



# **Government of Jharkhand**

## **Receipt of Online Payment of Stamp Duty**

**NON JUDICIAL**

**Receipt Number :** 883d7a0cf226e56d17c9

**Receipt Date :** 26-Nov-2020 05:54:01 pm

**Receipt Amount :** 100/-

**Amount In Words :** One Hundred Rupees Only

**Document Type :** Agreement or Memorandum of an Agreement

**District Name :** Ranchi

**Stamp Duty Paid By :** ELECTRONICS SECTOR SKILLS COUNCIL OF INDIA AND ULBS

**Purpose of stamp duty paid :** AGREEMENT

**First Party Name :** DIRECTORATE OF MUNICIPAL ADMINISTRATION

**Second Party Name :** ELECTRONICS SECTOR SKILLS COUNCIL OF INDIA AND ULBS

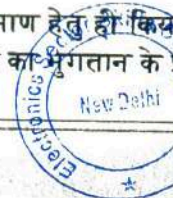
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इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दूसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding {MoU} is entered on 28<sup>th</sup> day of November, 2020 at Ranchi, Jharkhand.

### **BETWEEN**

**Directorate of Municipal Administration, Urban Development And Housing Department, Government of Jharkhand** having its office at 3<sup>rd</sup> Floor FFP Building Dhurwa, Ranchi 834004 {hereinafter called "**First Party**", is projecting its mission DAY-NULM {defined in below in recital} which shall unless repugnant to the context shall mean and include its successors, assignees and administrators}.

**Electronic Sector Skills Council of India** is a non-profit company registered under section 25 of the companies Act 1956 {now section 8 of Companies Act, 2013}, and having its Corporate Office No. 602, Ansal Chambers-II Bhikaji Cama Place, New Delhi-110066 {herein after called "**Second Party**" which shall unless repugnant to the context shall mean and include its successors, assignees and administrations}.

**And**

**Urban Local Body (Jamshedpur NAC, Adityapur, Kapali, Mango, Jugsalai, Dhanbad, Chirkunda, Deoghar, Madhupur, Basukinath, Saheganj, Barharwa, Medininagar, Garhwa, Majhion, Bishrampur, Chhatarpur, Hariharganj, Ranchi, Giridih)** (hereinafter called "**Third Party**"), under Deendayal Antyodaya Yojana-National Urban Livelihoods Mission (DAY-NULM) is the ULB mandated to implement ESTP component for the urban poor in the respective ULB.

**DMA, Electronic Sector Skills Council of India** and ULB/s are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".





**WHEREAS, Deendayal Antyodaya Yojana-National Urban Livelihoods Mission {DAY-NULM}** is an urban livelihoods mission & a strategic program of MoHUA, which aims to reduce poverty and vulnerability of the urban poor households by enabling them to access gainful self-employment and skilled wage employment opportunities, resulting in an appreciable improvement in their livelihoods on a sustainable basis, through building strong grassroots level institutions of the poor. The mission also aims at providing shelters equipped with essential services to the urban homeless in a phased manner. In addition, the mission addresses livelihood concerns of the urban street vendors by facilitating access to suitable spaces, institutional credit, social security and skill to the urban street vendors for accessing emerging market opportunities.

**WHEREAS, ESSCI (Name of SSC)** shall function as Project Implementing Agency {PIA} through this MoU as it was established with a Purpose to ensure the Skilled and Certified Manpower, in adequate numbers, is provided across industries using Electronics Skills.

**WHEREAS, ULB/s** {wherein "ULB/s" would refer to Urban Local Body of Jharkhand, where DAY-NULM is under implementation}, are active partners in implementation of **DAY-NULM**;

**AND WHEREAS** the Parties represent that they have full power and authority to enter into this MoU and perform the agreed services, and have the necessary authorization to perform their respective obligations under this MoU. Further, Parties express their willingness and agree to cooperate by recognizing the importance of commercial and social development of the urban poor of India and are desirous to provide the benefits and support to stakeholders i.e. various Electronics Sectors ULBs, and **Training Centers** {herein after referred to as "TPs"}, with a focus on strengthening the skill trainings and generating employment opportunities in the sector for the urban poor. The ULB-wise training targets as per available training capacities are indicated in **Annexure IV**.

**NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND OTHER OBJECTIVES MENTIONED HEREIN, THROUGH THIS MOU DMA, ELECTRONIC SECTOR SKILLS COUNCIL OF INDIA AND CONCERNED ULBs WISH TO RECORD THEIR INTERESTS AS FOLLOWS:**

**1. BACKGROUND:**

**1.1** In an endeavor to alleviate urban poverty in India, Ministry of Housing and Urban Affairs (MoHUA) through Deendayal Antyodaya Yojana-National Urban Livelihoods



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Mission (DAY-NULM), has adopted a multipronged approach for employment generation and livelihoods support for the urban poor. The DAY-NULM is focusing on there critical pathways to alleviate urban poverty and income enhancement of urban poor namely (a) social mobilization and institution building through SHG and federation; (b) employment generation by imparting market relevant skills for emerging urban economies and (c) credit support to set up enterprises under the self-employment program. DAY-NULM is a Centrally Sponsored Scheme (CSS).

1.2 The skill training programs for urban poor are implemented under the Employment through Skill Training and Placements (ESTP) component of DAY-NULM.

1.3 **Electronic** Sector skill council of india (ESSCI) shall function as Project Implementing Agency (PIA) and implement the skill training through training centers associated for the purpose of this MoU.

2. DMA, **Electronic** Sector skill council of india (ESSCI) and ULBs by executing this MoU are agreeing to provide Skill training and employment to identified candidates, who are willing to work in Electronics Sector.

3. DMA and ULB/s under guidance of DAY-NULM undertake the deliverables, as outlined under Annexure II.

4. **Electronic** Sector skill council of india (ESSCI) shall function as Project implementing Agency {PIA} and implement the skill training through training centers associated for the purpose of this MoU. **Electronic** Sector skill council of india (ESSCI) shall undertake deliverable as outlined in **Annexure-III**.

5. Skill training, certification, assessment, placement by **Electronic** Sector skill council of india (ESSCI) and payment will be done by DMA/Through PAISA Portal as per Employment Through Skill Training & Placement {EST&P} guidelines {available at [www.nulm.gov.in](http://www.nulm.gov.in)} **Electronic** Sector skill council of india (ESSCI) will make payment to the training centers as per EST&P guidelines.

6. This MOU shall come into force from date of execution and remain in force for a period of 12 months thereafter {"Term"}, unless renewed by mutual consent of Parties in writing.

7. The Parties agree that this MoU can be terminated on the ground of non-compliance of the agreed terms under this MoU by either Party or by mutual consent or by giving a notice of 30 days to the other Party, without providing any reason.

8. Any alternation or modification in terms of this MoU can only be on mutually agreed terms and conditions in writing by way of addendum and only become



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effective on signing by authorized representatives of each Party on such addendum.

9. All right, title and interest in the respective trademarks, trade names, services marks, logos, materials and formats shall lawfully belong solely and exclusively to the respective Parties and no other Party shall claim adversely to or challenge the rights of the lawful owner with respect to other's intellectual property rights. the parties agree that no logos shall be used without the permission of its owner.
10. Parties agree to hold information such as trade secret, skill training module and such information which has specifically marked as confidential provided by the other Party by virtue of this MOU, in strict confidence, and not to release or divulge to any third Party without intimation to other party unless it is generally known or available to.
11. The validity, interpretation, implementation and resolution of disputes arising out of or in connection with this MOU shall be governed and construed by the laws of India. The Parties agree that all matters arising out of this MoU shall be subject to the exclusive jurisdiction of the courts or tribunals {as the case may be} at Ranchi, Jharkhand. If a dispute, controversy or claim arises out of or relates to this MoU, or breach, termination or invalidity thereof, and if such dispute, controversy or claim cannot be settled and resolved through negotiation either by senior nominated members or the Authorized representatives of both the Parties within a period of 60 days from dispute date, in case the issue or claim is not resolved in good faith then same shall be referred to and finally resolved by arbitration seated in Ranchi in accordance with the Arbitration and Conciliation Act, 1996, and the amendments thereto.

