and hence 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). This MoU shall help cater to development of skilled resources for including but not limited to: Paytm's service agents program.

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 Paytm.

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 Schedule-1 to this MOU).

8. The company (Paytm) fulfils the eligibility criteria as laid down in section 4(i) of the scheme guidelines (Supporting document Annexed).

I. Objective

DGT and Paytm 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 the rapidly evolving fintech industry through 'Learn and Earn' approach consisting of a mix of theoretical and on-the-job Training (OJT) components and hence improve their employment potential.

B. To contribute to the overall growth of the fintech industry by creating a pool of skilled human resources.

II. Role of DGT

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



2. Review and approve curriculum and content developed by ITP i.e. Paytm for courses/training to be conducted under this MoU.
3. Create provision on DGT/scheme portal for registration of ITP, uploading trainee details, registration for online/computer based exams, issue of admit card, uploading of formative assessment marks, marksheet generation and issue of e- Certificate.
4. Provide credentials and access to the portal for ITP's trainees and other stakeholders.
5. Issue Admit Cards and conduct theoretical exams for enrolled candidates.
6. Issue e-NTC (National Trade Certificate) to successful candidates.

III. Role of Industry Partner (ITP - Paytm)

1. Identify the industry needs for ensuring that the developed course curriculum has high employment potential.
2. Develop tailored courses and curriculum as per industry requirements and get the same approved by DGT. (Proposed tentative course is attached herewith as Annexure B).
3. Fulfil infrastructure requirements of the course such as hosting the course on an online portal accessible to students, faculty, DGT and the ITP.
4. Provide reasonable access to machinery, equipment and technology required for training.
5. Provide qualified trainers, training content and training session for trainers for online theory and practical training.
6. Conduct the mobilization and trainee selection process as per selection criteria laid down by ITP itself. Upload details of the trainees selected on the scheme portal.
7. Conduct online/ offline assessment and award marks for practical and formative assessment.
8. Upload formative and practical examination marks of candidates on scheme portal.
9. Facilitate for online theory exam to be conducted by DGT. Including examination fee payment as actual or as decided by DGT for the same.
10. Conduct online orientation of trainees 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.

11. ITP shall make best efforts for placement of at least 50% of total successful trainees who qualify the training as Paytm Service Agent (PSA) and fulfill hiring eligibility criteria who will be further onboarded as Field Service Executive (FSE), on the basis of their performance as PSA.
12. Onboarding of candidates as PSAs or FSEs shall be dependent upon business priorities and needs.
13. In case of hazardous industries, before signing the MoU, Industry shall disclose the conditions (in consultation with DGT and State Directorate) like minimum age and level of medical fitness (e.g. colour blindness) etc. as per industrial safety norms, applicable in the industry. ITP shall ensure that the trainees are provided all necessary safety equipment and instruction before commencement of training.
14. ITP shall create an internal committee for managing trainee grievance similar to the provisions made for regular employees of ITP.
15. The ITP shall follow Flexi-MoU guidelines issued by DGT and/or any modifications/notifications to the same issued from time to time by DGT.
16. The ITP must train a minimum of 100 trainees per annum with a cap of 1000 trainees per annum. The maximum cap may be raised to 2500, upon mutual consultation between DGT and ITP, if the ITP has trained a minimum of 500 candidates in previous year successfully without any complaints and has achieved 70% placement. Performance of a year will be calculated from the date of enrolment of the first batch under flexi MoU.
17. The ITP may develop content in Hindi and English Language as Booklet and in digital mode of content and training book for trainers.

IV. Validity

This MoU is valid for three (3) 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 Parties by mutual consent.

V. Arbitration

In the event of breach of this Agreement/MoU the DGT and Paytm 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.

VI. Termination of MoU

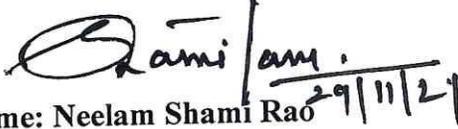
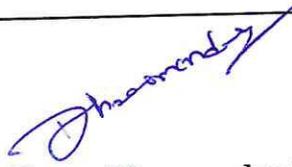
DGT and ITP (Paytm) are free to terminate the MoU at three (3) months' written notice as outlined in the Flexi-MoU Guidelines. However, this shall not affect the training of candidates already enrolled.

VII. Other conditions

1. 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 and other purposes.
2. Any amendment or change in the scope of work or terms of engagement under the MoU could be effected from time to time with mutual consent and in writing.
3. 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. The Parties will agree upon their role and related activities from time to time by way of exchanging letters or emails.
4. 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.
5. 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, pandemic, lockdowns, Government action or regulation and nation-wide or regional power failures.



In Witness Whereof, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

<p>For and on behalf of Directorate General of Training, Ministry of Skill Development and Entrepreneurship, Government of India</p>	<p>For and on behalf of One97 Communications Limited</p>
<p> Name: Neelam Shami Rao Designation: Director General, Directorate of General Training</p>	<p> Name: Dharmender Jham Designation: Vice President</p> 

Annexure A

(Eligibility as per Section 4 (i) of Flexi MoU Scheme Guidelines dated 28/02/2019)

i) Industry/ organization under this provision, eligible industries will directly enter into an agreement/ MoU with DGT. Industries meeting the following criteria are eligible:

Sr. no	Stipulated Eligibility Condition	Eligible	Remarks
1	Industry must be an eminent Manufacturing/ Service Sector /IT & ITES industry with a minimum strength of 500 employees.	Yes	Service sector company with 6500+ employees. Supporting documents submitted to DGT.
2	Industry must have minimum annual turnover of INR 100 crores and positive net worth during the last 3 fiscal years.	Yes	Turnover for FY 2021 was INR 3041.96 crores. Supporting documents submitted to DGT.
3	Industry may be a Limited Company, Private Limited Company, State Undertaking, Public Sector Establishments, or Central Sector Establishments.	Yes	Limited Company. Supporting documents submitted to DGT.



Annexure B

The proposed course/trade to be run by One97 Communications Limited under Flexi MoU
Fintech Sales Executive – NSQF Level 4, Fintech Sector.
Duration: 6 months

Note:

The proposed course shall be NSQF aligned. This is an indicative course and the name of the actual course may vary and shall be finalized with DGT's consent.

