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TRIPARTITE Memorandum of Understanding ('MOU')

AMONG

Directorate Technical Education & Training

AND

Tata Community Initiatives Trust (Tata STRIVE)

AND

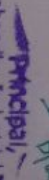
Smt. Susmita Bagchi

FOR

IMPLEMENTATION OF SOFT SKILLS PROGRAMME IN
ODISHA TTIs



JANUARY 19, 2018


Gopabandhu Industrial Training
Institute, Ambeguda, Koraput, Odisha

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Background: Pioneering a new model of collaboration

Industrial Training Institutes (ITIs) were conceived in the 1950's with a vision to build a capable workforce for a self-reliant India, soon after the country gained freedom from the British and began to develop its industrial foundation in Steel, Power, Textiles industries. A revitalisation of the ITI's is called for today, when India has become one of the world's fastest growing economies, with a strong service sector and a manufacturing sector that is receiving thrust through the Make in India programme and the Skill India Mission.

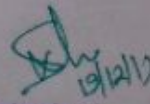
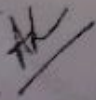
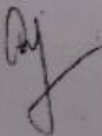
Over the years institutes such as IIT, IIM, IISc etc have created a pool of world class science and management professionals. This has been possible due to sustained focus, monetary support and visionary leadership from the Government, as well as with support from private sector. Today there is an opportunity for ITI's to regain their lost position as the backbone of vocational education in India. Recently Central and State Governments have made efforts to invest in modernization of ITI infrastructure and curriculum so as to offer the best employment linked skills training. Industry support has traditionally come through CSR partnerships with ITI's. This model has created islands of excellence but has not witnessed the necessary scale up across the State.

Odisha Skill Development Authority, as a responsive and forward looking organisation, is spearheading a unique partnership model for skill development that brings the Department of Technical Education and Training (DTET) Odisha, Tata and a private donor together, to pioneer ITI reform through quality soft skills training. It is a well-known fact that employability of ITI students is hampered due to lack of focus on the soft skills, which on the other hand, industry considers to be a basic hygiene factor to employment.

Tata STRIVE and the Directorate of Technical Education & Training (DTET), Government of Odisha with support from eminent philanthropist, Smt. Susmita Bagchi, have forged a partnership to pilot Tata STRIVE's powerful Youth Development Modules in 10 ITIs of Odisha. In the pilot, both Smt. Susmita Bagchi and Tata STRIVE, will bring equal amounts of funds to support five ITI's each.

This unique, one of its kind effort will demonstrate that Company led CSR efforts need not be the only model of PPP, high net worth individuals with a passion to contribute to development can make a big difference too. The intent of all three involved parties namely – Odisha Government, Tata and Ms Bagchi is to work towards developing a successful model in these select 10 ITI's with checks and balances in place, for measurable outcomes.

As part of this programme, Tata STRIVE will use the soft skills curriculum defined as per NCVT norms, enhance the same with its own content, it will also select the quality trainers and depute them in these ITI to deliver high standard training. This unique pilot programme would run for a period of two years, and based on its success could be a lighthouse paving the way for a state wide/national rollout.



Principal,
Gopabandhu Industrial Training
Institute, Ambaguda, Koraput

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THIS Memorandum of Understanding ("MOU") is entered into on this 19th day of January, 2019 ("Execution Date") by and between:

Directorate of Technical Education & Training, Government of Odisha, under the administrative control of Skill Development and Technical Education Department having its office at Killa Maldan, PO- Buxibazar, Cuttack - 753001 which is represented by **Director, Technical Education and Training, Odisha** [hereinafter referred to as "DTET" which expression shall mean unless the context otherwise provides its successors, administrators, permitted assigns] of the **ONE PART**.

AND

Tata Community Initiatives Trust (TCIT), represented by its trustees Dr. Mukund Govind Rajan, s/o Mr. Raghavachari Govindarajan, aged 49 years and Mr. Farokh Nariman Subedar s/o Mr. Nariman Merwanji Subedar, aged 60 years, acting through their authorised representative, **Ms Anita Rajan** w/o Mr. Vijay Rajan, aged 54 years. Is a public charitable trust set up by Tata Sons Limited under the provisions of the Indian Trusts Act, 1882 and having its office at Jeevan Bharti, 10th Floor, Tower-1 | 124 Connaught Circus, New Delhi- 110 001 (hereinafter referred to as "TCIT" which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns) of the **SECOND PART**.

AND

Smt. Susmita Bagchi, noted Odia Writer and Philanthropist, aged 57 years, and currently residing at SGO 5, Unit 6, Bhubaneswar, Odisha - 751009 (hereinafter referred to as "Donor" which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns) of the **THIRD PART**.

