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Seller / First Party Detail

Name Directorate General of Training
H.No/Floor Na Sector/Ward Na LandMark Kaushal bhavan
City/Village Chanakyapuri District New delhi State Delhi
Phone 97*****54

**Buyer / Second Party Detail**

Name Yamato Logistics India private limited
H.No/Floor 1103 Sector/Ward 29 LandMark Signature tower
City/Village Gurugram District Gurugram State Haryana
Phone 97*****54

Purpose : Memorandum of Understanding

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>**Memorandum of Understanding****For****Undertaking Skill Development Activities Under Provision of
Flexi MoU Scheme****Between****Regional Directorate of Skill Development & Entrepreneurship
National Capital Region (RDSDE NCR)****Directorate General of Training (DGT)
Ministry of Skill Development & Entrepreneurship, Govt. of India
AND****Yamato Logistics India Private Limited
1103, Tower A, Signature Tower, Sector 29, Gurugram, Haryana 122001**

Memorandum of Understanding

For

**Undertaking Skill Development Activities Under Provision of
Flexi MoU Scheme**

Between

**Regional Directorate of Skill Development & Entrepreneurship
National Capital Region (RDSDE NCR)**

Directorate General of Training (DGT)

**Ministry of Skill Development & Entrepreneurship, Govt. of India
AND**

Yamato Logistics India Private Limited

1103, Tower A, Signature Tower, Sector 29, Gurugram, Haryana 122001

This Memorandum of Understanding ("MoU") is entered on the
..... 06/07/2024 at Gurugram (Haryana).

Between

**Regional Directorate of Skill Development & Entrepreneurship
National Capital Region (RDSDE NCR)**

**Directorate General of Training, Ministry of Skill Development & Entrepreneurship,
Government of India (hereinafter referred as DGT) having its office Kaushal Bhavan,
Chanakyapuri, New Motibagh, New Delhi - 110023.**

AND

**Yamato Logistics India Private Limited (hereinafter referred to as ITP "Industrial
Training Partner") having its registered office at 1103, Tower A, Signature Tower,
Sector 29, Gurugram, Haryana 122001.**

Whereas -

1. The parties hereto mutually agree to enter into a MoU for undertaking Skill Development Activities Under Provision of Flexi MoU Scheme of Ministry of Skill Development & Entrepreneurship (Scheme Guidelines are annexed as Schedule - I to this MoU)
2. The Directorate General of Training (DGT) under the aegis of Ministry of Skill Development & Entrepreneurship is apex organisation for development and coordination at National level programmes relating to long term Vocational Training and Employment Services including the Flexi MoU Scheme.
3. Ministry of Skill Development & Entrepreneurship (MSDE) introduced the concept of Flexi -MoU in the year 2014 and policy guidelines for the same were implemented vide letter dated 31 July 2014, which were later revised on 18th June 2024 vide letter reference no. MSDE (DGT)-19/12/2022-CD (E 55177)



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4.4 Flexible Memorandum of Understanding or Flexi-MoU Scheme is designed to cater the need of both industry as well as trainee, allowing industries to train candidates as per their skill set requirements and providing trainees with an industry environment aligned with market demand and latest technology to undergo training. The scheme gives the industry the flexibility to create tailored skilling programmes with customized courses, having content and curriculum that is market relevant and meets the industry requirements.

5. **Yamato Logistics India Private Limited**, a leading company working with automotive, logistics & warehouse company and hence has approached DGT for signing Memorandum of Understanding under the Flexi-MoU and conduct skill development activities as an Industry Training Provider (ITP). This MoU shall help cater to development of skilled resources for automotive, logistics & warehouse company.

6. DGT is pro - active in transforming country's youth into industry ready workforce. In its quest to be an enabler of market relevant skilling activities and sustainable / inclusive Skill Development, DGT intends to sign this MoU with ITP "Industrial Training Partner" i.e. **Yamato Logistics India Private Limited**.

7. **Yamato Logistics India Private Limited**, a leading logistics & warehouse Company in India and is registered Under Companies Act 2013 and incorporated on **29th March 2008**. It has its corporate office at 1103, Tower A, Signature Tower, Sector 29, Gurugram, Haryana 122001. It works with automotive, logistics & warehouse companies.

I. Objective:

DGT and Yamato have mutually agreed to enter into a Memorandum of Understanding with following objectives:

- A. Provide an opportunity to the youth to acquire skills related to automobile and manufacturing industry through 'Learn and Earn' approach consisting of a mix of theoretical and On-the-job Training (OJT) components and hence improve their employment potential.
- B. To contribute in the overall growth of Automobile and Manufacturing industry by creating a pool of skilled manpower

II. Role of DGT:

- a) Create awareness about Flexi-MoU among all the stakeholders within the skill ecosystem, and regularly publish list/details of new MOU's signed with Industrial Training Partners on scheme portal.
- b) Review and approve curriculum and content developed by ITP i.e. Yamato for courses/training to be conducted under this MoU.
- c) Create provision on DGT/scheme portal for registration of ITP, uploading trainee details, registration for online/computer-based exams, issue of admit



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card, uploading of formative assessment marks, marksheet generation and issue of e- Certificate

- d) Provide credentials and access to the portal for ITP's trainees and other stakeholders.
- e) Issue Admit Cards and conduct theoretical exams for enrolled candidates.
- f) Issue e-NTC (National Trade Certificate) to successful candidates.

