

Expression of Interest – Industry Partner for Primary Skill Development Programme

FDDI will provide the following reimbursement to the industry based on the number of trainees successfully completing the training from the given IAC:-

| S.No. | Heads | Amount per trainee (in Rs.) |
|-------|------------------------------------|-----------------------------|
| 1 | Space Rent (min. 1200 sqft) * | 350 |
| 2 | Electricity charges ** | 150 |
| 3 | Generator and fuel expenses*** | 150 |
| 4 | Maintenance expenses | 100 |
| 5 | Water expenses | 50 |
| 6 | On the job (OJT) training expenses | 1000 |
| Total | | 1800 |

If the industrial unit is unable to provide any of the above mentioned components, FDDI will arrange that on its own and payout shall be adjusted accordingly. The industrial unit need to submit their company profile along with Annexure A. A Memorandum of Understanding will be signed with the units at the time of execution of training. Draft copy of the Memorandum of Undertaking is enclosed as Annexure B.

* Per trainee space required is 10 sq. ft. for classroom and lab each. Maximum number of students in one batch is 30. Therefore one batch requires 300 sq. ft. of classroom and 300 sq. ft. of lab. It is being assumed that minimum two batches would be running simultaneously.

**Minimum of Ten KVA capacity connection is required. IAC shall provide sufficient working electrical points per classroom for the smooth functioning of machines, lights etc.

***Generator backup should cater to the entire electrical load of the training centre.

Industry should provide the space and electrical facilities in ready to use condition. Any requirement of repairs/ portioning etc. should be completed by the industry at their own cost before commencement of training.

Common facilities like drinking water, toilet (separate for ladies and gents), fans, lights, electrical wiring, fire safety arrangements etc. should be in place before commencement of training.

Annexure A - Proforma for Industry Associate Center
(To be submitted on Company Letterhead)

1. Location of Center:
2. Address:
3. Premise inside the factory (Yes/ No):
4. Is it independent building or within the shop floor?
5. Total Covered Training Area (In Sq. Ft.):
6. Details of Classrooms (In Sq. Ft.)
 - a. Classroom 1:
 - b. Classroom 2: (if any)
 - c. Classroom 3: (if any)
 - d. Classroom 4: (if any)
7. Details of Lab/ Workshop (In Sq. Ft.)
 - a. Workshop 1:
 - b. Workshop 2: (if any)
 - c. Workshop 3: (if any)
 - d. Workshop 4: (if any)
8. Electrical Connection Availability (Yes/No):
9. Is the connection at the center sufficient for load of center (Yes/No):
10. Power back up availability (Yes/No):
11. Details of course(s) to be undertaken at the IAC (may be suggested based on the need of the cluster):

| S. No. | Name of the Course | Please tick (✓) against the course to be carried out at the premises | Requirement of Manpower |
|--|---|--|-------------------------|
| 1 | Basic Closing Operator - Footwear | | |
| 2 | Basic Cutting Operator – Footwear | | |
| 3 | Basic Closing Operator – Goods & Garments | | |
| 4 | Basic Cutting Operator – Goods & Garments | | |
| <i>Please mention below any other course/ trade in which the company has manpower requirement. This data may be used in developing training curriculum of these course/ trade</i> | | | |
| 5 | | | |
| 6 | | | |

12. Name, Designation, Mobile No and Email Id of the contact person:

Name & Signature of Authorized Signatory

Annexure B - Memorandum of Understanding (IAC)

This MOU is executed by Footwear Design & Development Institute, having its registered office at A 10/A Sector 24 Noida 201301 (UP) through its zonal office situated at _____ through its authorized representative _____, hereinafter referred to as the “FDDI” (Which expression shall unless repugnant to the context or meaning thereof shall deem to mean and include its liquidators, heirs, representative, administrators, executors, successors and assigns)

AND

_____ a company/ firm/ Partnership/ proprietorship/ others incorporated under _____ Act, having its registered office at _____, through its authorized representative _____, S/o _____, designation _____, hereinafter referred to as the “Industry Partner” (Which expression shall unless repugnant to the context or meaning thereof shall deem to mean and include its liquidators, heirs, representative, administrators, executors, successors and assigns).

