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Memorandum of Understanding  
for  
Undertaking Skill Development Activities under provisions of Flexi MoU Scheme  
between  
Directorate General of Training (DGT)  
Ministry of Skill Development & Entrepreneurship, Govt. of India  
and  
Ordnance Factory Board, Kolkata  
Ministry Of Defence, Govt. of India

This Memorandum of Undertaking ("MoU") is entered into on 11<sup>th</sup> February, 2020 at New Delhi

between

Directorate General of Training, Ministry of Skill Development and Entrepreneurship, Government of India (hereinafter referred to as DGT), having its office at Kaushal Bhawan, B-2 Road, Karol Bagh, New Delhi – 110005

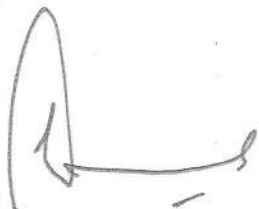
and

Ordnance Factory Board, Kolkata, Ministry of Defence, Govt. of India (hereinafter referred to as OFB), having its office at Ayudh Bhawan, 10-A, S. K. Bose Road, Kolkata - 700001, India

Whereas-

1. The parties hereto mutually agree to enter into a MoU for undertaking Skill Development activities under the Flexi-MoU scheme of Ministry of Skill Development and 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 and Entrepreneurship is apex organization for development and coordination at National level for the programmes relating to long term Vocational Training and Employment services including the Flexi-MoU scheme.
3. Ministry of Skill Development and Entrepreneurship (MSDE) introduced the concept of Flexi-MoU in the year 2014 and policy guidelines for the same were implemented vide letter dated 31<sup>st</sup> July, 2014, which was later revised on 28<sup>th</sup> February, 2019 vide letter ref no. MSDE (DGT)-19/11/2016-CD.
4. Flexible Memorandum of Understanding or Flexi-MoU scheme is designed to cater to the needs 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 the market demand and latest technology to undergo training. The scheme gives the industry the flexibility to create tailored skilling programs with customized courses, having content and curriculum that is market relevant and meets the industry requirements.
5. OFB is a giant industrial setup which functions under the Department of Defence Production of the Ministry of Defence. Mission of OFB is Production of State of the Art Battle Field Equipment. It needs large number of skilled resources in various fields. With the changing need of the armed forces there is shift in production requirements because of which there is a pressing need for re-skilling of employees working in the tailoring and other trades. Hence OFB has approached DGT for signing of Flexi-Memorandum of Understanding (MoU) for conducting re-skilling of OFB employees, for the purpose of redeploying them in the areas where work requirement is there, as an Industry Training Provider (ITP). This MoU shall help cater to development of skilled resources for under-mentioned trade:
  - a. Fitter OF
  - b. Machinist OF
  - c. Turner OF
  - d. Grinder OF
  - e. Welder OF
  - f. Any other trade as per the requirement arising in future.



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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 OFB.
7. OFB is a giant industrial setup which functions under the Department of Defence Production of the Ministry of Defence. Mission of OFB is Production of State of the Art Battle Field Equipment. OFB manufactures and supply Arms, Ammunitions, Tanks, Guns, Vehicle, Various types of Parachutes and Clothing items to Services, MHA units and other vendors.

#### I. Objective

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

- A. Provide an opportunity to the industrial employees of Ordnance Factories to acquire skills related to Fitter, Machinist, Turner, Grinder, and Welder and any other trade as per the requirement arising in future through multi-skilling approach consisting of a mix of theoretical and On-the-job Training (OJT) components and hence improve their utilization in various Ordnance Factories catering to the work requirements.
- B. To contribute in the overall growth of OFB by re-skilling of skilled manpower.

