

MEMORANDUM OF UNDERSTANDING  
FOR  
SUPPORTING TECHNICAL SKILLING INITIATIVE

at

various campuses of the National Skill Training Institutes (NSTI) across India

BETWEEN

ICICI FOUNDATION FOR INCLUSIVE GROWTH

AND

DIRECTORATE GENERAL OF TRAINING

  
प्रशिक्षण महानिदेशालय/Directorate General of Training  
कौशल विकास एवं उद्यमशीलता मंत्रालय  
Ministry of Skill Development and Entrepreneurship  
भारत सरकार/Government of India  
नई दिल्ली/New Delhi

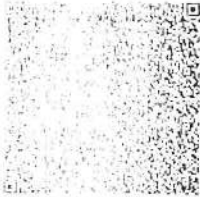


## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

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Certificate No. : IN-DL22168017412562X  
Certificate Issue Date : 22-Jul-2025 11:15 AM  
Account Number : IMPACC (IV)/ dl986103/ DELHI/ DL-ESD  
Unique Document Reference : SUBIN-DL98610379314135671203X  
Purchased by : ICICI FOUNDATION FOR INCLUSIVE GROWTH  
Description of document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration (in INRs.) : 0  
(Zero)  
First Party : ICICI FOUNDATION FOR INCLUSIVE GROWTH  
Second Party : DIRECTORATE GENERAL OF TRAINING  
Stamp Duty Paid by : ICICI FOUNDATION FOR INCLUSIVE GROWTH  
Stamp Duty (in INRs.) : 500  
(Five Hundred only)



  
प्रशिक्षण महानिदेशालय/Directorate General of Training  
कौशल विकास एवं उद्यमशीलता मंत्रालय  
Ministry of Skill Development and Entrepreneurship  
भारत सरकार/Government of India  
नई दिल्ली/New Delhi



THIS MEMORANDUM OF UNDERSTANDING is made at New Delhi on the 22nd day of July 2025 ("MoU / Agreement").

#### BY AND BETWEEN

ICICI FOUNDATION FOR INCLUSIVE GROWTH, a charitable trust registered at Chennai, Tamil Nadu vide a Trust Deed dated January 04, 2008 and having its office at ICICI Bank Towers, BandraKurla Complex, Bandra East, Mumbai 400051 (hereafter referred as "ICICI Foundation", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns), of the First Part.

AND

DIRECTORATE GENERAL OF TRAINING under the Ministry of Skill Development and Entrepreneurship, , 7th Floor, Kaushal Bhawan, Near Safdarjung Railway Station, Chanakyapuri, New Moti Bagh, New Delhi, Delhi-110023 (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) of the Other Part.

(ICICI Foundation and DGT are hereinafter, collectively referred as "Parties" and individually as "Party")

WHEREAS:

- A. ICICI Foundation is a public charitable trust, set up with the objectives as set out in the Trust Deed dated January 04, 2008, which inter alia, includes catalyzing and accelerating inclusive social and economic development through empowerment of poor by integrated action in the diverse fields connected to the society in order to augment India's inclusive growth process;
- B. DGT, a pioneering body under the Ministry of Skill Development and Entrepreneurship, serves as the apex organization at the national level responsible for the development and coordination of various programs related to vocational training, including those specifically aimed at Women's Vocational Training;
- C. DGT formulates overall policies, norms, and standards for vocational training, with the objective of diversifying, updating, and expanding training facilities in terms of craftsmen and craft instructor training; organizing and conducting specialized training and research at specially established training institutes; implementing, regulating, and expanding the scope of apprentice training under the Apprentices Act, 1961; organizing vocational training programs for women; providing vocational guidance and employment counseling; and assisting Scheduled Castes, Scheduled Tribes, and persons with disabilities by enhancing their capabilities for wage employment and self-employment;
- D. DGT implements the Craftsmen Training Scheme for the training of skilled craftsmen, which is executed through Government and Private Industrial Training Institutes (ITIs), offering compliant courses in around 169 trades, including 86 engineering trades, 78 trades in the non-engineering sector, and 5 courses for Persons with Disabilities (PwD)/Divyangjan; DGT also provides workplace training through the Apprenticeship Training Scheme (ATS), with one of its prime objectives being the optimal utilization of industry infrastructure for apprenticeship training, thereby meeting the industry's need for skilled manpower; DGT conducts comprehensive training for those interested in becoming instructors/trainers in vocational training institutes under the Craft Instructor Training Scheme (CITS), which is implemented through the National Skill Training Institutes (NSTIs) located in 33 locations across the country, to develop their skills and competencies; DGT offers



short-duration, specialized, and tailor-made courses under the Advanced Vocational Training Scheme (AVTS) for upgrading the skills of serving industrial workers to meet specific industrial requirements; and DGT has introduced the Dual System of Training (DST) model, encouraging ITIs to collaborate with multiple industry partners to provide mandatory industrial exposure to trainees during their training;

- E. DGT operates vocational training schemes in specialized areas through field institutes, particularly through its institutes, National Skill Training Institutes ("NSTIs"), under its direct control; and is also responsible for the development of vocational and applied skilling programs at the national level, including but not limited to the establishment of common policies, standards, procedures, training of instructors, and trade testing;
- F. DGT confirms that NSTIs across India, as pioneering units of DGT, Ministry of Skill Development & Entrepreneurship, Government of India, have rendered outstanding service in the field of skill development, vocational training, applied training, trade-specific training, practical training, and industrial training, offering both short-term and long-term courses designed to enhance the technical skills and proficiency in cutting-edge technology skilling of individuals;
- G. further confirms that NSTI has consistently contributed to the nation's growth by equipping numerous industrial establishments, institutions, and organizations with advanced technical know-how and expertise, resulting in improved production quality; a significant number of industrial establishments, institutions, and organizations continue to rely on the services of NSTI by deputing their workforce for retraining and bridging skill gaps, thereby promoting continuous improvement in workforce competency and overall productivity;
- H. DGT also further confirms faculty members are recognized experts in their respective fields, possessing substantial experience and proficiency, and have been trained in the latest technologies both within India and internationally, thereby ensuring the provision of high-quality, current, and industry-relevant training;
- I. DGT also further confirms that NSTIs offers high-quality vocational education and advanced training programs aimed at upskilling and reskilling ITI graduates, diploma holders, and industry personnel. These initiatives are designed to meet evolving industry demands by equipping individuals with the skills and competencies required to adapt to rapidly changing technologies;
- J. DGT also further confirms that NSTIs are committed to the identification of vocational skill training areas, the organization of skill training programs for women, the maintenance of industry-institute linkages, and the overall development of trainees to enhance their employability and skill competencies;
- K. DGT strives to bridge the skill gap and promote industry-relevant training to meet evolving workforce demands;
- L. DGT affirms that it is duly authorized to represent and act for and on behalf of the National Skill Training Institutes (NSTIs) for the purposes of this Memorandum of Understanding. DGT further confirms that it has obtained all necessary administrative approvals, internal permissions, and legal authority required to enter into and implement the terms of this MoU;
- M. DGT is desirous of expanding the infrastructure of NSTI to enhance its capacity for imparting training in specialized fields, including but not limited to Industrial Automation, Pneumatics & Hydraulics, Artificial Intelligence (AI), Augmented



Reality/Virtual Reality (AR/VR), Chromatography Techniques, Design & Manufacturing (3D Printing), Electric Vehicle Troubleshooting (EVT), Semiconductor Technology, Medical Electronics, Electrical Vehicles, Computer Software Applications, Computer Operator Programming Assistant, Desktop Publishing Operator, Fashion Design & Technology, Computer-Aided Embroidery & Designing, Cosmetology, Dress Making, Office Management, and other related or connected courses/skills at selected NSTI campuses, to strengthen its training capabilities in response to evolving industry requirements and technological advancements;

- N. DGT has made a request to ICICI Foundation for collaboration to set up the infrastructure or the laboratory/studies facilities at NSTIs, to be selected by ICICI Foundation in consultation with DGT, across the country as a charitable venture to support the objectives and successful implementation for enabling the Selected NSTIs to conduct the Capacity Building Programme;
- O. Based upon the request made by DGT (in its capacity as the owner) for the Project (as defined hereinafter), ICICI Foundation (in the capacity of the 'donor'), in alignment with its commitment, inter alia, to social responsibility and the advancement of educational and skilling facilities, intends to provide a Donation (as defined hereinafter), by way of direct payment to the Project Partners (as defined hereinafter), to DGT towards the cost of setting up the Project, in accordance with the terms and conditions agreed upon in this MoU, as a charitable venture, on clearly understanding that DGT is the sole owner of the Earmarked Land (as defined hereinafter) where the Project will be established, and ICICI Foundation will not acquire any rights, titles, or interests in the Project or the Earmarked Land designated by DGT for the Project, with all rights, interests, and titles in the Earmarked Land and the Project remaining solely with DGT at all times and ICICI Foundation shall bear no liability whatsoever in relation to this Project;
- P. The Parties have now agreed to enter into this Memorandum of Understanding ("MoU") to collaborate on the Project, on the mutually agreed terms and conditions set forth herein;

NOW, THEREFORE, THIS MOU WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. In this MoU and the Standard Terms (as defined hereunder), unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings viz.:

"Approved Facilities" refers to facilities explicitly detailed in Schedule A of this MoU, which has received formal authorization, consent, or approval from ICICI Foundation and Selected NSTI in accordance with the terms and conditions set forth in this MoU;

"Beneficiary" for the purposes of this MoU, "Beneficiary" shall mean any permanent or temporary trainer or instructor of the Industrial Training Institute ("ITI"), as well as any other trainees enrolled, at the Selected NSTI for long-term or Short-term training schemes conducted by the Selected NSTI, in any stream or discipline of the Capacities Building Programme, and who is considered to be eligible by the Selected NSTI to receive the benefits, training, support, or services under the scope of this MoU;



