

**Expression of Interest – Industry Partner for Secondary (Skill Up-gradation) Programme**

FDDI will provide Rs. 750/- (Rupees Seven Hundred Fifty Only) per trainee as reimbursement to the industry based on the number of trainees successfully completing the training from the given Skill Development Center.

The industrial unit need to submit their company profile along with Annexure 1. A Memorandum of Understanding will be signed with the industry partner at the time of execution of training. Draft copy of the Memorandum of Understanding (MoU) is enclosed as Annexure 2.

Maximum number of students in one batch is 30.

Industry should provide the space and other facilities in ready to use condition. Any requirement of repairs/ partitioning etc. should be completed by the industry at their own cost before commencement of training. Power backup should cater to the entire electrical load of the training centre.

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.

Before commencement of training, Industry partner will provide list of trainees after pre-screening of candidates as per their educational qualification, industry experience and domain in which secondary skill training is required. Pre-screening of candidates will be done by industry partner along with FDDI. Format of letter is enclosed as Annexure 3.

After completion of training and assessment, Industry partner will provide a letter to FDDI having list of trainees who have successfully completed their secondary (skill up-gradation) training. Format of letter is enclosed as Annexure 4.

**Annexure - 1**

**Requirement for Secondary (Skill Up-gradation) Training**  
**(To be submitted on Company Letterhead)**

1. Name of Company: \_\_\_\_\_
2. Full Address where training will be conducted: \_\_\_\_\_
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. Power back-up facility availability (Yes/ No): \_\_\_\_\_
7. No. of existing manpower: *Skilled* \_\_\_\_\_ *Semi - Skilled* \_\_\_\_\_ *Unskilled* \_\_\_\_\_
8. Total no. of manpower: \_\_\_\_\_
9. Details of course(s) to be undertaken at the company for existing staff (may be suggested based on the need of skill upgradation):

S. No.	Name of the Course	Please tick (√) against the course to be carried out at the premises	Available candidates for Skill Upgradation
1	Toe Lasting Operator - Footwear		
2	Cut Component Passer - Footwear		
3	Shoe Upper Passer - Footwear		
4	Assistant Supervisor Cutting - Footwear		
5	Assistant Supervisor Closing - Footwear		

10. Name, Designation of the contact person: \_\_\_\_\_
11. Mobile No. and E-mail Id of contact person: \_\_\_\_\_
12. Company profile enclosed (Yes/ No): \_\_\_\_\_

13. Annual Turnover (in Rs.): \_\_\_\_\_ (supporting documents/ CA certificate to be enclosed).

**Name, Signature & Stamp of Authorized Signatory**

**Annexure 2**

**Memorandum of Understanding**

**Secondary (Skill Up-gradation) Training**

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/ allied products in the state of \_\_\_\_\_; and has approached FDDI for conducting secondary skill training at their production unit or in their associate units in or any other unit.

It has been decided between the parties to this agreement that the FDDI shall provide support to overall management of secondary skill training and Industry Partner shall provide necessary infrastructure facilities for secondary (skill up-gradation) training to trainees.

Now this agreement is made this ----- day of ----- 2020 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 \_\_\_\_\_ to the trainees’.
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 Secondary 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. 750 /- per trainee (exclusive of any taxes, if applicable) post successful completion of the secondary (skill up-gradation) training.
2. The above reimbursement will be in a phase wise manner :
  - a) 90% of the total reimbursement within a period of 90 days after the completion of the secondary (skill up-gradation) training, submission of the training completion letter and invoice to FDDI. The payments would be transferred to the Industry Partner’s designated bank account.
  - b) 10% on submission of NMU report.
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. Work closely with Industry Partner to ensure successful completion of secondary skill training.
- b. FDDI will monitor the training deliverables.
- c. 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 facilities and infrastructure in the covered area such as machine, electricity, power back up, generator and fuel, water utilities etc. to staff and trainees for two weeks (80 hours) of secondary (skill up-gradation) training.
- b. Industry Partner will be responsible of maintenance of area where secondary (skill up-gradation) training is conducted.
- c. Secondary (skill up-gradation) training will be given at their own unit or other associated units. Training per day (No. of hours) to trainees will be given as per labour laws.

- d. Industry Partner will certify to FDDI that trainees have successfully completed the secondary (skill up-gradation) training with 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 31<sup>st</sup> March 2021. This MOU may be terminated by either party at any time by serving a notice of 1 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 a part 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 DPIIT 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 :

\_\_\_\_\_

### Annexure 3

#### List of eligible trainees after Pre-Screening (To be submitted on company letter head)

This is to certify that a pre-screening has been conducted by M/s. (Company Name) for shortlisting of candidates for secondary (skill up-gradation) training. It is also certified that the following candidates are working with us and require skill up gradation. The list of shortlisted candidates for various job roles is as under:

<b>Job Role</b>	<b>Educational Qualification Required</b>	<b>Industry Experience Required</b>
<b>Toe Lasting Operator - Footwear</b>	Able to read and write	1 year experience in relevant field

- 1.
- 2.
- 3.

<b>Job Role</b>	<b>Educational Qualification Required</b>	<b>Industry Experience Required</b>
<b>Cut Component Passer - Footwear</b>	Min. Class VIII pass	3 years experience in relevant field

- 1.
- 2.
- 3.

<b>Job Role</b>	<b>Educational Qualification Required</b>	<b>Industry Experience Required</b>
<b>Shoe Upper Passer - Footwear</b>	Min. Class VIII pass	3 years experience in relevant field

- 1.
- 2.
- 3.

<b>Job Role</b>	<b>Educational Qualification Required</b>	<b>Industry Experience Required</b>
<b>Assistant Supervisor Cutting - Footwear</b>	Min. Class X pass	4 years experience in relevant field

- 1.
- 2.
- 3.

<b>Job Role</b>	<b>Educational Qualification Required</b>	<b>Industry Experience Required</b>
<b>Assistant Supervisor Closing - Footwear</b>	Min. Class X pass	4 years experience in relevant field

- 1.
- 2.
- 3.

M/s. (Company Name) certifies that above mentioned trainees have requisite educational qualification and industry experience in relevant field and are ready to undertake secondary (skill up-gradation) training.

**Name & Signature of Authorised Representative of the Industry**

**Name & Signature of Center Coordinator**

**Name & Signature of Center In-charge**



**Annexure 4**

**List of trainees who have successfully completed Secondary (Skill Up-gradation) Training**  
**(To be submitted on company letter head)**

This is to certify that below mentioned trainees have successfully completed secondary (skill up-gradation) training given by FDDI of two weeks (80 hours) in respective job roles. M/s. (Company Name) is satisfied by the training/ skill upgradation provided by FDDI to its workers.

<b>S.No.</b>	<b>Trainee ID</b>	<b>Trainee Name</b>	<b>Job Role</b>

**Name & Signature of Authorised Representative of the industry**

**Name & Signature of Center Coordinator**

**Name & Signature of Center In-charge**