



उत्तराखण्ड UTTARAKHAND

E 101386

MEMORANDUM OF UNDERSTANDING

For 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 23rd day of July 2011 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 Unchapuli, Karadungi Road 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 U.S. Nagar.

(Signature)

WHEREAS:

- A. In order to provide employment opportunities to youths of Uttarakhand and to support Industries' skilled manpower requirements, University is introducing a new short term Vocational course i.e., "Certificate course in Technical Excellence".
- B. The said Course is of six month duration (480 hours) and shall be focused on 30% theory and 70% on - the - job training.
- C. University therefore proposes to associate the Industry partner to provide necessary support in imparting this Certificate Course through Partnership model by providing on - the - job training to the students enrolled for this course.
- D. 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:

1. The University will carry out following functions:
 - a. Approve and finalize the Course content;
 - b. UOU Training partner smart skills will provide premises with space as necessary to run the for the same;
 - c. Take necessary steps to ensure competent, eligible students are enrolled for the said Course;
 - d. Provide necessary accreditations to the Course on fulfillment of requisite criteria;
 - e. Monitor and evaluate the achievement of the learning objectives;
 - f. Conduct Examinations on the completion of the Course;
 - g. Provide certification on successful completion of the Course.
2. The Ashok Leyland 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;
 - c. Extend technical support, if required, by sending in-house experts for teaching purpose, until necessary capacity is built within the University or at approved centre;
 - d. Provide support to students in terms of monthly stipend / lunch during on - the - job training as per Company norms. But no accommodation or TA / DA shall be provided by Ashok Leyland Ltd.
 - e. Provide on-the-job training to a minimum number of **600 students** of the aforementioned Course in a year. This figure may increase or decrease depending upon various factors and Company's discretion.

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3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

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:

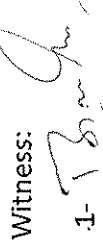
The on – the – job trainee(s) shall not have any lien of appointment, employment in the Company and at no point of time will be deemed to be an / the employee(s) of the Company and or on its rolls and records. Except for the stipend, lunch being provided during the course of the training, the trainee 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 there under.

Signature of First Party


(Authorized Signatory)

Uttarakhand Open University

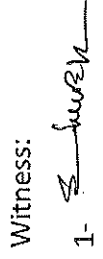
Witness:
1- 

2-

Signature of Second Party


(Authorized Signatory)

Ashok Leyland Ltd.

Witness:
1- 

2-