"Capacity Building Programme" for the purposes of this MOU, "Capacity Building Programme" shall include the planning, organization, and implementation of various programs, sessions, workshops, and other training activities, by using the facilities established under the Project, aimed at imparting specialized knowledge and skills, such as instructive training, practical training, vocational training, online learning classes, phygital (physical and digital) training programs, high-end competency-based training, digital classrooms, self-learning modules, skills development initiatives, or any other advanced educational and technical course designed to benefit the Beneficiary, in any of the technical or non-technical stream or discipline including to Industrial Automation, Pneumatics & Hydraulics, Artificial Intelligence (AI), Augmented Reality/Virtual Reality (AR/VR), Chromatography Techniques, Design & Manufacturing (3D Printing), Electric Vehicle Troubleshooting (EVT), Semiconductor Technology, Medical Electronics, Electrical Vehicles, Computer Software Applications, Computer Operator Programming Assistant, Desktop Publishing Operator, Fashion Design & Technology, Computer-Aided Embroidery & Designing, Cosmetology, Dress Making, Office Management, and other related or connected courses/skills at and by the selected NSTI;

"Donation" means contribution towards the financial cost/expenses for the Project, by way of direct payment to the Project Partners (as defined hereinafter);

"Donation Amount" For the purposes of this MoU, "Donation Amount" shall refer to the Donations designated for the Project, as determined by the Steering Committee during its meeting, following the evaluation and price validation of the Project. To avoid any ambiguity, the minutes of the Steering Committee meeting in which the Project are decided shall be appended to this MoU as Appendix II;

"Due Diligence" for the purposes of this MOU, "Due Diligence" shall include a comprehensive process of verification, enquiry, investigation, or audit, conducted by the Selected NSTI to assess and verify a trainee to evaluations of the trainee's qualifications, background, or any other record to verify the eligibility of the Beneficiary for the Capacity Building Programme ensuring compliance with applicable standards, policies, and applicable laws;

"Earmarked Land" refers to land designated by Selected NSTI as defined in Schedule A hereto;

"Effective Date" refers to the date first set forth above in this MoU, i.e. 22nd July 2025 , which shall be the date on which this MoU is deemed to commence and from which all rights and obligations of the parties shall take effect;

"Email/Letter" means any electronic communication or letter transmitted by the Parties from time to time, either through the official email address or to a designated official as indicated in this MoU to send to the official email address or office address of the other Party as specified in this MoU, in connection with or relation to the Project;

"Equipment" shall mean and include the equipment, software accessories, etc., as listed in Part C of Schedule A hereto, to be purchased for Selected NSTI under the Project;

"Milestones" For the purposes of this MoU, the term "Milestones" shall refer to the key stages or achievements in the progress of the works of the Project. Such Milestones shall be prepared by Selected NSTI in consultation with ICICI Foundation, and presented to the



Steering Committee for its approval. Each Milestone shall be required to be completed in accordance with the terms and conditions set forth in this MoU;

"Project" for the purposes of this MoU, the term "Project" shall include set up the infrastructure or laboratory / practical training centre or study facilities, as further detailed in Schedule A of this MoU, at Earmarked Land/workshop provided by Selected NSTI, for conducting the Capacity Building Programme;

"Project Duration" for the purposes of this MoU, the term "Project Duration" shall refer to the period commencing from the initiation of the Project and concluding upon the completion of the Project within the same financial year in which the Project is commenced;

"Project Name" the term "Project Name" shall refer to the name of facilities set up or infrastructure developed under the project, the details of which are provided in Schedule C of this MOU;

"Project Partner" for the purpose of this MoU, the term "Project Partner" shall mean independent third-party contractors, sub-contractor/developers/architects or manufacturers/suppliers of the Equipment/original equipment manufacturer or any other service provider or such any person engaged by ICICI Foundation for the construction , development, and completion of the Project, except Mentor, faculty, trainers, or any other service provider appointed, engaged, hired full time or otherwise for the running, operating, maintaining, etc., of the facilities setup under the Project, such project partners shall be appointed, engaged, hired full time or otherwise either by DGT or Selected NSTI;

"Selected NSTI" shall mean NSTI specifically selected from a list of NSTIs across India, based on requests received from such NSTIs, and subsequently selected by the ICICI Foundation in consultation with DGT for the purpose of setting up the Project, in accordance with the terms and conditions set forth in this MoU;

"Steering Committee" for the purpose of this MoU, the term "Steering Committee" shall mean the authorized and nominated representative(s) of the ICICI Foundation and Selected NSTI, who shall undertake strategic planning, monitor the progress of the Project, review the standards of the Project, and may provide any direction or opinion to the appropriate person or committee with respect to the Project;

"Standard Terms" means the standard terms as applicable to the Project, attached herewith as Schedule E;

All capitalized terms used but not defined in this MoU shall have the respective meanings assigned to them under the Standard Terms.

## 2. SCOPE, INTENT AND PROGRAM DETAILS:

The Parties hereto mutually agree to collaborate for the Project, more specifically detailed in the Schedule A. Notwithstanding any provision to the contrary, ICICI Foundation's role shall be limited to facilitating the release of the Donation Amount for implementation of the Project to the Project Partner. All rights and obligations of the Parties in relation to the Project shall be exclusively governed by this MoU.



### 3. OBJECTIVE OF PROJECT:

DGT assures that DGT itself or through Selected NSTI shall conduct Capacity Building Programme for Beneficiary to ensure they are equipped with the latest knowledge, contemporary teaching methodologies, and the latest technological advancements in the relevant fields. This training will aim to enhance the teaching capabilities of the trainers, ensuring that they are able to deliver high-quality education. Furthermore, DGT commits to implementing, either itself or through the selected NSTI, programs that empower trainees/Beneficiaries with practical, vocational, technical and non-technical skills tailored to meet both current and future industry demands, with the goal to generate the employment for the Beneficiary upon completion of their training.

### 4. EXPECTED PROJECT'S IMPACT:

- 4.1. DGT shall make reasonable efforts to support the purpose of apprenticeship training, OJT, entrepreneurship and placement of Beneficiaries completing their Capacity Building Programme, to ensure with better employment opportunities, in accordance with the skills acquired during the training. DGT, either itself or through Selected NSTI, shall collaborate with industry partners, employers, and placement agencies to facilitate job placements and support Beneficiaries. DGT confirms that for the purpose of assessing assess laboratory utilization in a comprehensive and objective manner, trainee contact hours have been adopted as the primary metric, in place of simple headcount at every Selected NSTI. This approach captures not only the number of trainees/ Beneficiaries but also the duration and intensity of their engagement, thereby providing an accurate reflection of the actual load on institutional infrastructure and resources;
- 4.2. The laboratories at NSTIs are engaged throughout the year for both Short-Term and Long-Term Training programs. The Short-Term Training involves multiple batches conducted over several weeks annually, while Long-Term Training runs continuously as part of the academic calendar. Both types of training contribute significantly to the utilization of lab infrastructure, with varying intensity based on course duration and scheduling. The total contact hours of the selected NSTI to be calculated based on number of trades and trainees. The consolidated metric serves as a critical tool for evidence-based decision-making in areas such as capacity planning, infrastructure optimization, and prioritization of capital investment;
- 4.3. For the purposes of facilitating the implementation of the Capacity Building Programme, the Selected NSTI shall define its own specific expected impact for the Project, taking into account the nature and scope of the implementation of the Capacity Building Programme. DGT shall ensure that the Selected NSTI shall submit such defined expected impact in writing to ICICI Foundation and also to DGT for review, prior to the commencement of the Project.

### 5. PAYMENT TERMS:

- a. ICICI Foundation shall make payment to the Project Partner supplying the Product/equipment, software and for civil works based on mutually agreed milestones and subject to confirmation of satisfactory work completion/deliverable achievement of the Project as confirmed by the Selected NSTI in writing.



- b. Notwithstanding any provisions to the contrary in this MOU, under no circumstances shall ICICI Foundation be obligated to make any reimbursement, payment, or financial contribution of any kind or nature to DGT or Selected NSTI, whether directly or indirectly, in connection with the execution or performance of this MOU or any activities contemplated herein.
- c. Donation Amount to be solely utilised for the sole purpose of execution of the Project. Financial Support amount which is not utilised during the Term of the Project execution, shall be cancelled and ICICI Foundation shall not be liable to transfer the same to DGT or any third party.
- d. Any additional amount, over and above the Donation Amount incurred or required to be incurred towards the Project, shall be solely determined by ICICI Foundation.
- e. DGT unequivocally agrees that other than the Donation Amount there would be no additional liability, financial or otherwise, on ICICI Foundation under this MoU;
- f. Equipment under this MoU shall be procured as suggested, and subject to written request received from Selected NSTI to issue the purchase order or work order as the case may be, justifying the reason for incapacity of issuance of such purchase order or work order either by DGT or Selected NSTI, and as deemed fit by ICICI Foundation, however, procurement of Equipment shall not be carried out through the Government e Marketplace (GEM) Portal, as the GEM Portal is not applicable to, operated by, or affiliated with ICICI Foundation.

#### 6. STEERING COMMITTEE:

##### (a) Formation of the Steering Committee

Steering Committee may be constituted for the purpose of overseeing the execution and monitoring of the Project for every Selected NSTI. The Committee shall comprise five (5) members, of which three (3) shall be nominated by Selected NSTI, and two (2) shall be nominated by ICICI Foundation. Member from ICICI Foundation shall be invited to attend the Steering Committee meetings, on notice in writing at least seven (7) days prior to the scheduled meeting. The member of ICICI Foundation at their sole discretion, may take a decision to attend or abstain from participating in any such meeting. DGT may also nominate two (2) as invitee members to the Steering Committee.

##### (b) Responsibilities of the Steering Committee

The Committee shall perform the roles and responsibilities as determined in clause 7(D) below.

Any changes to the responsibilities of the Committee shall require prior written consent from both ICICI Foundation and Selected NSTI.

