

## Memorandum of Understanding (MoU)

This Memorandum of Understanding (hereinafter) referred to as "MoU" is entered into at Shimla, HP on 9 day of May 2023.

### BETWEEN

**Himachal Pradesh Kaushal Vikas Nigam**, registered as a Company limited by Shares under Section 7(2) of the Companies Act 2013 and rule 8 of the Companies (Incorporation) Rules, 2014 vide Registration No. U74999HP2015NPL001036 on 14th September 2015 with its Registered Office at 2nd Floor, STPI Building, Block No.24, SDA Complex, KASUMPTI, SHIMLA, HP-171009 represented through **Sh. Jatin Lal, IAS** its **Managing Director** and authorized signatory hereinafter referred to as "**First Party**" which expression shall unless excluded by or repugnant to the meaning or context thereof be deemed to include its successors and permitted assigns of the first part.

### AND

**Indian Institute of Technology, Mandi** is an autonomous public technical and research located in Mandi District of Himachal Pradesh at Kamand Campus, VPO Kamand, and Distt. Mandi – 175075, India represented through Prof. Laxmidhar Behra its Director and authorized signatory hereinafter referred to as "**THE SECOND PARTY**" which expression shall unless excluded by or repugnant to the meaning of context thereof be deemed to include its successors and permitted assigns, of the Second part.

**THE FIRST PARTY & THE SECOND PARTY** are hereinafter individually referred to as the party and collectively referred as the Parties.

**WHEREAS** the "**FIRST PARTY**" is spearheading skilling initiatives of the State of HP. Currently, "**THE FIRST PARTY**" is the implementing agency for Asian Development Bank (ADB) funded Himachal Pradesh Skill Development Project (HPSDP) and Pradhan Mantri Kaushal Vikas Yojana funded by Central Government.

### AND

**WHEREAS** "**THE SECOND PARTY**" being an autonomous public technical and research institutes located across India. It is under the jurisdiction of Ministry of Education, Govt of India mandated to impart training in the technical areas in the field of IT technology and research. "**THE SECOND PARTY**" has expressed its interest to "**THE FIRST PARTY**" to impart Training and skills for the Himachali Youth along with mobilization and creating awareness about this project.

#### **Objective:**

This subject agreement may be considered as Memorandum of Understanding to pool the respective strengths, resources, expertise and goodwill of both the respective parties to the MoU. The primary objective of this proposal is to enable and enhance the job prospects of Himachali candidates which include candidates with some IT education background or some working experience in the IT-related field. These candidates will go through extensive advance level Industry-relevant courses in the field of **Artificial Intelligence (AI), Machine Learning (ML), Internet of Things (IoT), Industrial Automation, Drone technology, etc** depending on their specialization and area of Interest along with modules related to improving coaching and training skills.



**1. Role of THE First Party:**

- a) It will monitor the mobilization, freezing of batch, Course Design and Quality of training & Placements being followed by "THE SECOND PARTY".
- b) It shall review every phase of implementation of the MoU on continuous basis along with project progress report which should include data of number of candidates trained, passed, drop outs, placements and Industry feedback.
- c) It shall review and address Grievances raised by the candidates as per Grievances Redressals Policy
- d) It shall provide the funds to the Second Party as per the costing sheet agreed by IIT Mandi at point no 9- Financial Outflow (Budget).

**2. Role of THE SECOND PARTY:**

- a) It shall mobilize Himachali candidates from across himachal:
- b) It shall appoint a Nodal Officer (Single point of Contact for Communication and responsible for Submission of reports and Bills within time period) for this project as point of contact for "THE FIRST PARTY":
- c) It shall provide courseware, Training facilities and Training as per agreed courses.
- d) It shall ensure proper attendance of all the Trainee candidates.
- e) The second party shall submit performance report of each batch for review of "THE FIRST PARTY".
- f) It shall ensure safety of all the trainees and provide safety equipment's during the training period.
- g) It shall ensure compliance to all the Guidelines instruction issued by "THE FIRST PARTY".
- h) It shall provide placement assistance of the successfully certified candidates.
- i) It must fulfill the required Affiliation & certification with requisite regulatory bodies.

**3. Eligibility of the candidates to be selected for training:**

The state has very good coverage of Engineering colleges, Universities and many private computer Institutes across all the districts of Himachal. The target audience for this training program will have some IT education background or some working experience in the field of IT from across Himachal Pradesh.

**4. Batch Approval, Validation, MIS & Attendance:**

Batch of selected candidates shall also be uploaded on Internal HPKVN MIS after it has been approved /validated by HPKVN with minimum 70 % Attendance.

