Mentorandum of Understanding (MoU)

Between

Directorate of Industrial Training
Department of Technical Education Training & Skill Development
Government of West Bengal
And
Naandi Foundation
For
Implementing Employability Skill Development Initiatives at Govt. ITIs of West Bengal
This Memorandum of Understanding (MoU) has been made and agreed upon between the parties mentioned below, signed on the 8th day of the month of February, 2019.

BETWEEN

Directorate of Industrial Training under the Department of Technical Education, Training & Skill Development, Government of West Bengal (hereinafter referred to as “DIT, WB”) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns, acting through its authorised representative Dr. Soumen Basu, Director - In - Charge, Directorate of Industrial Training, Department of Technical Education, Training & Skill Development, Government of West Bengal.

AND

Naandi Foundation, a Public Charitable Trust incorporated under the Indian Trusts Act, having its registered office at 502, Trendset Towers, Road No 2, Banjara Hills, Hyderabad – 500 034, Telangana, India represented by Shri. Raj Iyer, Chief Youth Employment Officer, through its authorized signatory (hereinafter referred to as “Naandi” which expression shall mean and include its heirs, successors, executors, administrators, authorized representatives and permitted assigns).

A. Background and Purpose

The Government of West Bengal has an integrated approach to Skill Development in the State and the Department of Technical Education, Training and Skill Development (TET&SD) in the Government of West Bengal is the nodal department for skilling through its Polytechnics, ITIs/ITCs, Vocational Training Centers, empaneled Vocational and other Training Providers.

The TET&SD department through its Directorates and Council supervises around 130 ITIs, 152 polytechnics and 2714 vocational training centers operating all over the state with an annual target of skilling around 6 lakh youths under the Utkarsh Bangla scheme in the institutional and non-institutional mode for the financial year 2018-2019.

Naandi Foundation is an apolitical, autonomous Public Charitable Trust and a not for profit organisation having registration under section 12AA of income tax act, 1961 is tax exempted and is recognised by tax authorities as an organisation established for ‘charitable purpose’. Naandi Foundation is working with an objective of people centric development through its charitable activities throughout the country, without distinction of caste, creed or religion, etc. Naandi Foundation is engaged, inter alia, in improving the livelihoods of the underprivileged communities through its various social initiatives, developmental programs, in various states of India. Naandi Foundation’s activities include, education to underprivileged children with a specific focus on girl child education, improving livelihoods of small and marginal farmers through its farming practices, employable training and skill development programs to underprivileged youth, provision of safe drinking water to communities, etc.
DIT, WB and Naandi will henceforth be referred to independently as the 'First Party' and 'Second Party' respectively and collectively as the 'Parties'.

THIS AGREEMENT WITNESSED AND THE PARTIES HERETO AGREE TO AS FOLLOWS:

B. Objective

This Agreement is for collaborating efforts of both parties for implementation Soft Skills, Life Skills, Communication Skills and Interview preparations for students of Government Industrial Training Institutes (ITIs), where:

1. DIT, WB will identify few ITIs around the state to commence the trainings in a pilot basis. The number of ITIs will be increased periodically.
2. The candidates shall be final semester students and the course duration would be for a period of 40 hours.
3. The entire intervention would be on a Free of Cost basis and there would be no monetary transaction of any sort in-between the parties.

C. Action Points

1. DIT, WB will
   i. Identify 10 ITIs around Kolkata region to commence the project on a pilot basis. Direct the principals of such ITIs to act as nodal officers for implementation of the course.
   ii. Ensure the class hours are adjusted in order to accommodate the 40 hours of classroom training.
   iii. Assist Naandi in any requirement as required to ensure smooth implementation of the courses.

2. Naandi Foundation will
   i. Prepare content that will be most effective in training the students and submit a course schedule to DIT, WB for all the ITIs.
   ii. Ensure that well-trained trainers are identified for each Institute to ensure overall success of the Project.
   iii. Monitor the program by conducting periodic assessments to ensure that the trainers do a quality job.
   iv. Provide a report at periodic intervals on the performance of the project and an analysis of the impact assessment post implementation of such interventions.
   v. Certificates shall be awarded by Naandi to the students on successful completion of the training and clearing of the assessment held post completion of the program.
D. Duration / Terms of the MoU
1. This MoU shall be valid for three (3) years from the date of signing and may be mutually extended from time to time in writing by the parties.
2. This Memorandum of Understanding is a document of good faith and Implementation of the MoU would be monitored on a quarterly basis.

E. Changes / Amendment
1. 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.
2. 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.

F. Termination:
1. The parties can terminate this MoU after serving 3 (three) month notice in writing if there is failure/ breach of understanding or default by either party other than on force majeure grounds.
2. At the time of termination neither party shall be liable to other hereunder or in relation hereto for more than the fees paid, including the amounts invoiced but not yet paid.

G. Force Majeure:
1. Neither party shall be liable to the other for failure or delay in the performance of any of its obligations under this MOU for the time and to the extent such failure or delay is caused due to acts of God, natural disaster, fire, floods, explosions or earthquake, epidemic or quarantine restrictions, serious accidents, war, insurrection or riots, strikes, legal necessity or labour troubles, or any other cause beyond the affected party’s reasonable control, provided that sufficient notice of such occurrence of force majeure is communicated to the other party.

H. Legal/Financial Obligation
This MOU is not a legally binding agreement but is only a definitive expression and record of the purpose and intention of the parties. Each party will bear its own costs resulting from its participation in activities undertaken in the furtherance of this MOU. No part of this MOU is intended to be a binding legal obligation to provide funds, goods, or services.
IN WITNESS WHEREOF all the parties hereto signed the Memorandum of Understanding on the 8th day of February, 2019

On behalf of
DIT, WB, Govt. of West Bengal

Mr. B. Halder
Joint Director
Directorate of Industrial Training

8th February, 2019

1. Witness:

Name: Achintya Chatterjee
Designation: O.S.D.
Address: Karigar Bhaban

On behalf of
Naandi Foundation

Mr. Raj Iyer
CYEO
Naandi Foundation

8th February, 2019

1. Witness:

Name: Dipak K Ray
Designation: General Manager
Address: West Bengal Food Park