##### (c) Decision-Making Authority:

Decisions of the Steering Committee shall be made by a majority vote of the members present at the meeting. For a decision to be considered valid, at least one member of ICICI Foundation must cast a vote in favour of the decision within the majority. If no member of the ICICI Foundation is in favour of the decision, it shall not be treated as a majority vote, and the matter will not be deemed resolved.

##### (d) Committee Composition:

The composition of the Committee shall be as determined in the Schedule D to this MoU.

(a) Quorum for meetings

The quorum for a meeting of the Steering Committee shall be two-third of its total strength

(b) Meeting of the Steering Committee

The Steering Committee shall hold a meeting, either physical or virtual, at the Selected NSTI campus or Online at least once in every three months.

7. ROLES AND RESPONSIBILITIES OF THE PARTIES:

A. DGT hereby undertakes to discharge the following roles and responsibilities as stipulated in this MOU:

DGT either itself or through Selected NSTI shall:

- (a). obtain all required statutory Approvals, licenses, registrations and other necessary Permissions required in connection with the Project including deployment, procurement, installation, continuous usage etc. of the Equipment, to conduct the Capacity Building Programme and shall ensure continued compliance with all statutory and regulatory requirements and also represents and warrants that execution and performance of this Project does not and will not breach or cause conflict with any other obligation to any third party;
- (b). be responsible for running the Programme at the infrastructure developed under the Project and also conduct the Capacity Building Program;
- (c). subject to their policies, bylaws, and regulation, be solely responsible for testing of the equipment, materials or any other product required for the Project, service parameters and quality prior to their commissioning and shall upon being satisfied, confirm the same to ICICI Foundation in writing;
- (d). help in identifying Project Partner as maybe required for the development and completion of the Project.;
- (e). be solely responsible for checking, verifying, and confirming, including but not limited to the quality of work, machinery, equipment and/or services supplied by the Project Partner for the Project and shall solely be responsible and liable for any defective or deficient service/work or unsatisfied work performed by the Project Partner on the Project;
- (f). shall solely undertake all activities for enabling the Project Partner to construct/install/ any other support within the scope of infrastructure development, manpower etc. to facilitate and set up the Project;
- (g). shall be solely liable and responsible for all activities for enabling the installation/commissioning/usage of the equipment/any other support like



infrastructure, manpower etc. for the Project, deployed, executed and completed for the Project including but not limited to the following:

- i. For identification of the product/ equipment ("Product") that needs to be deployed in the Project Site or Earmarked Land for the Project;
  - ii. for the specifications of the Product, kit and setup related requirements;
  - iii. for provision of services, appointment of competent personnel for operating the Product, delivering the service and serving the Beneficiary;
  - iv. for all technical and operational support in respect of the Project;
  - v. arrangement of any kind of power supply, water supply for the Product to function at the Project Site or setting up lab, digital class room, remote teaching, etc. under the Project;
  - vi. for enabling the installation/commissioning/usage of the equipment/any other support like infrastructure, manpower, etc. for the Programme is available;
- (h). shall address and resolve the challenges, if any, arise during implementing the Project;
- (i). Upon completion of the Project:

DGT either itself or through Selected NSTI shall:

- i. be responsible for sourcing of the Beneficiaries;
- ii. conduct the Capacity Building Programme at the locations specified in this MoU for a period corresponding to the lifespan of the facilities established under the Project, but in no event less than ten (10) years, commencing from the Effective Date of the completion of the Project or the commencement date of the Programme/Capacity Building Program, whichever is earlier;
- iii. provide for utilisation report, completion report and any other report in such manner and intervals as required by ICICI Foundation;
- iv. undertake impactful Capacity Building Programme to transform the lives of the Beneficiary every year to create a sustainable, nationwide impact;
- v. design, implement, and conduct a high-quality Capacity Building Programme by utilizing the facilities set up under the Project, adhering to internationally recognized standards. The Capacity Building Programme shall be structured to meet the current and evolving requirements of the industry, ensuring that it provides relevant, practical, and cutting-edge skills and knowledge to the Beneficiary. The Capacity Building Programme will be aligned with industry standards and best practices to ensure that participants are equipped with the competencies required in today's market.
- vi. be responsible to the continuous review and adaptation of the Capacity Building Programme to reflect ongoing changes and advancements in industry needs;

- vii. at its own cost and expense, select, appoint and provide qualified regular, part-time and/or full-time trainers, facilitators or faculties ("Mentor") if necessary for successfully execution, effective delivery, conducting etc. the effective and meaningful Capacity Building Programme in alignment with the Project's objective by utilizing the facilities setup under the Project.
- viii. Be responsible for ensuring that the Mentors possess the requisite qualifications, experience, and expertise to conduct the training and Capacity Building Programme in accordance with the standards set forth in the MoU;
- ix. be responsible to provide assistance, as may be required to the Mentor for providing training of new emerging technologies.
- x. share the knowledge and information to the Beneficiary about the latest emerging technologies and industry based competency training and advancement in these skill sectors;
- xi. provide all machinery, equipment, consumables, tools, raw materials, and any other materials necessary for the Programme and Capacity Building Program;
- xii. provide support and counselling to the Beneficiary and prepare them for the contemporary employment market and facilitates them to get employment / self-employment to build aspiration for higher education and career growth;
- xiii. be responsible for safety, functionality, maintenance, and upkeep of all the machinery, tools, equipment and facilities setup under the Project from the date of installation and their successful commissioning;
- xiv. ensure that the Equipment and Product supplied, the facilities setup and the infrastructure developed under the Project ("Facilities") is used for the purpose / intended usage, as originally envisaged.
- xv. be solely responsible and liable for regular repair, maintenance, operational cost of the Facilities and shall also manage the operational expenses incur for conducting the Capacity Building Programme with its own resources;
- xvi. not part with the physical asset or its ownership, and/or shall not transfer the same to any other location without written permission of ICICI Foundation.
- xvii. be responsible for undertaking the due diligence process for the Beneficiary, covering areas including but not limited to legal, financial, operational, marketing, compliance, secretarial, and any other areas of due diligence as may be required and any other necessary activities to assess the Beneficiary' suitability in alignment with the objectives of this MOU;
- xviii. shall develop a detailed training calendar designed to meet the mutually agreed-upon targets and objectives of the Project.
- xix. prepare the training calendar and associated training plan and shall furnish such plan to ICICI Foundation;



- xx. prepare and establish a standard mechanism and policy governing all aspects of the Capacity Building Programme under the Project including the selection of Beneficiaries for training, Capacity Building Programme, the conducting training sessions, periodic assessments, evaluations, and certification processes.
- xxi. be solely responsible for making adequate arrangements to ensure the security, safety, and wellbeing of all Beneficiary, trainers, consultants, and other supporting staff involved in the Programme/Capacity Building Program.
- xxii. maintain a comprehensive and up-to-date database of the Beneficiary, courses attained by them certification issued to the Beneficiary etc.;
- xxiii. furnish the report in a timely manner and in a format agreed upon by both Parties, to ensure transparency and accountability in implementation of the Capacity Building Programme;
- xxiv. not engage in any activities that may be prejudicial to the interests, reputation, or goodwill of ICICI Foundation, ICICI Bank or its associated companies, nor shall it undertake actions that could cause financial or other harm to the ICICI Foundation;

**B. Responsibilities of the ICICI Foundation:**

ICICI Foundation shall:

- (i). ICICI Foundation will provide the Donated Amount for the Project up to the limit and in the manner as set forth in Schedule B hereto;
- (ii). ICICI Foundation shall identify and appoint the Project Partner as maybe required for the development and completion of the Project.
- (iii). ICICI Foundation shall make direct payment to the appointed Project Partner(s) on mutually agreed milestones subject to confirmation of satisfactory work completion/deliverable achievement of the Project as confirmed by DGT or selected NSTI in writing;

**C. Both Parties shall:**

- (i). be responsible for maintaining transparency in all aspects of Project's planning, execution and financial disbursements;
- (ii). be responsible for maintaining ongoing, clear communication with each other and/or with any relevant stakeholders, with the express purpose of preventing potential misunderstandings and ensuring alignment with respect to the Project's objectives, operational milestones, and overall progress;
- (iii). undertake to conduct periodic meetings to discuss the Project's direction, to address concerns and to align strategies to meet deadlines;

**D. Steering Committee, if constituted shall:**

- (i). be responsible for regularly reviewing the Project's progress against established milestones, timelines and deliverables;
- (ii). be responsible for tracking the Project Milestone to ensure they align with the approved budget;
- (iii). recommended fund disbursements to the Vendors based on presentations on the milestone completion;
- (iv). conduct periodic meetings to assess updates on the Project and address any challenges;
- (v). review progress reports highlighting achievements, concerns, and proposed solutions;
- (vi). Take appropriate decisions as may be required for the Project;

**E. Right of ICICI Foundation:**

- (i). In addition to other rights provided under this MOU, ICICI Foundation shall have the right to review and monitor the progress of the Project and Capacity Building Programme, including its execution, performance, and outcomes, through its employees or authorized representatives;
- (ii). ICICI Foundation may conduct periodic reviews and assessments of the Project to ensure that it is being implemented in accordance with the terms and conditions of this MOU;
- (iii). ICICI Foundation's representatives shall have the right to request access to any relevant documents, records, and reports from DGT or the Selected NSTI, as necessary, to evaluate the progress of the Project and verify that it is being executed in compliance with the agreed-upon objectives and deliverables

**8. TERM AND TERMINATION:**

This MoU shall become effective from the date of its signing and shall remain in effect for a period of One (1) years, i.e., until 22nd July 2026, unless otherwise terminated in accordance with the provisions of this MoU. ICICI Foundation may terminate this MoU without assigning any reason with a prior written notice of 30 (Thirty) days.