**5. Placements:**

THE SECOND party will enable & support them through their empaneled companies & partners in providing placement support post-successful completion of this program. Through this training program, we aim to equip these Himachali candidates with the necessary knowledge and skills that meet the latest industry standards and will make them Job ready.

**6. Training Content:**

The training content will cover various topics related to IT skills, including the latest software applications, programming languages, Hardware & Networking etc. The training program will also focus on teaching trainers how to develop course content, manage classes, and assess student performance, Project Management, Interview skills, presentation skills etc. The training will be a mix of theory and practical sessions, enabling Himachali youth to gain hands-on experience in the relevant training modules.

**Some of the areas/ domains which will be covered are as follows:**

- Latest technology: The latest technology trends like Artificial Intelligence (AI), Machine Learning (ML), Internet of Things (IoT), Industrial Automation etc.
- Software: Latest software and tools like python, MATLAB, ROS, Microsoft Office Suite, etc.
- Entrepreneurship, Start up enabling and Interpersonal skills ( Common across courses)

**7. Training Methodology:**

The training program will be conducted in a phased manner, with each phase covering a specific domain or technology. The program will be conducted through a combination of online and offline modes, including virtual classrooms, webinars, project work and in-person workshops. The opportunity of completely residential programs, i.e. in-person, shall also be provided to the trainees based on his/her need and availability.

The program will be designed and delivered by IIT Mandi whose faculty members have extensive experience in the latest technologies and domains.

The training program will also include periodic assessments and evaluations to gauge the progress of the trainees and identify areas where additional support and guidance may be required.

It would follow the below training Methodology:

- **Introduction to Latest Technology and Domain:** The candidates will be introduced to the latest technologies and domains, such as Artificial Intelligence, Machine Learning, and Data Science. The module will provide an overview of the applications and use cases of these technologies etc.
- **Software Applications:** The candidates will be trained in the latest versions of software applications, such as python, MATLAB, ROS, Microsoft Office Suite, etc.
- **Teaching Methodologies:** This module will focus on improving Coaching & teaching skills and the ability to use innovative teaching Methodologies. They will be trained in delivering interactive and engaging classes, using multimedia tools and techniques.
- **Project-Based Learning:** The candidates will be introduced to practical and industry-relevant. This module will enable them to provide hands-on learning experiences to their students.
- **Personalized Attention:** This module will focus on enabling candidates to get personalized attention from the Faculty members. They will be trained in identifying individual learning needs and providing customized learning experiences to become future trainers and entrepreneurs enabling start-ups.

**8. Training duration & domains:**

The programs are planned for different duration, namely, 1-month and 2-months with customized courses with the components highlighted above, i.e. **AI and ML, Robotics and Drone technology, IoT etc.** The ratio of technical and non-technical for month(s) long programs is 60:40,

| Modules   | 1-month    | 2-months   |
|---|------------|------------|
| Technical Part  | 60         | 96         |
| Soft skills (Interview skills, Communication skills etc.) | 10         | 16         |
| Personality development (PPT, GD, Team building, etc.)    | 20         | 32         |
| Entrepreneurship skills, startup enabling                 | 10         | 16         |
| Practice Session  | 80         | 160        |
| <b>Total hours</b>  | <b>180</b> | <b>320</b> |

### Flexible Training course –

#### Option-1

The month-long programs will be done in hybrid mode, i.e. for 1-month programs the participants will be on the campus for 10 days, for 2 months, it will be 20 days. The campus induction program further depends on the requirement of participants and their job prospectus; accordingly the budget varies.

#### Option-2

In case, the programs are run in completely residential mode, then participants will be on the campus for 30 days and 60 days in 1-month & 2-months programs respectively.

**Benefit-** This flexibility will encourage more applications from across Himachal plus it will also provide an opportunity for working and self employed candidates to upgrade their skills and learn new technology while they are working. This will also further help in better placements.

### 9. Financial Outflow(Budget):

- The training cost (A+B+C) will be paid to “THE SECOND PARTY” for the number of candidates certified batch wise at batch Initiation and Hostel charges on actual basis per candidate as per below rate after training completion.( Incase of Failure/ Drop outs, amount will be adjusted in next batches)
- Payment will be released on the complete data updation on HPKVN MIS.
- The estimated budget for this proposal is based on the number of Himachali candidates and the duration of the training program. The budget includes the preliminary skill gap survey of Mobilized candidates, Mobilization, Advertisement cost, Cost of training ( including customized modules based on individual needs), Boarding and Loading (Duration at IIT Mandi) along with the budget for placement support through our Placement partners.

