

उत्तराखण्ड UTTARAKHAND

H 519360

MEMORANDUM OF UNDERSTANDING (MoU)

For On-the-Job Training

This Memorandum of Understanding is being executed on 23.08.2013 and it will be effective from 23.08.2013 between **UTTARAKHAND OPEN UNIVERSITY**, a University of Uttarakhand established under **Uttarakhand Open University Act No.23 of 2005** and also recognised by **Distance Education Council, New Delhi** with its headquarters at Teen Pani near Transport Nagar, Haldwani, Dist. Nainital, Pin-263139 Uttarakhand hereinafter referred to as the **FIRST-PARTY**, "**University**", or **UOU**, and this expression shall, unless repugnant to or inconsistent with the context, mean and include its successors or permitted assignees is the **FIRST PARTY**.

AND

Tata AutoComp Systems Ltd and its registered office Bombay House, 24 Homi Mody Street, Fort, Mumbai 400 001, represented by Gajanan D. More, Vice President (Name and Designation), hereinafter referred to as the "**Second Party**", or "**the centre**" and this expression shall, unless repugnant to or inconsistent with the context, mean and include any successors or permitted assignees as the **SECOND PARTY**.

WHEREAS:

- A. The First Party is a State Open University offering various courses in distance learning mode, The University is committed to make learning more effective by application of new technology and innovations in the field of Open and Distance Learning. Further the university is committed to provide a wide range of


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professional and vocational courses to meet the changing socio-economic needs, with human values and purposeful social responsibility.

- B. Second Party is a Company duly incorporated under the Companies Act, 1956 having its Registered Office at Bombay House, 24 Homi Mody Street, Fort, Mumbai 400 001 (herein referred to as "Industry Partner"), including all its group companies/offices existing presently or which may come into existence in the future.
- C. In order to provide employment opportunities to youths of Uttarakhand and to support industries' skilled manpower requirements, UNIVERSITY is offering a short term Vocational Course i.e. Certificate Course in Technical Excellence (CCTE-10) and a long term course, i.e. Advanced Certificate Course in Industrial Training (ACCIT-11).
- D. The Certificate Course in Technical Excellence is of six month duration and the Advanced Certificate Course in Industrial Training is of 30 month duration.
- E. University therefore proposes to associate the Industry Partner to provide necessary support in imparting this Advanced Certificate Course through Partnership model by providing on-the-job training to the students enrolled for this course.
- F. Both the parties herein being desirous of taking up a partnership project have decided to enter into this present MoU on a non-exclusive basis.


**NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY
AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. The first party (University) will;

- a. Provide theory sessions as necessary to run the Course through its study centres;
- b. Take necessary steps to ensure competent, eligible students are enrolled for the said Course;
- c. Provide necessary accreditations to the Course on fulfillment of requisite criteria;
- d. Monitor and evaluate the achievement of the learning objectives;
- e. Conduct theory examinations semester wise and on completion of the Course; provide certification on successful completion of the Course.

2. The Second Party (Industry Partner) will;

- a. Impart practical training to students in accordance with curriculum / syllabus requirements at its own premises or at vendor locations;
- b. Appoint a person for coaching and supervising the students during on-the-job training as per the schedule applicable;


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- c. Extend technical support, if required, by sending in-house experts for teaching purpose, until necessary capacity is built within the University's study centres;
 - d. Industry Partner will send the periodic evaluation of the students as per University norms.
 - e. Provide support to students in terms of monthly stipend / lunch during on - the - job training as per Company norms.
 - f. Provide on-the-job training to a minimum number of 120 of the aforementioned Course in a year. This figure may increase or decrease depending upon various factors and Company's discretion.
 - g. All the Students must be covered under WC policy/ ESIC, taken by the industrial partner.
3. Course guidelines are attached herewith as annexure "A". Operational guidelines will be developed as per the rules and regulations of the University.
 4. The Parties here to agree to enter into this M O U on a Principal-to-Principal basis and none of the Parties shall do or cause to be done anything derogatory to the reputation of the other.
 5. During the term of this M O U and thereafter for reasonable period, all the Parties here to undertake on behalf of their respective sub-contractors / employees / representatives / associates to maintain strict confidentiality and present disclosure thereof, of all the information and data exchanged / generated pertaining to work / activity under this MOU for any purpose other than that specified in this MOU.
 6. None of the Parties will be held responsible for non- fulfillment of their respective obligations under this MOU due to work / activity under this MOU for any purpose other than in accordance with this MOU.
 7. None of the Parties will be held responsible for non- fulfillment of their respective obligations under this MOU due to the exigency of one or more of the **force majeure** events such as but not limited to acts of God, war, flood, earthquakes, strikes, lock-outs, epidemics, riots, civil commotions, etc., or for any other reason beyond the control of the Parties, provided on the occurrence and cessation of any such events, the Party affected thereby shall give a notice in writing to the other Party within one month of such occurrence of cessation. If the force majeure conditions continue beyond six months, the Parties shall jointly decide about the future course of action.
 8. Time shall be the essence of this MOU and shall be effective from the date of signing of this presents for a period of three years and the Parties herein, upon mutual agreement, may extend the said period from time to time or may even curtail the same in between.


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9. During the Tenure of this Agreement / MOU, Parties hereto may terminate the agreement either for breach of the terms and conditions of the agreement or otherwise by giving 03 (three) months notice in writing to the defaulting / Other Party. Any such termination shall not affect the smooth Course completion of the existing batch of students and upon serving of notice of termination by any of the Parties.

10. Applicable Law and Dispute Resolution;

10.1 This agreement and all the questions of its interpretation shall be construed in accordance with the laws of this country (India).

10.2 In case of dispute between the parties with regard to this agreement, prior to moving the court the matter shall be referred to the arbitration tribunal.

10.3 Both the parties shall make all reasonable efforts to reach an amicable solution through direct negotiations.

10.4 If the parties do not reach an agreement within 30 days from the date of notice by one party, of its intention to resolve the dispute in an amicable manner, the parties may refer such a dispute to arbitration in accordance with the following procedure :-

a) All disputes shall be settled through arbitration in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 by an 'Arbitration Board' comprising of three arbitrators.

b) Each party shall independently appoint one arbitrator to the Arbitration Board and then they will jointly appoint the third arbitrator who shall serve as Chairperson of the Arbitration Board.

c) The parties shall bear, in equal proportion, all the cost related to Arbitration Board.

d) The Arbitration Board shall have the powers to award only such remedy as is contemplated in this agreement including injunctive relief.

e) The place of sitting of Arbitration Board shall be within District Nainital only.

f) In case the matter is to be referred to the court, all issues arising out of this agreement shall be subject to the exclusive jurisdiction of the courts at Nainital and the parties hereby irrevocably submit to the jurisdiction of these courts. The parties irrevocably wave any objection to venue in these courts and objection based on the doctrine of forum non-convenience or similar grounds that these courts are inconvenient for determination of a dispute.


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11. Lien on Employment:

Student trainee referred and sponsored by the University will have no lien for the permanent / temporary employment in the Company where he / she are undergoing on-the-job training. However, preference may be given depending upon their performance for engaging them against temporary nature of work as and when requirement arises and subject to vacancies. However, it will be at the sole discretion of the Industry Partner.

12. In witness whereof the parties have signed this Memorandum of Understanding of the day, month and year first hereinabove written.

For Uttarakhand Open University


**For Tata Auto Comp Systems Ltd
(Industry Partner)**


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VICE PRESIDENT


Witnesses:

1.

 (PSN MURTHY)

2.


23.08.2013
(H.C. Sharma)