Notwithstanding anything contained hereinabove, the ICICI Foundation shall be entitled to terminate this MoU without notice in the following circumstances:

- a. In the event of breach of obligations (in whole or part) required to be performed by them under this MoU by DGT or Selected NSTI or any of its personnel, authorized representatives, agents, sub-contractors etc.; provided such breach is not cured within 7 (Seven) days of notice of such breach to DGT or Selected NSTI;
- b. Non-observance / noncompliance of any applicable laws, rules and regulations.

In the event of termination under this clause, the exit strategy as mentioned in Clause 9 shall be followed by Parties.

**9. EXIT STRATEGY:**



#### 9.1. Determination of Project Completion Date

The Project shall be deemed to be completed when, upon successful installation and testing of the equipment, a qualified technical expert or professional certifies that all activities, deliverables, and equipment under the Project are fit, suitable, and properly equipped for the commencement of operational activities of the Project; or the Parties may mutually agree, in writing, to consider a different day at the Project Completion Date;

#### 9.2. Handover of the Project on its Completion

Upon the completion of the Project, full control, operation, and management of the Project shall, without undue delay, be handed over to Selected NSTI ("Commissioning of the Capacity Building Programme"), in accordance with the terms and conditions outlined in the Handover/Takeover Documents;

#### 9.3. Execution of Handover/Takeover Documents

Upon completion of the Project and at the time of hand over of Project's control, operation, and management to Selected NSTI, the Parties shall execute a Hand over/Takeover Document. In addition, the Parties shall exchange all relevant documentation, including but not limited to Guarantee/Warranty Card, Test Result documents, Operating Manuals, SoPs (if any), and any other required documents. Notwithstanding the above, except for Invoices, all original documents shall remain in the possession of Selected NSTI;

#### 9.4. Operation, Repair, and Maintenance

DGT at its own cost and expense, shall operate Capacity Building Programme at least for a period of 10 years from the date of handover or until the end of the equipment's/product's functional lifespan, whichever is earlier, and shall also be responsible for the repair, maintenance, and upkeeping of all equipment associated with the Project;

#### 9.5. Sourcing of the Beneficiaries:

DGT shall, at its sole cost and expense, identify and source about adequate number of trainee / Beneficiaries per year for Long-term courses and Short-term courses. DGT shall be responsible for enrolling these Beneficiaries into the respective Capacity Building Programme in alignment with the Beneficiaries' interests, knowledge, and qualifications;

#### 9.6. The Benefits of the Project pass to the Beneficiaries

DGT shall ensure that the Beneficiaries shall receive the full benefit of the Project and Capacity Building Programme without any discrimination, including but not limited to, discrimination on the grounds of religion, race, caste, sex, or place of birth. Additionally, these benefits shall be provided either free of cost or at a subsidized cost, ensuring equal access to all individuals regardless of their background or financial standing;

#### 9.7. Project Impact to be achieved

DGT shall take all necessary actions and measures to ensure that the impact of the Project is sustained and be achieved till the lifespan of the facilities established under the project;

9.8. Progress Report of the Capacity Building Programme

DGT itself or through Selected NSTI shall provide the ICICI Foundation with a comprehensive Progress Report on the status of the implementation Capacity Building Programme, employment generation for the Beneficiaries, etc. periodically as may be required by ICICI Foundation for a minimum period of three (3) years from the Commencement of the Project;

9.9. Mitigation of Political Risk

In the event of the appointment of an administrator, successor, replacement, or change of executive officer, as applicable, DGT shall ensure that the Capacity Building Programme shall continue to be operated and managed effectively by such administrator, successor, or executive officer;

9.10. Transfer of Assets

DGT hereby declares, undertakes, represents, and warrants that, in the event, Selected NSTI fails to fulfill the requirements set forth in this MoU or is unable to operate the Programme/Capacity Building Program in accordance with the terms and conditions of this MoU, the ICICI Foundation shall have the right, at its sole discretion, to transfer any Equipment, products, or materials purchased from the Donation Amount to another suitable institute under Directorate General of Training mutually identified by the ICICI Foundation and DGT. DGT acknowledges and agrees that selected NSTI shall not oppose such transfer, nor shall DGT or Selected NSTI be entitled to claim any sum, compensation, the recovery of costs, or any other remedy from the ICICI Foundation in connection with or related to such transfer. The provisions of this clause, including the obligations set forth herein, shall survive for a period of five (5) years from the effective date of Handover of the Project.

9.11. Exit Strategies are in addition to and not in derogation of..

Roles, Responsibilities and Representation outlined under the Exit Strategies of the MoU shall be in addition to and not in derogation of or in substitution of the any other Roles and Responsibilities specified elsewhere in the MoU.

10. NOTICE:

Communications and notices between Parties shall be sent to the following parties:

a) ICICI Foundation

To: President ICICI Foundation

Email: sanjay.datta@icicifoundation.org

Address: ICICI Bank Tower, Bandra Kurla Complex, Bandra East, Mumbai  
– 400051



  
प्रशिक्षण महानिदेशालय/Directorate General of Training  
कौशल विकास एवं उद्यमशीलता मंत्रालय  
Ministry of Skill Development and Entrepreneurship  
भारत सरकार/Government of India  
नई दिल्ली/New Delhi



b) DGT

To: DIRECTOR GENERAL (TRAINING)

Email: DIRGEN-MSDE@GOV.IN

Address: KAUSHAL BHAWAN, NEW MOTI BAGH, NEW DELHI-110023

or such other address as may be notified by each party, from time to time in writing, shall be given in writing and shall be deemed to be effective:

- a) if sent by letter – i) when delivered personally with written acknowledgment of delivery by the recipient; or ii) if dispatched by post, 7 (seven) days after being deposited in the post or when recall of the letter is outside the control of the sender; or iii) if sent by courier, one day after being deposited with the courier; and
- b) if sent by e-mail on receipt by the sender of delivery notification.

Provided, however, that no notice or communication to ICICI Foundation shall be effective unless actually received by ICICI Foundation.

All notices or communication to DGT/NSTI or ICICI Foundation, as the case may be, shall be made to the address provided above, or such address as may be notified in writing by each Party, from time to time.

- c) DGT acknowledges and confirms that any notice provided by ICICI Foundation shall be treated by DGT as sufficient and reasonable notice to DGT.

#### 11. CONFERENCE ROOM:

Selected NSTI agrees and undertakes to provide access to a Conference Room or Meeting Room as and when requested by the ICICI Foundation, for the purpose of holding steering committee meetings with any persons. The Selected NSTI shall ensure that such rooms are made available in a timely manner, subject to availability, and shall be properly equipped to accommodate the needs of the meetings, including but not limited to necessary seating, audio-visual equipment, and other relevant facilities.

#### 12. STANDARD TERMS AND CONDITIONS:

The Standard Terms and Conditions, as prescribed in Schedule D of this MoU, along with any other Schedules attached hereto, form an integral part of this MoU. Both Parties agree to adhere to and comply with the provisions outlined in these Schedules, and any reference to this MoU shall be deemed to include these terms and conditions unless otherwise expressly stated. In the event of any inconsistency or repugnancy between the Standard Terms and Conditions and the main body of this MoU, the provisions of this MoU shall prevail to the extent of such inconsistency or repugnancy.

IN WITNESS WHEREOF THE PARTIES HERE THROUGH THEIR DULY AUTHORISED REPRESENTATIVES HAVE EXECUTED THIS MoU ON THE DAY, MONTH AND YEAR FIRST HEREIN MENTIONED.

प्रशिक्षण महानिदेशालय/Directorate General of Training  
कौशल विकास एवं उद्यमशीलता मंत्रालय  
Ministry of Skill Development and Entrepreneurship  
भारत सरकार/Government of India  
नई दिल्ली/New Delhi



For ICICI Foundation for Inclusive Growth


Name: Suhas Nayak

Designation: Program Head

For Directorate General of Training (DGT),  
MSDE

  
प्रशिक्षण महाविद्यालय / Directorate General of Training  
कौशल विकास एवं उद्यमशीलता मंत्रालय  
Ministry of Skill Development and Entrepreneurship  
भारत सरकार / Government of India  
नई दिल्ली / New Delhi

Name:

Designation:

Witness:

1. 

Name: Yashvardhana Tripathi

Addr: ICICI Foundation

2. 

Name: NIZAM UDDIN BARBHUIYA, DD

Addr: CFI DIVISION, DGT HQ.



## SCHEDULE A

### SCOPE AND DETAILS OF THE PROJECT

The Parties hereby acknowledge and agree that the Scope and Details of the Project shall be as mutually determined and agreed upon by ICICI Foundation and the Selected NSTI. The Scope and Details of the Project, once agreed upon and executed, shall be deemed to be an integral part of this MoU and shall be appended hereto as Appendix I, or Appendix I-A, or Appendix I-B, and so on, as applicable, for each Selected NSTI, in the format specified herein. The appendices shall be considered legally binding and incorporated into the terms and conditions of this MoU.



  
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Ministry of Skill Development and Entrepreneurship  
भारत सरकार, Government of India  
नई दिल्ली / New Delhi

## Appendix I

ICICI Foundation and the Selected NSTI duly identified as <Capture Name of NSTI>, having its principal office located at <Capture Address of NSTI>, hereby acknowledge and agree upon the following Scope of the Project,. The details of the Project are captured in following parts:

ICICI Foundation and the Selected NSTI hereby represent, warrant, acknowledge, and agree to perform the roles, responsibilities, and obligations, Representation, Warranty, etc. ("Obligations") set forth under the MoU executed by and between ICICI Foundation and DGT at <capture name of execution place> on <capture Date> . Selected NSTI further acknowledges and agrees that the Obligations set forth by DGT in the MoU on behalf of the Selected NSTI shall be deemed to be set forth by the Selected NSTI itself.