DTET, TCIT, and Donor are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS

The mission of DTET is to empower youth of the state of Odisha through improved access to skills and knowledge, leading to wage or self-employment, thus ensuring Odisha's competitiveness in the national and global market. Under the guidance of the **Odisha Skill Development Authority (OSDA)**, DTET has expressed its interest to partner with TCIT in implementing the **Tata STRIVE Youth Development Module (YDM)** across 10 ITIs of Odisha for a period of two years on a pilot basis, through private funding. Based on the success of the pilot, the programme can be further scaled up to all ITIs in the state.

TCIT has been set up by Tata Sons to execute its Group CSR Programmes including skills development and responding to natural disasters. In keeping with the core value of the group, various companies of the group have invested significantly in initiatives aimed at improving the quality of life of the communities they serve, both at the grass-root level as well as by building institutions of national importance. While such corporate social responsibility ("CSR") activities have typically been done by individual companies and this shall continue, some of these are being consolidated as a set of Group CSR Programmes at the Group level to increase their impact. One of the Group CSR Programmes is Skills Development which is named as "**Tata STRIVE**" is executed under TCIT, and this MOU

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intends to foster cooperation in this programme.

a hallmark of the Tata STRIVE programme is its powerful Youth Development Programme (Soft skills) which prepares students for a professional and positive attitude to survive and thrive in competitive environments.

Smt. Susmita Bagchi, an eminent Odia Writer and Philanthropist, and wife of Shri. Subroto Bagchi, Head Odisha Skills Development Authority (OSDA) has agreed to support the programme in the pilot phase by funding 50% of the total programme cost for implementing soft skills training in ITI. Tata STRIVE will approach other funders within Tata group for rest of the funding. This funding will be used for implementation in 10 ITIs for two years.

NOW IT IS HERBY AGREED BY AMONGST THE PARTIES HERETO as follows –

A Tripartite MOU is signed between DTET, TCIT and Donor for implementation of the Youth Development Programme across 10 Government ITIs of Odisha in letter and spirit.

1. Programme background:

DTET Odisha has taken multiple steps towards modernization of ITIs by introducing bio-metric attendance systems, standardized uniforms, training in industry linked curriculum, etc. Industries have also realized the importance of employing trained manpower from ITIs and hence most ITIs today record good placements. While, the industries are mostly happy with the technical skills that ITI students have, they have often complained about the lack of softer skills like right attitude and commitment towards work among ITI grads, leading to poor productivity.

As per the syllabus prescribed by National Council for Vocational Training (NCVT) for the Craftsman Training Scheme, a '110 hour Employability Skills Programme' is currently being conducted in ITIs across the country for students of semesters 1 and 2. While this programme has gone a long way in improving employability skills among students, there is scope for further improvement. Having realized this gap Tata STRIVE and the DTET under the guidance of the Odisha Skill Development Authority (OSDA), have come together to introduce the Tata STRIVE Youth Development Programme across 10 ITIs on a pilot basis. For seamless implementation it is necessary to integrate new modules into existing ITI curriculum. Hence as part of this, Tata STRIVE proposes to integrate Tata STRIVE Youth Development modules into the existing 'Employability Skills Programme' for students of semesters 1 & 2 and also introduce additional hours of Youth Development Modules in semesters 3 and 4 to make the students job ready. Tata STRIVE also proposes to change the current theoretical approach to delivery with a more activity oriented approach which it believes is far more impactful.

2. Objective

The objective of this programme is to deliver soft skills training for youth in ITI by integrating Tata STRIVE Youth Development Modules (YDM) which are developed for holistic

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development of youth. The programme works with a concept – "I AM", "I CAN" and "I WILL". It focusses on connection between Head-Heart-hand and enables self-reflection amongst the youth to realise values, beliefs and their potential. The methodology used in this programme will bring inner transformation leading to behavioral change.

In the pilot phase, all the parties will implement this programme in 10 ITI – 50% funded by Mrs. Bagchi and 50% from the funders raised by Tata STRIVE.

3. Term:

This MOU shall be in force for a period of 24 months from date of signing of the MOU and may be renewed by the parties hereto with their mutual consent, on such terms and conditions as may be agreed upon.

4. Scope of Work:

After discussions between the representatives of Tata STRIVE and DTET, the following programme structure has been agreed upon. This may be expanded in future to include newer areas as may be mutually agreed in writing by the Parties.