III. Role of Industrial Training Partner (ITP), Yamato Logistics India Private Limited

- a. Identify the Industry needs, ensuring that the course curriculum has high employment potential.
- b. Develop tailored courses and curriculum as per industry requirements and get the same approved by DGT (Proposed tentative course is attached herewith as Annexure I).
- c. Fulfil infrastructure requirements of the course i.e. space norms such as class-room, workshop, training centre and basic amenities in training wing, access to IT lab along with faculty
- d. Provide access to machinery, equipment and technology required for training
- e. Provide qualified Trainers, Supervisors and Support staff for classroom training, and industry training.
- f. Conduct the mobilization and trainee selection process as per selection criteria laid down by Industrial training Partner itself. Upload details of trainees selected on scheme portal.
- g. Conduct in-house assessment and award marks for practical and formative assessment
- h. Upload formative and practical examination marks of candidates on scheme portal
- i. Facilitate for theory exam to be conducted DGT. Including examination fee payment as actual or as decided by DGT for the same.
- j. Orient the trainee at the time of admission regarding discipline, attendance, leave and other rules and regulations as applicable to industry. It is advisable that candidates are informed in writing about the terms and conditions of the industry where they are to undergo training to avoid any sort of complications later.
- k. Provide placements to at least 50% of successful trained candidates under the MoU, within the company's network or with third parties, permanent or temporary, as per scheme guidelines.
- l. Adhere to health and occupational safety norms for the course and industrial segment. In case of hazardous industries, before signing the MoU, enterprise shall disclose the conditions (in consultation with DGT & State Directorate) like minimum age and level of medical fitness (e.g., colour blindness), etc. as per the industrial safety norms applicable in the industry. ITP should ensure that the trainees are provided all necessary safety equipment and instructions before commencement of the training.



- m. ITP shall create an internal committee for managing trainee grievance similar to the provisions made for regular employees of ITP
- n. The ITP must train a minimum of 100 trainees per annum.
- o. The ITP shall follow Flexi-MOU guidelines issued by DGT and/or any modifications /notifications to same issued from time to time by DGT.

IV. Validity

The MoU is valid for ten years from the date of signing. It can be extended in slots of five years if expected outcome in terms of enrolments, learning outcome and placements are agreed by both parties in writing.

V. Confidentiality

Each Party hereby agrees that it shall use the confidential Information and all other data solely for the purposes of this Agreement and that it shall not disclose the same to any third party, without the other Party's prior written consent.

VI. Arbitration

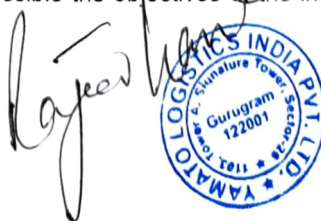
In the event of breach of this Agreement/MOU the DGT and ITP "Industrial Training Partner" shall make reasonable efforts to reach an amicable settlement thereof. If they cannot reach an amicable settlement all disputes arising in connection with this agreement thereof the same shall be referred to Arbitration to the secretary, Ministry of skill Development & Entrepreneurship. The decision of secretary, Ministry of Skill Development & Entrepreneurship as per the provision of Arbitration and Conciliation Act, 1996. The decision of so appointed Arbitrator shall be final and binding on both. The city of arbitration shall be New Delhi, India

VII. Termination Of MOU

DGT and ITP are free to terminate the MOU at 3 Months' notice outlined in the Flexi-MOU Guidelines. However, this shall not affect the candidates already enrolled.

VIII. Other Conditions

1. Both the parties agree that others logo shall be used in all promotion documents, concerned by other party and related to training only, but not for any commercial purposes.
2. Any amendment or change in the scope of work or terms of engagement under the MOU could be affected from time to time with mutual consent and in writing.
3. It is clarified that parties will mutually discuss and consult each other for any provision arising out of this agreement in order to identify and decide upon the manner in which the activities are to be done. Parties will agree upon their role and related activities from time to time by way of exchanging letters or E-mails.
4. **Severability:** If any provision of this MoU is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this MoU, and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereto agree to use their reasonable efforts to negotiate a valid or enforceable provision which achieves to the greatest extent possible the objectives of the invalid or



unenforceable provision as a substitute for any such invalid or unenforceable provision.

5. Force Majeure: No Party hereto shall be liable for any delay or failure to comply with its obligations under this MoU that is caused by circumstances beyond its reasonable control. Non- exhaustive illustrations of such circumstances are war, riots, explosions, abnormal weather conditions, fire, flood, earthquakes or similar natural calamity, nation-wide or regional strikes and lockouts, pandemic, lockdowns, Government action or regulation and nation-wide or regional power failures.

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

For and on behalf of Yamato Logistics India Private Limited  	For and on behalf of RDSDE NCR, DGT (MSDE)  अजय सोमन भगत / Ajay S. Bhagat क्षेत्रीय निदेशक/Regional Director कौशल विकास एवं उद्यमशीलता मंत्रालय Ministry of Skill Development and Entrepreneurship आरडीएसडी एनसीआर, दिल्ली/RDSDE NCR, Delhi
Witness I:  Name: Location	Witness II:  Name: Location राजेश / RAJESH सहायक निदेशक-कार्यालय/ Assistant Director-HOO कौशल विकास एवं उद्यमशीलता मंत्रालय Ministry of Skill Development and Entrepreneurship आरडीएसडी एनसीआर, दिल्ली / RDSDE NCR, Delhi भारत सरकार, नई दिल्ली / Govt. of India