- i. Part A: Project Details
- ii. Part B: Approved Facilities established under the Project
- iii. Part C: List of Equipment

### I. PART A: Project Details:

| S. NO. | DETAILS OF THE PROJECT                     | DESCRIPTION   |
|--------|--|---|
| 1.     | Project Site                               |   |
| 2.     | Expected commissioning Date of the Project |   |
| 3.     | Expected Completion Date of the Project    |   |
| 4.     | Project Purpose                            | To set up the infrastructure or laboratory / practical training centre or study facilities under the Project at the Earmarked Land with the Donation Amount with aim to provide subsidised or free of cost Capacity Building Programme to Beneficiaries at large, |
| 5.     | Earmarked Land                             |   |
| 6.     | Duration of the MoU                        | One year from the Effective Date.   |



|    |  |  |
|----|--|--|
|    |  | The term may be extended for such period as agreed by Parties, provided that the total term of this MoU, including any extensions, shall not exceed tow (2) years under any circumstances. |
| 7. | Number of floors where Facilities under the Project to be setup  |  |
| 8. | Expected Commencement Date of Capacity Building Programme  |  |
| 9. | Impact of Project / Capacity Building Programme for Beneficiaries (Quantitative and Qualitative both assessment) |  |

II. Part B: Approved Facilities established under the Project:

| <u>Sr. No</u> | Approved Facilities Name | List of Specialized Capacity Building Programmes to be conducted by the Selected NSTI using the Facilities established under the Project |
|---------------|--------------------------|--|
| i.            |                          |  |
| ii.           |                          |  |
| iii.          |                          |  |
| iv.           |                          |  |
| v.            |                          |  |

PART C: List of Equipment:

List of Equipment

The following are the details of the equipment and software to be procured for Selected NSTI Project. ICICI Foundation and Selected NSTI may make changes as mutually agreed and approved by the Steering Committee in the list based on the future needs to ensure that the Facilities setup under the Project has the advanced facilities:

| Sr. No | Approved Project Domain | Name of the equipment | Quantity | Make | Amount |
|--------|-------------------------|-----------------------|----------|------|--------|
|        |                         |                       |          |      |        |

|                     |  |  |  |               |  |
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|                     |  |  |  |               |  |
|                     |  |  |  | Total Price : |  |
| (Rupees _____ Only) |  |  |  |               |  |

Any other equipment/changes thereof as may be required and approved by the Steering Committee



  
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 Ministry of Skill Development and Entrepreneurship  
 भारत सरकार / Government of India  
 नई दिल्ली / New Delhi

ICICI Foundation's Signature with seal

Selected NSTI's Signature with seal

\_\_\_\_\_

\_\_\_\_\_



## SCHEDULE B

The Parties hereby acknowledge and agree that Donation Amount for the Project shall be as mutually determined and agreed upon by Steering Committee. Once Appendix II executed, shall be deemed to be an integral part of this MoU and shall be appended hereto as Appendix II, or Appendix II-A, or Appendix II-B, and so on, as applicable, for each Selected NSTI, in the format specified herein. The appendices shall be considered legally binding and incorporated into the terms and conditions of this MoU.



  
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Ministry of Skill Development and Entrepreneurship  
भारत सरकार/Government of India  
नई दिल्ली/New Delhi

## Appendix II

ICICI Foundation and the Selected NSTI duly identified as <Capture Name of NSTI>, having its principal office located at <Capture Address of NSTI>, hereby acknowledge and agree upon the following the details of the Donation Amount as captured in following parts:

### Donation Amount

| Sr. No | Particulars                                     | Details   |                |           |        |                |    |   |  |  |    |                         |  |  |    |                                |  |  |    |                            |  |  |
|--------|---|---|----------------|-----------|--------|----------------|----|---|--|--|----|-------------------------|--|--|----|--------------------------------|--|--|----|----------------------------|--|--|
| 1.     | Donation Amount                                 | Up to a total of ₹ ...../-(Rupees ..... only)   |                |           |        |                |    |   |  |  |    |                         |  |  |    |                                |  |  |    |                            |  |  |
| 2.     | Purpose for Donation Amount                     | charitable venture under corporate social responsibility (CSR)  |                |           |        |                |    |   |  |  |    |                         |  |  |    |                                |  |  |    |                            |  |  |
| 3.     | Utilisation of Donation Amount                  | Donation Amount to be solely utilised for the sole purpose of execution of the Project. Donation Amount which is not utilised during the Term of the Project execution, shall be cancelled and ICICI Foundation shall not be liable to transfer the same to Collaboration Partner or any third party.   |                |           |        |                |    |   |  |  |    |                         |  |  |    |                                |  |  |    |                            |  |  |
| 4.     | Cost over-run of the Project                    | Any additional amount, over and above the Donation Amount, incurred or required to be incurred towards the Project, shall be solely determined by ICICI Foundation.   |                |           |        |                |    |   |  |  |    |                         |  |  |    |                                |  |  |    |                            |  |  |
| 5.     | Milestones for the Release of Donation Amount   | <table><tr><th>S.no</th><th>Milestone</th><th>Amount</th><th>Tentative Date</th></tr><tr><td>1.</td><td>Completion of RCC structure/Civil Work (if any)</td><td></td><td></td></tr><tr><td>2.</td><td>Upon placement of Order</td><td></td><td></td></tr><tr><td>3.</td><td>Upon Delivery of the Equipment</td><td></td><td></td></tr><tr><td>4.</td><td>Upon Installation, Testing</td><td></td><td></td></tr></table> | S.no           | Milestone | Amount | Tentative Date | 1. | Completion of RCC structure/Civil Work (if any) |  |  | 2. | Upon placement of Order |  |  | 3. | Upon Delivery of the Equipment |  |  | 4. | Upon Installation, Testing |  |  |
| S.no   | Milestone                                       | Amount  | Tentative Date |           |        |                |    |   |  |  |    |                         |  |  |    |                                |  |  |    |                            |  |  |
| 1.     | Completion of RCC structure/Civil Work (if any) |   |                |           |        |                |    |   |  |  |    |                         |  |  |    |                                |  |  |    |                            |  |  |
| 2.     | Upon placement of Order                         |   |                |           |        |                |    |   |  |  |    |                         |  |  |    |                                |  |  |    |                            |  |  |
| 3.     | Upon Delivery of the Equipment                  |   |                |           |        |                |    |   |  |  |    |                         |  |  |    |                                |  |  |    |                            |  |  |
| 4.     | Upon Installation, Testing                      |   |                |           |        |                |    |   |  |  |    |                         |  |  |    |                                |  |  |    |                            |  |  |



  
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 नई दिल्ली/New Delhi



|    |  |   |                    |  |  |
|----|--|---|--------------------|--|--|
|    |  | 5.  | Upon Commissioning |  |  |
|    |  | Total   |                    |  |  |
|    |  | Each Milestone shall be required to be completed in accordance with the terms and conditions set forth in this MoU  |                    |  |  |
| 6. | Modification in Milestones for the Payment Release | Any modification to the Milestones for Payment Release, as specified in the preceding Sr. No. 5 of this MoU, shall be prepared by Selected NSTI in consultation with the ICICI Foundation. Such modifications shall then be presented before the Steering Committee for its review and approval. Upon receiving the approval of the Steering Committee, the modified Milestones shall be incorporated into the MoU as an its integral part.                       |                    |  |  |
| 7. | Escalations (if any) in Project budget/cost        | In the event of any escalation in the Project Budget or Costs, such escalation shall be mutually discussed and agreed upon by the Parties. The proposed escalation, if deemed appropriate, shall be presented to the Steering Committee (if constituted) for its review and recommendation. If the Steering Committee recommends the escalation, ICICI Foundation, at its sole discretion, may provide additional financial support to cover the increased costs. |                    |  |  |
| 8. | Un utilised Donation Amount                        | Any Donation Amount or financial support amount that remains unutilized during the Term of this MoU shall be automatically cancelled at the expiration or termination of the MoU and ICICI Foundation shall not be liable to transfer the same to CMC or any third party  |                    |  |  |



ICICI Foundation's Signature with seal

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 Ministry of Skill Development and Entrepreneurship  
 भारत सरकार / Government of India  
 नई दिल्ली / New Delhi

Selected NSTI's Signature with seal

## SCHEDULE C

### NAME OF FACILITIES SETUP UNDER PROJECT

1. The name of the Facilities setup under the project shall be determined by the Steering Committee or as mutually agreed by the Parties in writing. The Minutes of Meeting of the meeting in which the decision regarding the name of the Facilities was made, or any other written documents evidencing the mutual agreement on the name, shall be appended to this MoU as Appendix III, or Appendix III-A, or Appendix III-B, or so on, as applicable, for each Selected NSTI.
2. DGT shall acknowledge the contribution of ICICI Foundation and has decided that the title and name of the Project at Project Site upon completion shall be as mentioned above;
3. DGT agrees that no third-party name and branding shall be used for the Project/ facilities setup under the project without obtaining prior written consent of ICICI Foundation. In the event, any third-party name and branding is necessary, prior written approval shall be obtained from ICICI Foundation for each such case as well as for the form and manner in which the third-party branding is intended;
4. DGT must ensure that the Project/ facilities set up under this Project are always referred to by the full name as mentioned above. The name shall be permanent and shall be displayed in the mutually approved font, style and manner on all name boards, documents, case prescriptions, other materials etc;
5. DGT has and shall have no objection if the ICICI Foundation install branding of ICICI Foundation and/or ICICI Group Companies at the Project site including painting of internal or external wall or complete building site of the project in brand colours of ICICI with a brand display board;
6. The installed branding material shall continue to be maintained by DGT or Selected NSTI. There will be no third party branding by DGT or Selected NSTI, unless prior approval in writing is obtained from ICICI Foundation. ICICI Foundation shall, at its sole discretion, have the right to make any modifications or amendments to Schedule C of the MoU at any time, without the requirement for prior approval from DGT or Selected NSTI;
7. Notwithstanding anything to the contrary contained in this MoU, ICICI Foundation reserves the right, at its sole discretion, to disassociate its title, name, brand, and any related identifiers from the Project at any time, without the requirement of prior notice to or consent of/from DGT or Selected NSTI.