Whereas FDDI is engaged in implementing the skill development program under Ministry of Commerce & Other ministries/ department.

&

M/s _____ is engaged in the production activities of footwear, leather goods, Leather garments and allied products in the state of _____; and has approached FDDI for setting up of a skill development centre for training the unemployed youths in reply to the **EoI published by FDDI** on Website, who can subsequently be given employment in their production unit or in their associate units in or any other unit after successful completion of the training program.

It has been decided between the parties to this agreement that the FDDI shall provide vocational/skill training and **Industry Partner shall provide necessary infrastructure facilities, on job training and placement assistance to the successful trainees.**

Now this agreement is made this ----- day of ----- 2018 at ----- witnesses as under.

SCOPE

The FDDI and the Industry Partner hereby agree to associate themselves towards delivering services as per the scope defined below:

1. That FDDI will provide vocational/skill training in the courses namely (name of the course) to the trainees’ after registering them with the assistance of the Industry Partner.

2. It is further agreed that this agreement is being signed by the parties without any pressure, coercion, influence, or any type of compulsion.
3. It is hereby clarified between the parties to this agreement that FDDI is not outsourcing, giving any license or sub-franchise to the Industry Partner and any such interpretation by the Industry Partner shall not be valid and the Industry Partner will not represent itself/himself to be a licensor or sub-franchise of FDDI anywhere in respect of any support being provided by them under this agreement.
4. The FDDI and Industry Partner are entering into this memorandum of understanding for the purpose of vocational/skill training under the Primary Skill Development Programme of Ministry of Commerce & Industry, Govt. of India. However, the scope may be widened to accommodate implementation of other training programmes of various Central/ State ministries or departments.

TERMS OF PAYMENT

1. FDDI shall reimburse Rs. 1,800 /- (exclusive of any taxes, if applicable) post successful completion of the training of the trainees, assessment and placement of minimum 75% of the total batch. The reimbursement will done under the following heads of expenditure :

| S.No | Heads | Amount per trainee (in Rs.) |
|-------|------------------------------------|-----------------------------|
| 1 | Space Rent (min. 1200 sqft) | 350 |
| 2 | Electricity charges | 150 |
| 3 | Generator and fuel expenses | 150 |
| 4 | Maintenance expenses | 100 |
| 5 | Water expenses | 50 |
| 6 | On the job (OJT) training expenses | 1000 |
| Total | | 1800 |

If the industrial unit is unable to provide any of the above mentioned components, FDDI will arrange that on its own and payout shall be adjusted accordingly The above reimbursement will be in a phase wise manner.

2. a) 90% of the total reimbursement within a period of 45 days after the completion of the training of the batch, assessment, OJT, placement of the trainees, submission of the placement letters to FDDI & NMU. The payments would be transferred to the Industry Partner's designated bank account on or within a period of 20 days on submission of supporting documents along with bill for all the students who have been assessed, certified as successful, and placed in employment by the Industry Partner & certified by NMU.
b) 10% on submission of tracking report for 06 months.
3. TDS, if applicable, would be deductible at source on all payments.
4. Industry Partner will be liable for payment of all statutory liabilities (present/future) arising out of this contract.
5. All payments would be made through Bank transfer only.