Following are the key steps for the implementation of the programme:

1. Review the strengths and weaknesses of the existing NCVT "Employability Skills" curriculum
2. Recommend inclusions of Tata STRIVE Youth Development modules to mitigate the gaps in the existing curriculum to develop an integrated curriculum.
3. Keeping the total classroom training at 110 hrs, deliver the revised programme in semesters 1 and 2
4. Introduce additional hours of Youth Development Modules (approximately 70 hrs) in semester 3 and 4 for a 2 year programme (1 year students receive 110 hrs, 2 year students receive 180 hrs of training)
5. Implement the programme simultaneously across all 4 semesters (Year 1&2)
6. Use the existing infrastructure "communications lab", "e-library", and "regular classrooms" for delivery
7. Hire new faculty as per the standards of Tata STRIVE to conduct the programme
8. Propose a train-the-trainer plan for building faculty expertise on the new curriculum
9. Use Tata STRIVE's digital platform for the entire life cycle of training
10. Joint certification upon successful completion

5. Proposed Programme Structure

• Target Group:

- o First Year students (semesters 1 & 2) for 2 year courses
- o Semester 1 & 2 students for 1 year courses
- o Second Year students (semesters 3 & 4) for 2 year course

Tentative Plan (with recommendation for implementing certain modules in 2nd year for 2 year courses)

Current ITI Curriculum (NVCT- Employability Skills)			Proposed Tata STRIVE YDM Content		Remarks
Year	Sem	Content	Sem	Content	
	1	—English Literacy - 20 hours	1	—English Literacy - 20 hours	Sem 1 can be largely replaced by Tata STRIVE

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		— IT Literacy- 20 Hours — Communication Skills- 15 Hours — Values- 6 hours Total - 55 hours		— IT Literacy- 14 Hours — Life Skills - 15 hours — Values- 6 hours Total - 55 Hours	content English Literacy covered using Hello English App Life Skills includes Communication skills IT Literacy outcomes will be covered using Digital video content
	Sem 2	— Entrepreneurship Skills- 15 hours — Productivity- 10 hours — OSHE* Education- 15 hours — Labour Welfare Legislations- 5 hours — Quality Tools- 10 hours Total - 55 Hours	Sem 2	— Entrepreneurship Skills- 15 hours — Productivity- 5 hours — OSHE Education- 15 hours — Labour Welfare Legislations- 5 hours — Total Quality Management (TQM) - 10 hours Design Thinking - 5 hours Total - 55 Hours	Sem 2 to be as per NCVT curriculum. Delivery as per Tata STRIVE methodology Focus on Sustainability Impact measures like carbon foot print, Ecological foot print and Frugal Mindset (less waste) will be included as part of OSHE Quality Tools to be covered as part of TQM
	Sem 3	Not Applicable	Sem 3	— Self Discovery -- 21 hours — Life Skills Part 2 -- 15 hours Life Skills Part 2 - 15Hours Total - 36Hours	Recommend Tata STRIVE YDM for the second year students with a focus on Workplace Preparedness
Year 2	Sem 4	Not Applicable	Sem 4	— Workplace Readiness -- 24 hrs Financial Literacy - 7 hrs Tata STRIVE YDM summative- 3 hrs Total - 34 Hours	Life Skills includes Sustainability mind set development YDM Summative is cumulative assessment of all YDM deployed and will be conducted in Yr 2 end TOTAL - 70 hours**

* OSHE - Occupational safety, health and Environment Education

** Smart Class and E-Library sessions to be used for covering these hours in final year

Operating Model

Tata STRIVE to manage the overall delivery of the programme. This would include –

- o Content integration – integrating YDM into the existing Employability Skills Programme (semesters 1 & 2)
- o Extra YDM hours in semesters 3 & 4
- o Youth Development Scorecard (YDSC) app rollout for assessment and goal setting
- o Trainers – hire new trainers based on Tata STRIVE's selection criteria
- o Training of Trainers – develop competency of trainers by putting them through the Tata STRIVE train the trainer (TTT) programme
- o Delivery of the programme as per Tata STRIVE quality standards

Expected Outcomes

S.No	Year 1 Modules	Outcomes
1	English Literacy	• Enhance the ability to communicate in English