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## SCHEDULE D

The Parties hereby acknowledge and agree that the Steering Committee for the Project shall be constituted as per the Appendix IV. Once the Appendix IV executed, shall be deemed to be an integral part of this MoU and shall be appended hereto as Appendix IV, or Appendix IV-A, or Appendix IV-B, and so on, as applicable, for each Selected NSTI, in the format specified herein. The appendices shall be considered legally binding and incorporated into the terms and conditions of this MoU.



  
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Ministry of Skill Development and Entrepreneurship  
भारत सरकार / Government of India  
नई दिल्ली / New Delhi

# Appendix IV

## STEERING COMMITTEE

| S.no. | Heading   | Details   |                  |               |     |                  |   |  |   |  |   |  |   |  |   |  |  |  |
|-------|---|---|------------------|---------------|-----|------------------|---|--|---|--|---|--|---|--|---|--|--|--|
| 1     | Composition:  | Five members (Two from ICICI Foundation, and Three from Selected NSTI).   |                  |               |     |                  |   |  |   |  |   |  |   |  |   |  |  |  |
| 2     | Members nominated by Selected NSTI and ICICI Foundation | <table border="1"> <thead> <tr> <th>No.</th><th>Selected NSTI</th><th>No.</th><th>ICICI Foundation</th></tr> </thead> <tbody> <tr> <td>1</td><td></td><td>1</td><td></td></tr> <tr> <td>2</td><td></td><td>2</td><td></td></tr> <tr> <td>3</td><td></td><td></td><td></td></tr> </tbody> </table> | No.              | Selected NSTI | No. | ICICI Foundation | 1 |  | 1 |  | 2 |  | 2 |  | 3 |  |  |  |
| No.   | Selected NSTI   | No.   | ICICI Foundation |               |     |                  |   |  |   |  |   |  |   |  |   |  |  |  |
| 1     |   | 1   |                  |               |     |                  |   |  |   |  |   |  |   |  |   |  |  |  |
| 2     |   | 2   |                  |               |     |                  |   |  |   |  |   |  |   |  |   |  |  |  |
| 3     |   |   |                  |               |     |                  |   |  |   |  |   |  |   |  |   |  |  |  |
|       | Invitee Members (if any) nominated by DGT               |   |                  |               |     |                  |   |  |   |  |   |  |   |  |   |  |  |  |
| 3     | Amendment   | Any changes to the composition of the Committee shall require prior written consent from both ICICI Foundation and Selected NSTI  |                  |               |     |                  |   |  |   |  |   |  |   |  |   |  |  |  |

Signature of ICICI Foundation  


ICICI Foundation's Signature with seal

Signature of Selected NSTI  
  
 Directorate General of Training  
 Ministry of Skill Development and Entrepreneurship  
 भारत सरकार/Government of India  
 नई दिल्ली/New Delhi

Selected NSTI's Signature with seal



## SCHEDULE E

### STANDARD TERMS AND CONDITIONS

#### 1. DEFINITIONS AND CONSTRUCTION:

##### 1.1. Definitions:

- (i). Recitals: The recitals shall form an integral part of this operative part as if the same were incorporated herein in verbatim.
- (ii). Definitions and Interpretation: In this MoU, unless the context otherwise requires, the following words and phrases shall have the following meaning:
  - (a) "Agreement/MoU" shall mean this Agreement/Memorandum of Understating with all its terms and conditions, schedules, annexures and all amendments made thereto in writing from time to time and signed by the Parties hereto;
  - (b) "Approvals/ Permissions" shall mean and include all necessary and required approvals, consents, permits, licenses, sanctions, authorizations, or permissions from any relevant authority or person, whether governmental, statutory, regulatory, or otherwise, including but not limited to Government, Local Bodies, Gram Panchayat, Municipal Authorities, or any other relevant authority, for the purpose of commencing, carrying out, and completing the Project in accordance with the provisions of this MoU. Approvals/permissions shall also include all approvals or permissions required for commencing, conducting, operating, running, or performing any activities, whether ancillary or main, arising from the Project or from any existing facilities related to or associated with the Project, or otherwise;
  - (c) "Authorized Personnel" shall mean the employees, representatives, agents, personnel of the Parties who are involved in/ associated with the Project;
  - (d) "Force Majeure Event" for the purposes of this MoU shall mean an event which was unforeseeable and which cannot be predicted by persons of ordinary prudence, including but not limited to acts of God, pandemic, epidemic, war, flood, earthquakes, strike(s), lockout(s), terrorism, riots, civil commotion. On the occurrence of such Force Majeure Event, the party affected by the Force Majeure Event shall promptly give a notice in writing to the other party within one month of such occurrence;
  - (e) "Government Authority" means the Central Government, State Government, and/or any entity exercising executive, legislative, judicial regulatory or administrative functions or pertaining to government/executive/regulatory/developmental functions within the city, locality or other political subdivision thereof and shall include the relevant Municipal Corporation, Gram Panchayat, Ministry of Environment, Forests and Climate Change (MOEFCC) and other ministries whether state or central, statutory and local authorities;

##### 1.2. In this MoU, unless the contrary intention appears:

- (a) a reference to:



  
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Ministry of Skill Development and Entrepreneurship  
भारत सरकार/Government of India  
नई दिल्ली/New Delhi

- i) an MoU / document / undertaking / deed / instrument / indenture / writing includes all amendments made thereto from time to time and also includes all schedules, annexures and appendices thereto;
  - ii) an "amendment" includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly;
  - iii) "authorization" includes an authorisation, consent, clearance, approval, permission, resolution, license, exemption, filing and registration;
  - iv) "law" or "applicable law" shall mean, applicable constitution, statute, law, rule, regulation, ordinance, judgment, order, decree, authorisation, or any published directive, guideline, notice, requirement or governmental restriction, having the force of law in any jurisdiction;
- b) the singular includes the plural (and vice versa);
  - c) the recitals hereinabove written shall be treated as, and shall form part of the operative portion of this MoU;
  - d) the headings in the MoU are inserted for convenience of reference only and are to be ignored in construing and interpreting this MoU;
  - e) a reference to a clause or Schedule is, unless indicated to the contrary, a reference to a clause or Schedule, as the case may be, of this MoU;
  - f) words denoting a person shall include an individual, corporation, company, partnership, trust, body of individuals or any other entity;
  - g) references to dates and times shall be construed to be references to dates and time in India, unless the context expressly or by necessary implication otherwise requires;
  - h) any phrase using the terms "including", "include", "in particular", "for example", "such as", "etc." or any similar expression shall be construed as illustrative and not as exhaustive;
  - i) certain capitalized terms are defined in this MoU and its Schedules and whenever such terms are used in this MoU or its Schedules, they shall have their respective defined meanings, unless the context expressly or by necessary implication requires otherwise;
  - j) all approvals, permissions, consents or acceptance required from ICICI Foundation for any matter shall require the "prior", "written" approval, permission, consent or acceptance of ICICI Foundation;

## 2. REPRESENTATIONS AND WARRANTIES:

- (a) Both the Parties represents and warrants that the Parties have all the corporate, regulatory, legal and other authorisation including all registrations, licenses, approvals and/or permissions as may be required to carry on and conduct their respective activities and to execute this MoU in accordance with all applicable laws and that execution of this MoU and performance of this MoU does and will not breach or cause conflict with any other obligation to any third party.



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- (b) The signatory executing this MoU for and on behalf of a Party and the documents to be executed in pursuance hereof, are fully authorized to execute the same.

3. DGT REPRESENTATION AND WARRANTIES:

DGT hereby represents, warrants, confirms to ICICI Foundation and undertakes that:

- (a). DGT have the requisite skill, knowledge, experience, expertise, infrastructure and capability to perform Capacity Building Programme;
- (b). DGT have been empowered by its Memorandum of Association/ Byelaws or constitution to accept donations in kind;
- (c). ICICI Foundation shall have no liability, direct or indirect, or shall not be held liable in case of non-functioning / mal-functioning of the equipment / deficiency or issues in the services under the Project at any point of time;
- (d). ICICI Foundation shall have the right to monitor / evaluate the progress of the Project and carry out evaluation visits at the Project Sites / premises where the Project is being installed or constructed/executed if required for the purpose of Project appraisal and assessment, DGT itself or through Selected NSTI shall ensure that its representatives and all project stakeholder are available to meet with and provide such information as may be reasonably requested by the representatives of the ICICI Foundation in relation to the Project;
- (e). DGT shall be solely responsible for the peaceful implementation, development and completion of the Project and shall extend full support and remove all objections or disputes raised by any person at the time of planning or commencement of the Project or implementation of the project or during and/or after completion of the Project;
- (f). DGT hereby agrees, represents, and warrants that ICICI Foundation shall not be held responsible or liable to any party for any damages to the Facilities or the Project, nor for any injury, loss, or casualty arising from any mishap, accident, or event, including but not limited to natural calamities, or for any other circumstances whatsoever;
- (g). ICICI Foundation or ICICI Bank Ltd. Or ICICI Bank Group Companies shall not be responsible or liable for quality/ efficacy of the set up/equipment and/or services provided by the Project Partner or the quality of providing Capacity Building Programme;
- (h). DGT shall adhere to fair practice in performance of the obligations set out under this MoU and shall ensure such adherence by its Authorized Personnel;
- (i). DGT further represents and confirms that it has not received any notice, requisition, or acquisition regarding Earmarked Land under any Act from any statutory authority for public purpose or land development;
- (j). DGT represents and warrants that there is no budget allocation from the Government Authority for the Project. DGT further represents and warrants that



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there are no other sources of financing available to cover the resource gaps, from any government schemes involved in Project;