1. RESPONSIBILITIES OF FDDI

- a. FDDI will ensure that courseware, assessment benchmarks and policies are aligned to norms.
- b. Branding and promotion will be done by FDDI as per norms.
- c. FDDI will provide Trainer Manuals, presentation material, training materials, student work books and assessment sheets and other program collateral as required to trainees during the course of training.
- d. Training to trainees at the premises of Industry Partner will be done by FDDI.
- e. FDDI will provide refreshment and training materials to trainees.
- f. Mobilization of trainees, submission of forms by trainees, verification of documents would be responsibility of FDDI.
- g. FDDI will be responsible for selection, recruitment and the training of the staff and the trainers as per the qualification matrix.
- h. FDDI to provide salary to trainers and allied staff.
- i. Broadband and CCTV would be installed by FDDI in the training centres for which Industry Partner shall have no objection and would provide support in installation of same.
- j. FDDI will bear office expenses and internet expenses used for training purpose.
- f. FDDI will follow-up with Assessment Agency that Assessment results are published/ uploaded on time.
- g. FDDI will be responsible to printout certificates and distribute to trainees who have successfully completed the training.
- h. FDDI will be responsible for transfer of stipend to successfully certified trainees.
- i. FDDI will ensure timely reimbursement of the expenses to the Industry Partner as per the terms listed in this AGREEMENT.

2. RESPONSIBILITIES OF INDUSTRY PARTNER

- a. Industry Partner will provide covered space of min. 1200 sq. ft to FDDI for training purpose.
- b. Industry Partner will provide basic facilities in the above mentioned covered area such as electricity as per machineries installed, lights, power back up such as generator and fuel, water utilities etc. to staff and trainees.
- c. Industry Partner will be responsible of maintenance of training area.
- d. Industry Partner will be responsible for facilitating work area for 100 hours of On Job Training (OJT) of trainees enrolled for training.
- e. OJT will be given to trainees at their own unit or other associated units. Training per day (No. of hours) to trainees will be given as per labour laws or any other law/ act.
- f. Industry Partner will certify that trainees have successfully done OJT alongwith attendance sheet having no. of hours of training done.

3. **NON DISCLOSURE:** During the term of this MOU, FDDI and the Industry Partner will be bound by Confidentiality and Non - Disclosure and neither will reveal confidential information received as part of the collaboration hereunder to a third party. Non-disclosure only applies to information that is not already readily available in the public domain, or which a party rightfully has obtained elsewhere, or which a party has been ordered by a relevant court or authority to reveal.

4. **LIABILITY:** To the extent not otherwise stated in applicable terms and conditions, none of the parties should be liable for consequential damages such as lost profit.
5. **TERMINATION & EXTENSION:** It is hereby agreed between the parties to this agreement that this agreement shall be valid up to 31st May 2019. This MOU may be terminated by either party at any time by serving a notice of one calendar month. However, any obligations from either side accrued during the term shall be fulfilled. Also, the agreement may be further extended for one year as per mutual agreement between both the parties on same terms and conditions. The maximum duration will be for a period of 3 years from the date of starting of training program. The annexures attached with this agreement is to be considered as an apart of the MoU. Any deviation from the same will lead to the cancellation of the MoU.
6. **ARBRITATION:** Any controversy or claim arising out of or relating to this MOU, or the breach thereof, will be settled through arbitration as per the provisions of Indian Arbitration Act. The decision of the Managing Director, FDDI will be final in this respect.
7. **AMENDMENT:** This AGREEMENT may be amended only by a written instrument signed by the duly authorized representatives of both Parties.
8. **PARTIAL INVALIDITY:** If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in force without being impaired or invalidated in any way.
9. **GOVERNING LAW:** This MOU will in all respects be governed by and construed in accordance with the laws of India. Notwithstanding anything contained in this agreement, the terms and conditions as agreed will not have an overriding effect over and above guidelines of DIPP under, Govt. of India.
10. **Subject to jurisdiction of Delhi Court**

IN WITNESS WHERE OF the parties hereto have executed these presents the day and year herein above written.

WITNESSES:-

01. _____

FOR Footwear Design & Development Institute

Signature :

Name :

Designation : _____

02. _____

FOR M/s.

Signature :

Name :

Designation :