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		Use of "Hello English", a gamified BOT will be introduced that enables learners to use functional grammar in spoken and written English, construct simple sentences, and write short notes and messages
2	IT Literacy	<ul style="list-style-type: none"> Gain comfort in using digital technologies to improve efficiency at work Become confident in utilizing the digital tools to communicate & network
3	Life Skills	<ul style="list-style-type: none"> Demonstrate GRIT to achieve set goals Practice the 7 C's of effective communication Analyze and adopt positive attitude to change
4	Values	<ul style="list-style-type: none"> Reflect on personal value systems Demonstrate workmanship by displaying values of self-discipline, responsibility, team work and Integrity at work place
5	Entrepreneurship Skills	<ul style="list-style-type: none"> Encourage learners to build entrepreneurial identity for themselves Conduct research into opportunities for entrepreneurship Draw up a business plan Draft an implementation strategy basis principles of fair trade and business operations Organize for funding and legal formalities
6	Productivity	<ul style="list-style-type: none"> Use tools of productivity to manage work and improve efficiency <ul style="list-style-type: none"> Examples of productivity tools are – 5S, priority matrix
7	Occupational safety, health and Environment Education (OSHE)	<ul style="list-style-type: none"> Promote behaviors associated with 'Safety first' mindset Create a safe working environment for self and others Practice safety precautions while using tools and equipment Demonstrate a hygienic lifestyle habits Comply with environment regulation policies Sustainability Mindset to ensure students are: <ul style="list-style-type: none"> aware of sustainability and are able to talk about sustainable way of life aware of the carbon footprint associated with their specific trade aware of ways of improving energy efficiency, water conservation, etc. at their workplace and also in daily lives
8	Labour Welfare Legislations	<ul style="list-style-type: none"> Awareness of labor welfare policies and legislations to create safe workplace
9	Total Quality Management	<ul style="list-style-type: none"> Improve workmanship by applying TQM frameworks and tools <ul style="list-style-type: none"> Examples of Quality tools are – pareto diagram, fish bone analysis

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10	Design Thinking	<ul style="list-style-type: none">Use design thinking methodologies & processes to create or design better services, processes, strategies, work spaces and experiencesUse design thinking tools to develop practical and innovative solutions for work related problems
S.No	Year 2	Outcomes
1	Self-Discovery	<ul style="list-style-type: none">Build self-esteem by discovering individual strengths and weaknessimbibe Goal oriented behaviorBuild Confidence by creating action plans to achieve their goals in lifeAppreciate the merits of positive attitude and growth mindset
2	Life Skills	<ul style="list-style-type: none">Manage conflicts to create win-win situationDemonstrate the skills to collaborate and create win-win situationsIncorporate the habits of systems thinking and sustainability thinking to lead a holistic lifestyle
3	Financial Literacy	<ul style="list-style-type: none">Set and achieve financial goals by understanding financial tools and planning smart investments.
4	Workplace Preparedness	<ul style="list-style-type: none">Identify & cultivate habits that facilitate smooth transition to workplaceLearn skills to ace InterviewsCreate action plans to sustain workplace success

Overall student outcomes will result in the following*-

- Increased self-esteem and confidence in learners demonstrated through communication & conduct
- Enhance proficiency in using digital tools
- Enhanced awareness and sensitivity for safety, environment leading to more responsible behavior
- Impact of YDM on other regular programmes – improved attendance, attentiveness, emotional self-regulation
- Effective management of work load and collaboration with teams leading to increased learner satisfaction on the job
- Improved learner performance in interviews leading to enhanced chances of selection in jobs
- Higher resilience in learner to sustain employment
- Plan –Act- Achieve financial goals independently

*Note – the above outcomes hold true for a student completing 180 hrs of Tata STAIVE YDM, spread over two years. For the current final year students, who would undergo training for 70 hrs, the outcomes would correspond to those mentioned in the above table for Year-2

6. Assumptions & Considerations:

6.1 Assumptions

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- Duration of Project in Years = 2
- No. of working weeks per semester = 18
- No. of Employability Skill Session per Unit per week (Semester 1 & 2) = 3
- Possible no. of Employability Skill Session per Unit per week (Semester 3 & 4) = 2
- Hours of training in 1st year (Semester 1 & 2) = 110
- Hours of training in 2nd year (Semester 3 & 4) = 70
- Size of ITIs (number of students including 1st and 2nd year)
 - Large ITIs > 1500
 - Medium ITIs > 700 < 1500
 - Small ITIs < 700
- Batch size (by combining 2 units) = 40
- Maximum no. of batches 1 facilitator may handle per day = 5

6.2 Indicative list of ITIs

Name of ITI	Approx. number of students in Academic Year 2017-18	Indicative number of students in Academic Year 2018-19
Govt. ITI, Brahmapur	2288	2631
Govt. ITI, Cuttack	1904	2190
Government ITI, Baripada (Takatpur)	1003	1153
Government ITI, Ambaguda	711	818
Govt. ITI, Puri	484	557
Govt. ITI, Bhubaneswar	561	645
Govt. ITI, Kandamal (Phulbani)	478	550
Govt. ITI, Anandapur	309	355
Govt. ITI, Umakot	227	261
Govt. ITI, Jajpur	78	90
Total	8043	9250

Note: Annexure A shows locations of ITI's

6.3 Target

- The combination of 5 ITIs to consist of 1 large ITI, 1 medium ITI and 3 smaller ITIs.
- Target would be to train 8000+ students per year across the 10 ITIs
- Total target for 2 years is 16000+ across the 10 ITIs

7. Roles and Responsibilities:

The roles and responsibilities of each Party is as mentioned below.