- (k). Neither DGT nor any Selected NSTI has availed, or shall avail, any capital subsidies, rebate facilities, interest subsidies, or any other benefits under any Government or Local Bodies' schemes, grants, programs, or incentives in connection with the Project, either before or after the implementation of the Project;
- (l). The Project is not part of any government sponsored, funded, or otherwise subsidized scheme, program, or initiative, whether directly or indirectly, under any applicable law or regulation or scheme;
- (m). Neither DGT nor any Selected NSTI has availed, or shall avail, any fund-based or non-fund-based credit facilities from ICICI Bank or any of its group companies in connection with the Project, either directly or indirectly;
- (n). The benefits of the proposed project shall be made available to all Beneficiaries" and/or to athletes without any discrimination, including but not limited to, discrimination on the grounds of religion, race, caste, sex, or place of birth. Additionally, these benefits shall be provided either free of cost or at a subsidised cost, ensuring equal access to all individuals regardless of their background or financial standing;
- (o). DGT represents and warrants to ICICI Foundation that there are no judgements, orders, decrees, litigation, arbitration, administrative or other proceedings by the government, governmental authority, official or any entity are pending or threatened against DGT or Selected NSTI which may hinder or impede the setting up of the Project;
- (p). DGT has taken physical inspection of the site of the Project/ Earmarked Land is satisfied with the viability of the Project and estimated cost required for completion, including purchase of the equipment/ products if any for the Project;
- (q). DGT represents, warrants and undertakes that it shall ensure compliance of all laws, rules and regulations applicable to DGT and the Project;
- (r). No director of ICICI Bank is a director, partner, manager, managing agent, employee or guarantor of DGT, or holds substantial interest, in DGT and no director of any other bank (including scheduled co-operative banks), or directors of subsidiaries/trustees of mutual funds/venture capital funds set up by ICICI Bank or any other bank holds substantial interest or is interested as director or as a guarantor of the DGT;
- (s). No relative (as specified by the Reserve Bank of India) of a chairman/managing director or director of a banking company (including ICICI Bank) or its subsidiaries or trustees of mutual funds/venture capital funds set up by a banking company (including ICICI Bank) or a relative of senior officer (as specified by the Reserve Bank of India) of ICICI Bank, holds substantial interest or is interested as a director/partner or as guarantor of the DGT;



  
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- (t). DGT shall not violate any proprietary rights, Intellectual Property Rights, publicity rights, personality rights or privacy rights of ICICI Bank or ICICI Bank or its Group Company and/or any third party;
- (u). DGT shall obtain and keep all approvals in relation to executing this MoU and obligations contemplated under this MoU valid throughout the tenure of this MoU. DGT shall bring to the notice of ICICI Foundation any expiry, modification, or suspension of any such approvals /licenses and the initiation of any adverse action by the relevant authority concerned in relation thereto;
- (v). DGT shall segregate and keep separately all information, documents, properties, assets
- (w). and records pertaining to the Project and ICICI Foundation and also hold the same in trust for ICICI Foundation;
- (x). DGT in compliance with the obligations set forth under The Right to Information Act, 2005 ("RTI Act"), acknowledges that information of public interest may be required to be disclosed in accordance with the provisions of applicable laws, subject to the restrictions and conditions as provided in the RTI Act. Notwithstanding the foregoing, DGT shall promptly notify ICICI Foundation of any breach of security or unauthorized disclosure of information provided by ICICI Foundation. DGT shall be liable for any damages arising from such breach, except where such disclosure is expressly mandated by the RTI Act or any other applicable law;
- (y). DGT represent and confirms that it has implemented comprehensive Standard Operating Procedures (SOPs), rules, and mechanisms designed to minimize the risk of cheating, fraud, and other fraudulent activities. In the event any acts of cheating or fraud by DGT personnel are identified, such acts will be addressed in strict accordance with the applicable laws, rules, and disciplinary procedures established by the Government of India;
- (z). DGT shall ensure that ICICI Foundation, ICICI Bank or its group company is not subjected to any reputational harm during the performance of Services/Creatives/Final Deliverables under this MoU;
- (aa). DGT agrees to execute, implement, undertake the Project in a professional and diligent manner consistent with industry standards and good business practice;

#### 4. ICICI FOUNDATION REPRESENTATIONS AND WARRANTIES:

- (a). ICICI Foundation represents and assures NSTI that it is empowered under its Trust Deed and the laws governing it to grant Funds for the Project as specified in this MoU;
- (b). ICICI Foundation further represents and assures that it will provide the Donation Amount, by way of direct payment to the Project Partners (as defined hereinabove) for the Project up to the limit and in the manner as set forth in Schedule B hereto.

#### 5. IMPACT ASSESSMENT:



*[Signature]*  
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- (a). ICICI Foundation shall have the right, at its sole discretion, to appoint a third party impact assessment agency to undertake an impact assessment of the Project which include Capacity Building Programme, Beneficiaries availing the benefits of the Project or Capacity Building Programme, the Equipment purchased etc., in compliance with applicable laws. DGT agrees to permit the third-party agency appointed by ICICI Foundation access for the purpose of conducting the impact assessment and to fully cooperate with any reasonable request made by them for this purpose. For the purpose of compliance of impact assessment (including post completion of the Project) and any regulatory requirement, DGT itself or through Selected NSTI shall be responsible and liable for obtaining prior explicit consent from Beneficiaries/their family/ their legal representative for sharing their personal data with ICICI Foundation, ICICI Bank, regulators and any third party appointed by ICICI Foundation or ICICI Bank and has to facilitate communications with the Beneficiaries/their family/legal representative, as may be required from time to time.
- (b). ICICI Foundation shall be at liberty to share such data with any third party solely for the limited purpose of fulfilling regulatory requirements of impact assessment, and for no other purpose.
- (c). In the event, any dispute, claim, proceedings are initiated/raised against ICICI Foundation and/or ICICI Bank Limited by the Beneficiaries/their family/legal representative or any third party with respect to the impact assessment conducted under this clause in connection with the Project or Capacities Building Programme or the Facilities, DGT agree and undertake to fully indemnify, defend and hold harmless ICICI Foundation, ICICI Bank, ICICI Group Companies and its directors, employees, representatives, agents and/or ICICI Foundation's trust, its trustees, successors and assigns from and against all liabilities (including claims, claims, losses, damages, proceedings, judgements, costs, expenses, attorney fees etc.) in connection with and/or in relation to the impact assessment.

6. INDEMNITY:

DGT hereby agree to fully indemnify, defend and hold harmless ICICI Foundation, ICICI Bank, affiliates of ICICI Bank, and its directors, employees, representatives, agents and assigns from and against all liabilities (including claims, losses, damages, judgements, costs, expenses, attorney fees, court costs, etc.) arising out of or in connection with (a) any breach by DGT or Selected NSTI of the terms of this MoU including but not limited to obligations relating to confidentiality and intellectual property rights (b) any misrepresentation or omission of any information by DGT or Selected NSTI in connection with the Project or this MoU (c) Any acts, omission or negligence of DGT or Selected NSTI, its employees, or agents in the course of implementing the Project or utilizing the Donation Amount (d) any personal injury, property damage, or other harm or loss suffered by any third party during or after the completion of the Project, or due to the use of Equipment purchased for the Project or on account of the providing Capacity Building Programme or imparting training or due to the use of Facilities.

7. LIMITATION OF LIABILITY:



  
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Notwithstanding anything contained in this MoU or in any other document, under no circumstances ICICI Foundation / ICICI Bank / any of its affiliates shall:

- (a) be liable for any costs, expenses, loss, damage, claims, or liabilities arising from or related to planning, construction, maintenance or operation of the Capacity Building Programme/imparting training by using the Facilities or from the purchase, maintenance or performance of the Equipment, DGT or Selected NSTI assumes all risks associated therewith.
- (b) liable to DGT or Selected NSTI for any indirect, incidental, consequential, special or exemplary or punitive damages including but not limited to any loss of profits, revenue, business opportunities, goodwill, expected savings or any other claims regardless of ICICI Foundation / ICICI Bank / any of its affiliates has been advised DGT or Selected NSTI of the possibility of such damages.
- (c) have any liability whatsoever in case of any third-party claims, demands, suit, actions, or other proceedings against DGT or Selected NSTI or its personnel in connection with or arising out of this MoU.
- (d) make any representation on the quality of the construction, facilities to be set up and equipment/product to be installed for the Project. NSTI shall keep ICICI Foundation fully indemnified at all times in relation to the Project and the facilities/services of Capacity Building Programme being provided by utilising facilities setup under the Project or using the infrastructure, assets or equipment/product installed for the Project.
- (e) be responsible to any Beneficiary, Trainee or public who has availed the services being provided in Capacity Building Programme for whatsoever reason including the facilities/services of Project, by using the infrastructure, assets or equipment/product to be purchased and installed for the Project
- (f) Notwithstanding anything contained in this MoU, under no circumstances, the Bank's or its affiliates or ICICI Foundation's liability to DGT or Selected NSTI (whether individually or jointly) under this MoU shall not exceed Rs. 1 lakh (Rupees One Lakh only).

#### 8. CONFIDENTIALITY:

- (a) During the execution of the Project, a Party may disclose certain confidential information, ("Disclosing Party") to the other party ("Receiving Party"), which shall mean any and all information so described by the Disclosing Party in writing and marked as "Confidential", and it is hereby agreed by the Receiving Party as under:
  - (i). Not to use such Information at any time for other than the purpose for which it has been provided;
  - (ii). To treat such Information as it would its own proprietary and confidential information and not to disclose such Information to any third party.
  - (iii). To take all precautions to prevent the disclosure of such Information to any third party.
  - (iv). Not to use such information at any time for exploiting, or causing to exploit, it directly or indirectly or through any other third party, for any commercial interest or purposes.