#### II. Role of DGT

- Create awareness about Flexi-MoU among all the stakeholders within the skill ecosystem, and regularly publish list/details of new MoU signed with Industrial Training Partners on scheme portal.
- Review and approve curriculum and content developed by ITP i.e. OFB for courses/training to be conducted under this MoU.
- Create provision on DGT/scheme portal for registration of ITP, uploading trainee details, registration for exams, issue of admit card, uploading of formative assessment marks, mark sheet generation and issue of e-Certificate.
- Provide credential and access to portal for ITP's trainees and other stake holders.
- Issue Admit Cards and conduct exams for enrolled candidates.
- Issue e-NTC to successful candidates.
- The duration of Training will be minimum six months.



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- To provide equivalent status to the NSQF level 5 for the trades of Fitter OF, Machinist OF, Turner OF, Grinder OF and NSQF level 4 for the trade of Welder OF passed candidates to that of NCTVT.

### III. Role of Industry Training Partner (ITP), OFB

- Identify the training needs, ensuring that the course has high re-skilling potential.
- Develop tailored courses and curriculum as per OFB requirements and get the same approved by DGT.
- Fulfill infrastructure requirements of the course, i.e. space norms such as class room, workshop, training centre and other basic amenities in training wing, access to IT lab along with faculty.
- Provide access to machinery, equipment and technology required for training.
- Provide qualified Trainers, Supervisors, and Support Staff for classroom training, and industry training. (Maximum 30% of the total course duration/hours).
- Conduct the mobilization and trainee selection process as per selection criteria laid down by Industrial Training Partner itself. Upload details of trainees selected on the scheme portal.
- Conduct in-house assessment and award marks for practical and formative assessment.
- Upload formative and practical examination marks of candidates on scheme portal.
- Facilitate for theory exam to be conducted by DGT. Including examination fee payment as actual or as decided by DGT for the same.
- 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/factory where they are to undergo training to avoid any sort of complication later.
- Re-deploy the trained candidates as per requirement and as per scheme guidelines.
- The ITP shall follow Flexi-MoU guidelines issued by DGT (refer Annexure I) and/or any modifications/notifications to same issued from time to time by DGT.



#### IV. Validity

This MoU is valid for three years from the date of signing. It can be extended on similar or such other terms as may be agreed between parties by mutual consent.

#### V. Arbitration



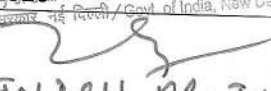
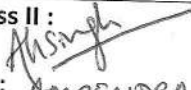
In the event of breach of this Agreement/MoU the DGT and OFB shall make reasonable efforts to reach amicable settlement thereof. If they cannot reach an amicable settlement, all disputes arising in connection with this Agreement thereof, the same shall be referred to Secretary, Ministry of Skill Development & Entrepreneurship. The decision of Secretary, Ministry of Skill Development & Entrepreneurship shall be final and binding on both. The city of the arbitration shall be New Delhi, India.

#### VI. Termination of MoU

DGT and ITP are free to terminate the MoU after giving three months' notice as outlined in the Flexi-MoU Guidelines. However, this shall not affect the candidate(s) already enrolled.

#### VII. Other conditions

- Both the parties agree that each other's logo shall be used in all promotion documents, by other party related to training only, but not for any commercial purposes.
- Any amendment or change in the scope of work or terms of engagement under the MoU could be effected from time to time with mutual consent and in writing.
- 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 their related activities from time to time by way of exchanging letter(s) or email(s) or any other mode of communications.

<p>For and on behalf of DGT,</p>  <p>( DEEPANKAR MALICK ) Designation : Dy. Director General Directorate General of Training On 11<sup>th</sup> Feb 2020</p>	<p>For and on behalf of OFB,</p>  <p>( NIRAJ KELA ) Designation : Dy. Director General Ordnance Factory Board On 11<sup>th</sup> Feb 2020</p>
<p>Witness I :</p>  <p>Name : RAJNISH KR. JHA At DGT, New Delhi</p>	<p>Witness II :</p>  <p>Name : AMRENDRA KISHORE SINGH At DGT, New Delhi</p>