The major components of the budget are:

| Per Candidate Cost  |                 |                 |
|---|-----------------|-----------------|
| Programs  | 1 - month       | 2 - months      |
| Course fee (A)  | ₹ 23,500        | ₹ 43,000        |
| Equipment (Software, hardware, etc.) provided to candidates(B)  | ₹ 4,500         | ₹ 6,500         |
| Pre Training Evaluation, Publicity , Mobilization (₹11,500) and Placement / Self Employment (₹3500) support per candidate (C) | ₹ 15,000        | ₹ 15,000        |
| <b>Total cost = A+B+C (Excluding Residential) per Candidate</b>   | <b>₹ 43,000</b> | <b>₹ 64,500</b> |
| B&L (hostel)/day (May vary based on no. of candidates availing)   | ₹ 450           | ₹ 450           |
| B&L (Guest House)<br>/day(May vary based on no. of candidates availing)   | ₹ 630           | ₹ 630           |

**Note: Above Fee & other cost are as per IIT Mandi norms.**

**Proposed Target:**

- 650 candidates from Himachal
- Proposed Target to be completed by 31st December 2023, with a possibility of extension, if applicable.

**Implementation Plan: (Tentative)**

| Trainings                                    | May   | Jun                                       | Jul        | Aug       | Sep       | Oct       | Nov       | Dec   | Remarks  |
|--|---|---|------------|-----------|-----------|-----------|-----------|---|--|
| IIT Mandi in Advance IT courses (1-2 Months) | MoU signing, Pre Training Evaluation, Mobilization, Publicity | 2-3 batches (50-100 candidate each Batch) | 2 batch    | 1 batch   | 1 batch   | 1 batch   | 1 batch   | Project completion, Follow up work, Closure Report etc. | Pre Training Evaluation, Mobilization, Publicity and placement/ Self Employment support will be done simultaneously every month batch-wise |
| <b>Tentative numbers</b>                     |   | <b>200</b>                                | <b>250</b> | <b>50</b> | <b>50</b> | <b>50</b> | <b>50</b> | <b>Total- 650</b>                                       |  |

As per IIT Mandi norms, the tentative budget with the above components (excluding GST) in hybrid mode is

| Programs           | 1-month             | 2-months            | Total               |
|--------------------|---------------------|---------------------|---------------------|
| Total participants | 400                 | 250                 | 650                 |
| <b>Total</b>       | <b>₹2,56,36,000</b> | <b>₹2,50,57,500</b> | <b>₹5,06,93,500</b> |

Note- Above participants numbers may vary based on the applications and participant's course duration's preferences and gender participation.

As per IIT Mandi norms, the tentative budget with the above components (excluding GST) in a completely residential mode is

| Programs           | 1-month             | 2-months            | Total               |
|--------------------|---------------------|---------------------|---------------------|
| Total participants | 400                 | 250                 | 650                 |
| <b>Total</b>       | <b>₹3,21,88,000</b> | <b>₹3,32,47,500</b> | <b>₹6,54,35,500</b> |

Note- Above participants numbers may vary based on the applications and participant's course duration's preferences and gender participation.

**10. Reporting Mechanism:**

The Second Party shall submit to the First Party-

- All the Batch details and training milestones including placements details needs to be uploaded on HPKVN MIS by the Second Party.
- Report on commencement of training programme including residential courses (If applicable in case of Residential) , with separate details of the candidates and facilities provided to them;
- Report on completion and placement of candidate's batch wise;

**11. Curriculum approval /up gradation:**

**THE SECOND PARTY** will adopt the curriculum approved by IIT Mandi for new and existing technologies which are in demand as per the market requirement and as per the mutually agreed Job roles. The second party will also provide requisite handbooks and any other reading material required at the time of batch commencement.

**12. Faculty Requirement and Infrastructure:**

The Second Party shall meet the faculty as well as infrastructure requirement as per IIT Mandi norms.

**13. Training Delivery location:**

The training program will be delivered through online and offline modes at IIT Mandi Campus. The program will be a mix of residential & non-residential types and will enable all trainees to learn in the IIT ecosystem. The trainees will also be provided an opportunity for a completely residential program.

**14. Evaluation:**

Evaluation is an integral part of any training program. Therefore, the **SECOND PARTY** will conduct regular assessments to evaluate their progress. The assessment will include both theoretical and practical components (if any), and they will have to perform well in both to complete the training program successfully.

**15. Validity:**

MoU shall be valid for the period till **31<sup>st</sup> December 2023** from the date of signing and can be renewed further on mutually negotiated terms and conditions in writing subject to satisfactory performance of TSP.

**16. Termination:**

This "MoU" may be terminated forthwith by either Party with assigning a reason by giving two months' written notice to the other Party on the occurrence of one or more of the following events.

- a) If any Party commits a breach of any of its obligation under this "MoU" and fail to provide remedy within 15 days from the date a written notice shall be sent to such Party.
- b) If any Party become incapable for a period of three (3) months of performing any of its obligations under this "MoU" because of any unforeseen event.