  
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(b) Receiving Party shall be relieved of any and all obligations above regarding Confidential Information which:

- (i). Was known to the Receiving Party prior to receipt hereunder, as demonstrated by written records of the party concerned;
- (ii). At the time of disclosure, it was generally available to the public, or which after disclosure hereunder, becomes generally available to the public through no fault, or negligence of the Receiving Party
- (iii). Is required by applicable law, regulation, government order or judicial order to be disclosed, provided that the Receiving party shall promptly notify the Disclosing Party upon its receipt of such request for disclosure and prior to such disclosure to permit Disclosing Party to oppose same by appropriate legal action.
- (iv). The Receiving Party shall only disclose the Confidential Information to their employees and/or representatives on a "need to know" basis for the above-stated purpose. The Receiving Party shall ensure that such employees and/or representatives are aware of this MoU and the obligations and restrictions imposed herein, and obtain necessary confidentiality MoUs from them, if so required.

1. The parties concerned shall return or destroy all copies of the information, including if they are reproduced in electronic mode, or any other means, upon the written request of the Disclosing Party within seven days from the date of the request. In the event of such destruction of records, an undertaking thereof shall be promptly sent to the Disclosing Party, if so advised.

(c) Nothing herein shall be construed as (i) giving the Receiving Party any license, right, title, interest in or ownership or otherwise to the Confidential Information disclosed by the Disclosing Party, (ii) granting any license or any Intellectual Property rights or (iii) representing any commitment by either party to enter into any additional MoU, by implication or otherwise.

#### 9. INTELLECTUAL PROPERTY:

(a) The Parties acknowledge and agree that each Party shall have all rights, title and interest in the Intellectual Property owned by it prior to the execution of this MoU or acquired/created outside the scope of and independently of the relationships pursuant to this MoU (hereinafter referred to as the "Intellectual Property Rights").

(b) Neither Party shall make, place or disseminate any advertising, public relations, promotional material, use trademarks or any material of any kind using the name of the other Party and/or the other Party's affiliates using their trademarks, without the prior written approval of the other Party.

(c) Parties agree that all marketing materials including but not limited to banners, brochures, handouts and other materials in respect of the Project shall bear the branding as mutually agreed between the Parties and shall be in accordance with the brand usage policy of ICICI Group and DGT or Selected NSTI and applicable law. No Intellectual Property Rights of any third party shall be used without express consent of both the Parties/third party.

(d) Neither Party shall violate any proprietary and Intellectual Property Rights of the other Party or any third party, including without limitation, confidentiality obligations and intellectual property rights. A Party shall seek prior written



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consent from the other Party to use the trade mark, trade name, logo, content, patent, trade secrets, copyright and any other proprietary rights of the said Party. Notwithstanding anything contained under this MoU, nothing in this MoU shall be deemed to be a transfer, license or assignment of any right, title, interest or claim in relation to Intellectual Property Rights owned by either Party.

#### 10. PUBLICATION:

DGT itself or through Selected NSTI shall not (i) issue a press release or make any other public statement that references or this MoU or (ii) use the ICICI Foundation, ICICI Bank or ICICI Bank's affiliates' names or trademarks for publicity or advertising purposes without the prior written consent of ICICI Foundation, notwithstanding anything contained under this MoU, ICICI Foundation may make public announcement(s) including but not limited to internal communications, press releases, advertisements, social media, website and other publications for informative purposes in relation to this MoU, the engagement and development of the Project, and the impact of the Project on society, including Beneficiaries.

#### 11. FORCE MAJEURE:

Neither party shall be held responsible for non - fulfilment delay and/or failure of performance of their respective obligations under this MoU due to the exigency of one nor more of the Force Majeure Events.

The Party affected by a Force Majeure Event ("Affected Party") shall in its notice provide all details to the other Party, of all the steps the Affected Party has taken and intends to take to mitigate the consequences of Force Majeure Event and to minimize damages and to resume operations and performance.

If the Force Majeure Event continues for a period beyond 3 (three) months, the Affected party shall have the right to terminate this MoU by giving a prior written notice of 30 (thirty) days with reason.

#### 12. CONSEQUENCES OF TERMINATION:

- (a) Upon termination of the Agreement, the obligations and liabilities of the Parties to each other on the date of such termination, and such other clauses that Parties intend to survive including clauses 3, 5, 6, 7, 8, 9 and 11 of Schedule E Schedule C and clause 7A of the MoU shall survive.
- (b) Notwithstanding anything contained in this Agreement or any other document, termination or expiry of this Agreement for whatsoever reason, shall have no effect on the following:
  - 1. the rights and privileges as set out in Schedule C of this Agreement and the same shall continue to accrue and remain available with ICICI Foundation and ICICI Bank and/or its affiliates
  - 2. The title and name of the Project under the Project defined in Schedule C shall be perpetual and is irrevocable. ICICI Foundation may choose to disassociate the brand at its own will.

#### 13. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION:



  
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- (a) This MoU shall be governed by and construed in accordance with the laws of India.
- (b) **Dispute Resolution:** Any dispute, difference or claim between the Parties hereto, arising out of or in any way relating to this MOU, or any breach or alleged breach thereof, shall be resolved between the Parties amicably settlement through mutual discussion or through mediation within 45 (forty-five) Business Days or such other period as may be mutually extended by the Parties ("Dispute Resolution Period") of such dispute being brought to the notice of the Parties. In case the Parties refer the dispute under this MOU for mediation, a sole neutral mediator shall be mutually appointed by the Parties and the mediation shall take place in Mumbai. In case the Parties are not able to resolve the dispute within the Dispute Resolution Period, either Party may refer the dispute to a sole arbitrator to be jointly appointed by the Parties. The seat of the arbitration shall be Mumbai and the proceedings shall be in English. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder (as may be amended from time to time). Each Party shall bear its own cost for the arbitration and any attorney's fee. The decision of the arbitrator shall be final and binding on the Parties.
- (c) The Parties hereby designate the following officials to facilitate the amicable settlement of disputes arising under this Agreement:
- (i). For and on behalf of ICICI Foundation-
1. Name: Mr. Sanjay Datta,
  2. Designation: President; and
- (ii). For and on behalf of DGT
1. Name: .....
  2. Designation:

In the event that a nominated official is unavailable due to retirement, superannuation, resignation, or any other unavoidable circumstance, the Party concerned may designate another official to act as their representative for the amicable settlement of disputes. The details of the newly nominated official shall be communicated in writing to the other Party.

#### 14. MODIFICATION:

Any modification in the Scope and Term of the Project shall be agreed by the Steering Committee and which shall also be recorded in writing prior to executing such change in the Project.

Any other alteration, modification or amendment to this MoU (including scope of the Project) must be in writing and signed by authorised signatories of each of the Parties.

#### 15. NON-EXCLUSIVITY:

The Parties agree that this MoU is on non-exclusive basis and either Party may enter into similar agreements with third parties, notwithstanding anything stated



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to the contrary in this MoU, if DGT intends to design, implement, evaluate, or execute any new Corporate Social Responsibility (CSR) Project in collaboration with any third party in the future, DGT shall give first preference to the ICICI Foundation for support for such new CSR Project. DGT shall provide ICICI Foundation a period of thirty days prior to the execution of the new CSR Project to consider and respond to the request for support, if the ICICI Foundation is either unreachable or unable to provide the required support for the activities as mentioned in this clause. DGT may seek additional funds or collaboration with other third parties, subject to the prevailing policies of DGT. Both Parties agree to make reasonable efforts to collaborate in good faith for the successful implementation of CSR initiatives under this clause.

#### 16. SEVERABILITY:

"In the event that any clause or provision of this MoU is declared void, invalid, or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining clauses or provisions of this MoU. The Parties agree that the invalidated clause shall be replaced with a valid provision that most closely reflects the intent of the original clause, to the extent permitted by law.

#### 17. MISCELLANEOUS:

- (a) During the participation in the process to negotiate and create this Agreement, as well as during and after performance of this Agreement the Parties shall not commit, authorize or permit any action which would cause the Parties and/or its representatives to be in violation of any applicable anti-bribery laws or regulations. Parties represent and warrant that Parties are in compliance, in all respects, with all applicable laws, in relation to the Project contemplated under this Agreement under applicable laws, extant policies and guidelines specified from any authorities, from time to time. A Party shall not in connection with the Project and this MoU, make any payment or be involved in transfers of value, directly or indirectly;
- (i). to the other Party, their employees, officers, managerial personnel or any person involved in the management and administration of each entity;
  - (ii). to any person(s) who are the subject of the initiatives/collaboration stated in this Agreement, including any beneficiary or their relatives, friends, people accompanying them, etc.;
  - (iii). to any government official or employee (including employees of a government corporation or public international organization) or to any political party or occupant / holder of public office, unless for the purpose of paying fees as mandated by law for obtaining Approvals; and
  - (iv). to any other person or entity if such payments or transfers would violate this Agreement and/or the applicable laws of India.
- (b) Relationship between the parties: The relationship between the Parties shall be on a 'principal-to-principal' basis. Nothing contained herein shall be deemed to create any relationship of agency, commercial representation, joint venture, partnership, principal and agent, master and servant or employer and employee between the



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Parties hereto or to provide either Party with the right, power or authority, whether expressed or implied to create any duty or obligation on behalf of the other Party. Either Party shall have no authority to bind the other Party in any respect whatsoever and shall not hold itself out as owned by or associated with the other Party.

- (c) Third Party Obligations - Neither Party shall make any commitments or disbursements or incur any obligations in the name of, on behalf of or for the other Party and/or the other Party's affiliates or group companies, without the prior written approval of such other Party.
- (d) Entirety - This MoU constitutes the entire understanding between the Parties regarding the subject matter of this MoU, and supersedes all prior or contemporaneous agreements, oral or written, made between the Parties relating to such subject matter Counterparts.
- (e) Repealing: Upon execution of this MoU, the MoU executed by and between ICICI Foundation and NSTI Mumbai, as well as ICICI Foundation and NSTI Hyderabad, shall be deemed to be repealed in their entirety. Any rights, duties, obligations, or liabilities arising from the aforementioned MoUs shall henceforth be governed exclusively by the provisions of this MoU.
- (f) This MoU may be executed in two (2) counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.



  
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