## 12. General Terms & Conditions

- a. **Additional Documentation:** Each Party hereto shall promptly execute and deliver such additional documents as are reasonably required by any other Party hereto for the purpose of implement this MoU, provided that no such document shall be inconsistent with the provisions that no such document shall be inconsistent with the provisions hereof.
- b. **Notices:** All notices to any Party shall be in writing properly addressed to the address mentioned on the first page with Party's name or to such other address as may be provided from time to time by a Party, by registered post and mail or courier. Any such notice sent by registered mail or courier shall be deemed to have been received by the other Party within 48 {forty eight} hours from the time of its posting.



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- c. **Severability:** The illegality or invalidity of any part of this MoU shall not be deemed to prejudice the enforceability of the remainder, which shall be severable from there from unless such illegality or invalidity of such part is material to this MoU. Deliverables, as outlined under **Annexure-II**.
- d. **Third Parties:** Except as expressly provided herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person other than the Parties hereto and their successors or permitted assigns, any rights, benefits or remedies of any kind whatsoever under or by reason of this MoU.
- e. **Indemnity:** Electronic Sector skill council of india (ESSCI) shall at all times defend, indemnify and hold DMA and ULB/s its employees {collectively, the "Indemnified Parties"}, harmless from and against any claims, demands, loss, damage or expense arising out of or due to non-performance of the obligations or non-compliance of the provisions of this MoU by IASC, without limitation, claims for personal injury, death or damage to property or other demands; or any alleged violation by the Indemnifying Party of any law, statute, regulation or ordinance.

**IN WITNESS WHEREOF THE PARTIES TO THIS MOU HAVE EXECUTED IT ON THE DAY AND YEAR FIRST HEREIN MENTIONED.**

  
28/11/2020

**Director,** विजया जाधव  
निदेशक  
Directorate of Municipal Administration  
UD&HD, Government of Jharkhand.

  
28/11/2020

**Mr. PIYUSH CHAKRABORTY**

(Vice-President)  
Address: No. 602, Ansal Chambers-II  
Bhikaji Cama Place, New Delhi-110066

MC/DMC,RMC,

SO,JNAC

AMC, ADITYAPUR MC

कर्मचारी कक्षाधिकारी  
नगर परिषद कपाली

EO, MANGO

EO, JUGSALAI

MC/DMC, DHANBAD

EO, CHIRKUNDA

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धनबाद नगर निगम

MC, DEOGHAR EO, MADHUPUR EO, BASUKINATH EO, SAHEBGANJ

EO, BARHARWA MC, MEDININAGAR EO, GARHWA EO, MAJHION

EO, BISHRAMPUR EO, CHHATARPUR EO, RAJMAHAL

MC/DMC, GIRIDIH

Place: Ranchi, Jharkhand

Dated: .....28/11/..... 2020

**WITNESSES:**

(First Party)

Name: Mammi Mukant Surin

Address: Adityapur / Kapali

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cum

(Second Party) ESSCI

Name: Saba Nagishband

Address: No.602, Ansal Chambers

-II Bhikaji Cama Place, New

Delhi-110066



(Third Party)

Name: (Cum, Mammi)

Address: \_\_\_\_\_

\_\_\_\_\_

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मालक पदाधिकारी

Add. Municipal Comm.

Municipal Corporation Adityapur



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## ANNEXURE I

## TRAINING TARGETS

## TARGETS:

## For Training and Certification:

- a. 45 batches for skill training in the following 06 job roles (Field Technician-Computing and Peripherals/Installation Technician-Computing and Peripherals/CCTV Installation Technician/Field Technician-OHA/Field Technician-Networking and Storage/DTH Set top box installation & Service Technician/Mobile Phone Hardware Repair Technician, etc) will be formed for approximately 1336 DAY-NULM beneficiaries:
- b. Appropriate efforts will be taken by **Electronic** Sector skill council of india through the identified training centers to encourage training of the women beneficiaries under this initiative. It will be desirable to achieve at least 30% of trained beneficiaries as women, wherever available.

## For Placement

- a. The prescribed placement percentage (s) under the EST&P guidelines (available at [nulm.gov.in](http://nulm.gov.in)) shall be the targets under this MoU.