**17. Confidentiality:**

- a) Each of the Parties hereto shall hold in confidence all documents and other technical or commercial data or information supplied to it by or on behalf of the other Party relating directly or indirectly to this MoU ("Confidential Information").
- b) Neither Party shall disclose such Confidential Information to any third party without the written consent of the non disclosing party, provided that each Party shall be permitted to disclose Confidential Information to its employees, affiliates, and any Government/regulatory/statutory authority as prescribed or if so required under any law with intimation to disclosing party on a need to know basis.

**18. Settlement, Dispute Resolution and Jurisdiction:**

- a) If any dispute or difference of any kind whatsoever may arise between the parties in connection with or arising out of this agreement or out of the breach, termination or invalidity of the agreement hereof, both parties shall attempt within a period of 30 days after receipt of notice by the other party/ parties of the existence of a dispute(s) to settle such dispute(s) in the first instance by mutual discussions between the parties.
- b) If the dispute(s) cannot be settled by mutual discussion within 30 days as provided herein, any dispute(s), difference of opinion or disagreement arise between the Parties hereto or their respective representatives or assignees at any time, in connection with construction, meaning, opera-

tion, effect, interpretation of the MoU or breach thereof, the same shall be decided by Secretary (Technical Education), Government of Himachal Pradesh.

- c) In case, any party/ parties is/ are dissatisfied with the decision of Secretary, Government of Himachal Pradesh Department of Technical Education. the arbitration proceedings may be initiated. Arbitral Tribunal shall consist of a sole arbitrator who shall be appointed by the Parties with mutual consent. In case there is no consensus on the nomination of the sole Arbitrator, within 30 days from the date of notice invoking this clause by any Party/ Parties to the other Party/ Parties, and Party/ Parties may approach the Hon'ble Court under Shimla jurisdiction, for constitution of the Arbitral Tribunal in accordance with the Arbitration and Conciliation Act, 1996. This clause as aforesaid is subject to the provision of the Arbitration & Conciliation Act, 1996 and any statutory modifications or re-enactment, in lieu thereof, shall supply to the arbitration proceeding(s) under this clause.

#### 19. Jurisdiction:


All disputes arising under or in relation to any matter herein shall be subject to the jurisdiction of Courts of Shimla, Himachal Pradesh.

#### 20. Grievance Redressals:

- a) The "**THE SECOND PARTY**" should create an internal committee for managing trainee grievances, similar to the provisions made for regular employees of Industrial Training Partner.
- b) Any grievances of the "**THE SECOND PARTY**" or enrolled candidates that are not solved by the internal committee of "**THE SECOND PARTY**" may be brought to the notice of "**THE FIRST PARTY**" for necessary review and intervention.
- c) In case of serious complaints and violations; "**THE FIRST PARTY**" at its own discretion may terminate the MoU at any given point of time.

#### 21. Miscellaneous:


- a) Any other matter not included in this MoU which is necessary for the smooth functioning of the Scheme shall be finalized by both parties on mutual terms and conditions.
- b) No change can be made to this MoU without written consent and duly signed by all the Parties. Additions, deletions and/or alterations to this MoU may be effected with the written agreement of all the parties to this MoU concerning the changes. Documents containing such additions, deletions and/or alterations and signed by all the Parties shall form addenda to this MoU, and be deemed to be part of this MoU.
- c) Through this Memorandum of Understanding **Himachal Pradesh Kaushal Vikas Nigam (HPKVN) & IIT Mandi, HP** affirms their commitment to fulfill and achieve the objectives mutually agreed upon in this Memorandum of Understanding agreement.
- d) Each Party undertakes to carry out this "MoU" in good faith and to respect spirit as well as the letter of its provisions.
- e) Disclaimer of Agency: This "MoU" shall not be deemed to constitute any Party hereto the agent or partner of the other Party and nothing in this "MoU" or in the performance by the parties hereto of their respective obligations/responsibilities shall be construed so as to create any partnership or association of persons. All the Three Parties hereto shall act on a Principal to Principal concept.



**THE FIRST PARTY**

**THE SECOND-PARTY**

  
Managing Director  
H.P. Kaushal Vikas Nigam,  
Managing Director, HPKVN  
SDA Complex Kasumpti, Shimla-9


  
Authorized Signatory, IIT Mandi

IN WITNESS WHEREOF, the authorized representatives of the respective Parties hereto have set their hands on the day and year first above written.


In the presence of:

Witness:

1.

  
Naresh Kumar  
General Manager  
HPKVN

2.

  
Tushar Jain  
Head CCE  
IIT Mandi