



उत्तराखण्ड UTTARAKHAND

E 937493

MEMORANDUM OF UNDERSTANDING

For ACCIT-11 On-the-Job Training

This Memorandum of Understanding (M O U) sets out a general framework of co operation and networking between the Partners through which a climate of mutual trust, well being and understanding is established.

This M O U is signed on this 30th day of March 2012 at Haldwani, Distt: Nainital, Uttarakhand

BETWEEN

UTTARAKHAND OPEN UNIVERSITY, a University of Uttarakhand, State of India established under Uttarakhand Open University Act No. 23 of 2005 and also recognized by Distance Education Council, New Delhi existing at Unchapul, Haldwani, Distt Nainital, Uttarakhand (herein referred to as "University").

AND

M/s ASHOK LEYLAND Ltd, a Company duly incorporated under the Companies Act, 1956 having its Registered Office at Chennai (herein referred to as "Industry Partner") and one of its works at Plot No. 1, Sector 12 , IIE, SIDCUL, Pantnagar, Distt. Udham Singh Nagar.

WHEREAS:

- A. UNIVERSITY and ASHOK LEYLAND PANTNAGAR have already entered into an MOU for a six month Certificate Course in Technical Excellence(CCTE-10).

- B. To provide further employment opportunities to youths of Uttarakhand and to support Industries' skilled manpower requirements, ASHOK LEYLAND PANTNAGAR desires to collaborate with the UNIVERSITY to provide further training to upgrade technical skills of students.
- C. ASHOK LEYLAND PANTNAGAR & UNIVERSITY are desirous that the existing CCTE-10 pass students should undergo two and a half year "Advanced Certificate Course in Industrial Training-ACCIT-11"
- D. The said course is of two and a half year duration i.e. 5 semesters of six months each.
- 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 AS FOLLOWS:

The University will recognize training center i.e. Smart Skills as its study center and the same will be governed by the policies governing study center (UOU policy enclosed)

- The Ashok Leyland will:
- Impart practical training to students in accordance with curriculum / syllabus requirements at its own premises or at vendor locations;
 - Appoint a person for coaching and supervising the students during on-the-job training as per the schedule applicable;
 - Extend technical support, if required, by sending in-house experts for teaching purpose, until necessary capacity is built within the University's collaborator Smart Skills;
 - Provide support to students in terms of monthly stipend / lunch during on - the - job training as per Company norms.
 - Provide on-the-job training to a minimum number of 300 of the aforementioned Course in a year. This figure may increase or decrease depending upon various factors and Company's discretion.
3. Course guidelines of ACCIT-11 are attached herewith as annexure "A", which will be part of MOU.



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. 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.
6. 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.

Lien on Employment:

Student trainee referred and sponsored by the University will have no lien for the permanent / temporary employment in the Company / Ashok Leyland Ltd., where he / she is 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 and any such employment, engagement in the Company / Ashok Leyland Ltd., will not be claimed as of right by either the University or by the person undergoing or having undergone the on – the - job training.

Status of the on – the – job trainee Vis a Vis the Company:

The on – the – job trainee(s) shall not have any lien of appointment, employment in the Company and at no point of time will be deemed to be an / the employee(s) of the Company and or on its rolls and records. Except for the stipend, lunch being provided during the course of the training, the trainee student referred, sponsored by the University shall not in any way or manner or for the purposes of applicable Labour Enactments be treated or deemed to be employees of the Company.



It is clearly understood that the persons sponsored or referred by the University for the on - the - job training are enrolled students of the University and will be referred for such training as part of their academic curriculum. Hence as student trainees they will not be amenable to or covered under the provisions of the Minimum Wages Act, 1948, the EPF and MP Act, 1952, the ESI Act, 1948, and other Enactments, otherwise applicable upon the Company. Neither the referred student trainees will be liable for taking, obtaining any benefits thereunder.

Signature of First Party



(Sudhir Budakoti)

Registrar

Uttarakhand Open University

Signature of Second Party



(Dr. Devendra Sharma)

Head - HR

Ashok Leyland Ltd.

Witness:

1-

2-



Witness:

1-

2-