7.1 Tata STRIVE

- I. Recruit soft-skills faculty of high standards to conduct the training programme across the 10 identified ITIs
- II. Conduct Train the Trainer programme for identified faculty members
- III. Deploy the trainers, keep them motivated and monitor their progress

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- V. Study the existing Employability Skills content and integrate Tata STRIVE YDM into it
- VI. Determine the number of hours of the programme and finalize the schedule for the programme
- VI. Provide details regarding the desired infrastructure
- VII. Conduct orientation sessions for the college authorities
- VIII. List assessment guidelines and create assessments
- IX. Manage the overall delivery of the programme
- X. Benchmark the programme against the desired outcomes listed in Section 5 – and be accountable for overall improvement in students
- XI. Undertake regular quality checks among ITIs
- XII. Certify student on successful completion of course
- XIII. Share progress reports with Donor and DTET
- XIV. Additionally, Tata STRIVE to explore funding through other funders for the required remaining 50% funding

Note – Refer Annexure B for recruitment process and Annexure C for Job Description (JD) of faculty

7.2 DTET

- I. Make the ITI Principal accountable for the overall success of the programme
- II. Recognize integrated course curriculum (NCVT Employability Skills + Tata STRIVE YDM) for implementation in ITIs
- III. Advocacy and continuous communication with individual ITIs to ensure buy in from all ITI stakeholders
- IV. Create an escalation matrix to resolve issues raised during the implementation of the programme
- V. Conduct Training audit and internal review to ensure the skill programme achieves desired objectives

7.3 Donor

- I. End to end funding of 50% of the programme cost for implementation of the programme across 10 ITIs for a period of two years
- II. Monitoring of the training and evaluating the effectiveness of the skilling initiative.

7.4 Individual ITIs

- I. Principal of the ITI is the overall success managers and the owner of the programme at individual ITIs– formal fortnightly interaction with Tata STRIVE faculty, remove hindrances to the programme
- II. ITI Principal and management to communicate benefits of the programme to the prospective students and their parents
- III. Manage mobilization of students as per requirements of the programme
- IV. Make sufficient number of classroom(s) available to train students in batches of 40 with projector(s) and other training aids as prescribed by Tata STRIVE
- V. Provide utilities like electricity, water, drinking water for free
- VI. Make washrooms available for both male and female students
- VII. Make office space available to Counsellor for the purpose of career counselling
- VIII. Provide one contact point who could be approached for any support related to this programme

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- has little orientation on the role of students in college premises and actively participating in the programme for their participation
- X. Provide access to the computer labs or other infrastructure to enable delivery of the digital literacy, assessments and activities during the course.

8. Branding

For all the areas where Tata STRIVE and DTET collaborate, there will be joint branding based on mutual agreement. Some of the areas identified are as follows:

- i. Tata STRIVE branding at the ITI campuses where Tata STRIVE Youth Development Module (YDM) is being offered
- ii. Joint branding on certificates, separate from the government certification
- iii. Tata STRIVE branding on Training Materials and Student Handbooks

Both parties confirm and agree that the agreed to terms granted here for use in joint branding is non-assignable, non-transferable, non sub-licensable, restricted to the territory of India and strictly for the purpose of permitted use. The branding guidelines need to be agreed by Govt. of Odisha, Tata STRIVE, Mrs. Bagchi and other funders.

9. Governance Structure

- A. The Parties have agreed to form a Joint Steering Committee comprising of 6 members. The Steering Committee will consist of Mr. Balwant Singh, Director DTET, Mr. Ajay Panda, Deputy Director DTET, Ms. Anita Rajan, COO Tata STRIVE, Mr. _____ (Tata STRIVE), Mr. _____ (ITI Principal), Mr. _____ (ITI Principal).
- B. This Committee will be constituted within 30 days after the execution of this MOU.
- C. The members of the Joint Steering Committee shall select a member among themselves to be the chairman of the Committee who shall chair all meetings.
- D. The Committee shall meet once every quarter to discuss the overall programme implementation. All the 6 members of the Committee shall be present during this quarterly meeting.
- E. The Joint Steering Committee will have the following functions:
- a. Advice, monitor and review the project
 - b. Provide overall governance to the project
 - c. Hold the programme to accountability based on the identified performance indicators
 - d. Address concerns or disputes concerning the various stakeholders
- F. In the event of any concern or lack of agreement on certain terms, the Joint Steering Committee shall have the power to call all the Parties to this Agreement and discuss the issue before communicating its decision in writing. The decision of the Committee shall be taken by consensus by the 6 nominated members of the Committee and shall be final and binding.

10. Commercial

Tata STRIVE is a CSR programme of Tata group hence making profit is not a consideration. However to make the programmes sustainable and scalable Tata STRIVE aims at covering the basic costs.