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Jamshedpur



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Municipal Corporation Adityapur

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## ANNEXURE II

### DELIVERABLES BY DMA

1. **The deliverables of DMA are as follows:**
  - a) DMA will identify ULB/s in collaboration with SSC for the implementation of this initiative.
  - b) DMA shall recognize **Electronic** Sector skill council of india as PIA and create necessary login credential for accessing MIS.
  - c) DMA shall allocate targets & issue work order under the job roles mentioned in **Annexure-I** to the **Electronic** Sector skill council of india. ULB-wise targets for batch creation are at **Annexure-IV**.
  - d) DMA shall provide necessary mobilization support to the Training centers under this initiative.
  - e) DMA shall monitor the implementation progress and target achievement under this initiative.
  - f) DMA shall make payment of admissible cost for the skill training to SSC as per EST&P guidelines.

2. **The deliverables of ULB are as follows:**

- a) ULB shall provide necessary mobilization support to the Training providers under this initiative.
- b) ULB shall Monitoring of the implementation progress and target achievement under this initiative.
- c) ULB shall identified & counsel the suitable unemployed urban youth, SHGs members based on their qualification aspirations, IGA, mobility etc and provide the candidates to the training centers.
- d) ULB shall ensure distribution of uniform, training materials etc to the candidates by training providers.
- e) ULB shall Monitoring the daily attendance of the trainees in training centers.

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नगर परिषद कसगली

SSC  
Jamshedpur  
Jamshedpur

304, Municipal Commission  
Municipal Corporation Khatyapur



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**DELIVERABLES BY Electronic Sector skill council of india**

The deliverable of **Electronic Sector skill council of india** as PIA under this MoU are as follows:

- a. **Electronic Sector skill council of india** shall strive to create a viable ecosystem to develop a skilled Electronics Sector workforce to narrow the existing gap between demand and supply.
  - b. **Electronic Sector skill council of india** shall register itself in DAY-NULM MIS as 'Training Provider' through the credentials provided by the DMA.
  - c. **Electronic Sector skill council of india** shall provide ULB-wise list of training centers in the allocated job roles as mentioned in Annexure-I along-with their capacities.
  - d. **Electronic Sector skill council of india** agree and undertake to comply with all the instructions or directions issued from time to time in relation with the deliverable under this MoU and furnish progress report to DAY-NULM about the execution and implementation of training and other necessary information, as agreed under the terms of this MoU.
  - e. **Electronic Sector skill council of india** shall prepare ULB-wise DAY-NULM training centers in consultation with concerned ULBs.
  - f. **Electronic Sector skill council of india** shall be responsible for the overall implementation and achievement of the targets, outcomes as indicated in **Annexure I**.
  - g. **Electronic Sector skill council of india** shall conduct assessment of candidates through independent 3<sup>rd</sup> party assessors and issue **Electronic Sector skill council of india Skills Council Skill certificates** (format of which shall be mutually agreed) as per Level of skills as acquired & assessed.
  - h. **Electronic Sector skill council of india** shall ensure that the skilled workforce would be certified on the basis of the QP's/NOS which are the current prevalent industry standards for Electronics Sector in India.
  - i. **Electronic Sector skill council of india** shall conduct due diligence/Audit of Training Centers, where training will be conducted and facilitate capacity building programs such as Training of Trainers (ToT) for the participating training service providers, so as to achieve the purpose of the MoU.
- Electronic Sector skill council of india** shall generate ULB-wise invoice for receiving the payment of skill training from DMA. **Electronic Sector skill council of india** shall endeavor to align employers with training service providers as means of support to enable placement of the Trained Beneficiaries.

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- k. **Electronic** Sector skill council of india agree in-principle to achieve 100% placement for the trained candidates under the skill training programs and undertakes to at least 70% placement (wage employment/self-employment) in terms of the EST&P guidelines.
- l. **Electronic** Sector skill council of india will ensure that indentified training centers under this initiative, will comply with all applicable laws including labour laws and also furnish the proofs of employment such as wages and wage increment (applicable to Short Term Training Program) to the ULB/s as per EST&P guidelines.
- m. **Electronic** Sector skill council of india will ensure the timely and accurate data entry of the training batches in the DAY-NULM MIS.
- n. **Electronic** Sector skill council of india will ensure the delivery of the soft skills training programs under this initiative. Also, **Electronic** Sector skill council of india will explore and implement higher duration soft skills modules, than proposed in the Qualification Packs (QPs), for the beneficiaries, wherever applicable, in agreement with MoHUA.
- o. **Electronic** Sector skill council of india shall ensure distribution of uniform, ID cards, Timetable and Training material to be handed over to the trainees within 10 days after commencement of the training.

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