Total cost of conducting programme for 2 years across 10 ITIs = #####

This cost consists of the following cost heads –

- o Faculty cost for a period of 24 months

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- Programme Coordinator cum senior faculty for a period of 24 months (1 to manage all
- o Operations Cost
- o Content customization and deployment
- o Students Kit
- o Marketing (branding, orientation, guest lectures, counselling, etc.)
- o Certification (including the cost of assessment)
- o Travel and consumables
- o Administrative costs

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Considering the complex nature of the programme, the implementation can be staggered across the 10 ITIs over the next 5 months, subject to parameters like deployment of faculties, adequate resources, availability of required training infrastructure, etc. Thus, to ensure that all the ITIs get to experience the programme for the entire project duration of 2 years, there would be an option to carryover the programme to the 3rd year.

10.1. Payment Schedule

For 1st Year: Total Amount Required = ~~#####~~

Donor	Tranche -1 (Oct 2017)	Tranche -2 (Nov 2017)	Tranche -3 (Jan 2018)	Tranche 4 (June 2018)	Total Amount
Grant from Smt. Susmita Bagchi	#####	#####	#####	#####	#####

For 2nd Year: Total Amount Required = ~~#####~~

Donor	Tranche -1 (Sep 2018)	Tranche -2 (Nov 2018)	Tranche -3 (Jan 2019)	Tranche 4 (June 2019)	Total Amount
Grant from Smt. Susmita Bagchi	#####	#####	#####	#####	#####

Note - ~~#####~~
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10.2 Use of the Fund

The Parties herby agree to use the funds received from Donor exclusively for implementation of the programme. Tata STRIVE will share a fund utilization report every quarter providing details about the usage of the allocated funds for various activities related to the programme. In addition the Parties recognize that the Donor may evaluate or review the programme at any stage to determine whether results are or have been achieved and whether contributions have been used for their intended purpose.

11. Intellectual Property Rights:

TCIT shall retain all right, title and interest in its respective patents, copyrights, trademarks,

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proprietary and/or licensed software, service marks and trade secrets ("Intellectual Property Rights"). No interest whatsoever in the other Party's Intellectual Property Rights is granted by this MOU and use of any Intellectual Property Rights permitted to one party by the other party shall be strictly in terms of this MOU. The Parties shall not license, sell, publish, disclose, display or otherwise make available the Intellectual Property Product Rights of the Products of the other party to any person or entity except as provided in this MOU. No Party shall use the Intellectual Property of the other Party in any manner whatsoever without the prior consent of the other Party or as provided hereunder. Any Intellectual property jointly created by the Parties herein shall be jointly owned by the Parties who are instrumental in the conceptualization and final outcome of the intellectual property.

12. Governing Law and Dispute Resolution:

- This MOU shall be interpreted, construed and enforced in accordance with the laws of India.
- In the event of any dispute between the Parties arising under this MOU (including with regard to the existence, validity or enforceability of this MOU or any provisions hereof), Executive Trustees, designated representatives of ICIT (Tata STRIVE) and Government of Odisha shall use their best efforts to resolve such dispute amicably through discussions between senior representatives of the Parties.
- Any dispute between the Parties as to matters arising under this MOU which cannot be settled amicably within 30 days after receipt by one Party of the other Party's written request for amicable settlement may be submitted by either Party to arbitration in accordance with the provisions set out below.
- The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any amendment or re-enactment thereof and the rules made there under. Each dispute submitted by a Party shall be heard by a sole arbitrator appointed jointly by both the Parties.
- Arbitration proceedings shall be held in Bhubaneswar. The language of any arbitration proceedings shall be English.
- The Courts of Bhubaneswar will have exclusive jurisdiction.

13. Limitation of Liability:

In no event shall DTET, IIT, Odisha Government, Donor be liable for any indirect, special, incidental or consequential damages including but not limited to, loss of profit, loss of revenues or damages to Tata STRIVE or any other Party.

14. Indemnity:

All Parties hereby expressly agree to indemnify, and hold Donor, its officers, agents, and employees indemnified at all times from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, damage to any property, or due to non-fulfilment or non-performance of its obligations under this MOU.

15. Amendments:

Any provision of this MOU may be amended or waived, if and if only such amendment or



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waiver is in writing and signed by all parties hereto

16. Exclusion:
This MOU is on a principal-to-principal basis between the Parties hereto. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee between the Parties hereto or any affiliates thereof or to provide either Party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other Party. Nothing herein binds any Party to enter into any contract or other legally binding commitment with any person/s.

17. Counterparts:

This MOU has been signed in four copies, each of which shall be deemed to be an original, but all of which together shall be one and the same MOU.

18. Termination:

This MOU shall, at the option of either Party, without cause, be terminated by that Party by giving to the other Parties at least 30 days' advance notice in writing in that regard.

19. Confidentiality:

All parties acknowledge the confidentiality of the information which may be exchanged between the parties from time to time a being essential to this MOU and agree not to disclose the same to any outside party. However, each party shall be free to disclose such information as it:

- Part of the public domain at the time of disclosure, or
- Required to be disclosed by official authorities in accordance with the applicable laws.

20. Waiver:

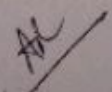
The failure of the Parties to insist, in any one or more instances, on the performance of any obligation or right under this MOU shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

21. Modification:

No modification or amendment to this MOU shall be effective and binding unless and until it is reduced to writing and is executed by the duly authorized representatives of the Parties to this MOU.

22. Force Majeure:

No failure or omission by either Party to carry out or observe or perform any of the terms and conditions of this agreement shall give rise to any claim against such party or be deemed a breach of this MOU if such failure or omission arises from an act of god, act or omission of Government, War or Military operation, accidents, national or local emergency, fire, lightning, explosion, flood, inclement weather, equipment failure or any other cause whether similar or dissimilar outside such Party's control. The Party affected by force majeure shall take steps as are reasonably necessary to remove the causes resulting in force majeure if within its control



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Opabandhu Industrial Training
Institute, Ambaguda, Korapi

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27. Notices

Any notice, request or other communication required to be given under this MOU shall be in writing and be served personally or mailed to the other Party by registered post, addressed to the Parties at their respective addresses that each Party shall provide to the other in writing. Any notice or other communication as above shall be deemed given and received on the date of delivery or on the fifth business day following the day of mailing of the same by prepaid registered mail to the Party to be notified at the addresses set forth:

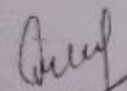
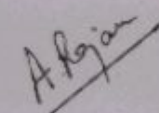
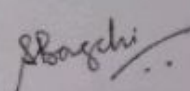
If addressed to

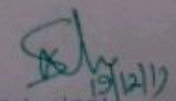
Directorate of Technical Education & Training, Government of Odisha, at Killamaidan, PO-Buxi Bazar, Cuttack-753001..

Smt. Susmita Bagchi, currently residing at SGO 5, Unit 6, Bhubaneswar, Odisha – 751009.

Tata Community Initiatives Trust, Jeevan Bharati, 10th Floor, Tower-1, 124 Connaught Circus, New Delhi- 110 001.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign this MOU on the date first above written.

Signed and delivered by	Signed and delivered by	Signed and delivered by
 (Shri. Balwant Singh, IAS) DTE&T, Odisha, Cuttack (On behalf of Skill Development and Technical Education Department, Government of Odisha)	 (Ms. Anita Rajan) COO, Tata STRIVE (On behalf of Tata Community Initiatives Trust)	 (Smt. Susmita Bagchi) noted Odia Writer and Philanthropist, aged 57 years, and currently residing at SGO 5, Unit 6, Bhubaneswar, Odisha - 751009
Authorized signatory	Authorized signatory	Authorized signatory
WITNESS: Name	WITNESS: Name	WITNESS: Name
Signature	Signature	Signature


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Anpabandhu Industrial Training
Institute, Ambaguda, Koraput.

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Annexure - C

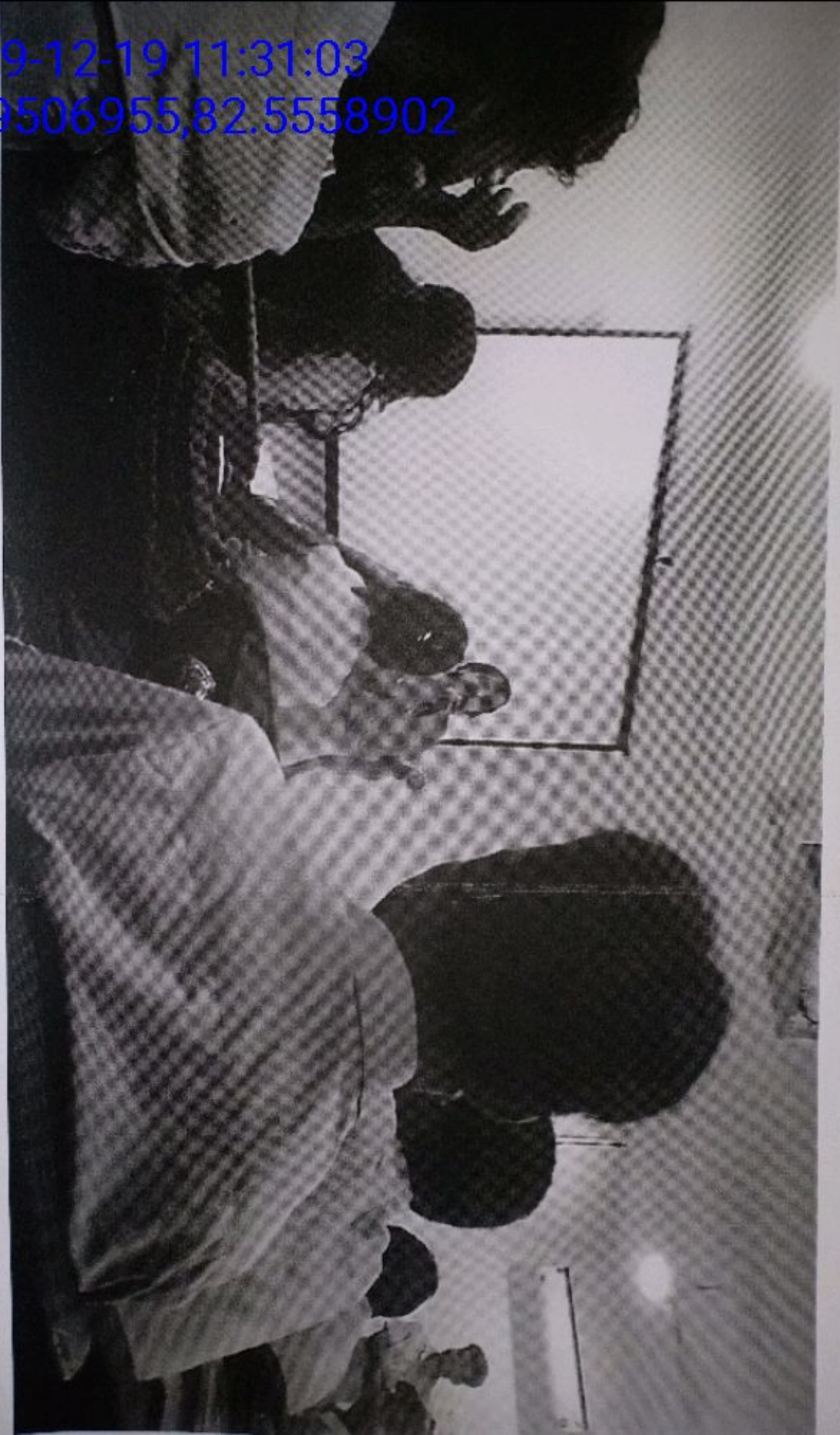
Job Description for Faculty Recruitment

Designation	Tata STRIVE Soft Skills Facilitator
Objective	<ul style="list-style-type: none">- Facilitating 'Employability Skills' Program to students of Industrial Training Institutes (ITIs) across Orissa state.- Delivery of quality training as per defined Tata STRIVE Standards.- Share timely feedback about the training program with relevant stakeholder
Major Deliverables	<ul style="list-style-type: none">• Demonstrate understanding of Employability skills• Use provided teaching materials and procedures as stipulated within the framework to conduct the training sessions• Completing the sessions as per the curriculum framework, and within the stipulated time of the course.• Create and maintain a positive and professional learning environment• Must be a leader that sets the standard and expectations through example in his/her conduct, work ethic, integrity and character• Able to deliver, project and motivate trainees through effective training methodologies both in group and individual classroom dynamics.• Utilize a variety of the training methodologies, techniques, concepts, learning tools, and practices to ensure maximum effectiveness of training delivery, as per the framework provided• Conduct assessments and track effectiveness of learning and provide necessary feedback to students as and when required• Maintain proper & timely records of attendance, assessments and student details on the portal• Coordinate with all stakeholders for smooth implementation of the programme
Working Conditions/Job Environment	<ul style="list-style-type: none">• Manage relationships in a government institution and bring about a positive change• Be flexible in terms of work schedule including weekends, holidays and evenings to accommodate training, monitoring, field work and job based projects• Is creative and can work with limited and available resources• Must be able to travel as needed, local travel would be at own expense.
Essential Skills/ Attributes (Minimum qualifications individual must possess when entering position) - i.e. skillsets, education, certifications, etc.	<ul style="list-style-type: none">• Training experience - proficient in training methodologies• Stakeholder/relationship Management• Dealing with Ambiguity• Systems Thinking - Ability to see a "big" picture• Ability to work in team.• Strong communication skills, both verbal and written.• Knowledge of MS office and web based systems: visual aids, technology• Language Proficiency in English & Oriya
Reporting To	Project Co-coordinator
Locations	Orissa State
Qualification	Graduate/ PG Certified/ Experienced Trainer for Soft Skills
Desired Experience (years)	2 - 5 Years of Soft Skill Training (minimum 1 year experience of working with young adults)
Preferred Sources	Development Sector, Any Industry

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