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Unique Doc. Reference	:	SUBIN-KAKAGCSL0871011076548387Y
Purchased by	:	TOYOTA KIRLOSKAR MOTOR PVT LTD
Description of Document	:	Article 5(J) Agreement (in any other cases)
Property Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	RDSDE KARNATAKA
Second Party	:	TOYOTA KIRLOSKAR MOTOR PVT LTD
Stamp Duty Paid By	:	TOYOTA KIRLOSKAR MOTOR PVT LTD
Stamp Duty Amount(Rs.)	:	500 (Five Hundred only)

G SEVA KENDRA VIJAYANAGAR BRANCH Authorized Signatory

Please write or type below this line

Memorandum of Understanding

For

Undertaking Skill Development Activities Under Provision of Flexi MoU Scheme

This Memorandum of Understanding ("MoU") is entered on the 7th October 2026 at Bangalore

07/10/26

क्षेत्रीय निदेशक / REGIONAL DIRECTOR
राष्ट्रीय कौशल प्रशिक्षण संस्थान
National Skill Training Institute
डी.जी.टी.,एम.एस.डी.ई.,भारतसरकार
D.G.T., M. S.D.E., GOVT. OF INDIA

TOYOTA KIRLOSKAR MOTOR PVT. LTD.

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3. In case of any discrepancy please inform the Competent Authority.

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Between

RDSDE Karnataka, FTI Campus, Outer Ring Rd, Raja Industrial Estate, Yeswanthpur, Bengaluru, Karnataka 560058 on behalf of Directorate General of Training, Ministry of Skill Development & Entrepreneurship, Government of India (hereinafter referred as DGT) having its office at Directorate General of Training, Ministry of Skill Development & Entrepreneurship, 7th Flor, Kaushal Bhawan, New Moti Bagh, New Delhi -110023.

AND

Toyota Kirloskar Motor Pvt. Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at Plot No.1, Bidadi Industrial Area, Bidadi, Ramanagara, Karnataka, India Pin – 562109, represent by its authorized signatory (herein after called "TKM" or "ITP" , which term shall mean and include its successors, representatives and permitted assigns of the First part).

Whereas -

1. The parties hereto mutually agree to enter a MoU for undertaking skill development activities under provision of the Flexi-MoU Scheme ("Scheme") of Ministry of Skill Development & Entrepreneurship ("MSDE") (Scheme Guidelines are annexed as Schedule - I to this MoU).

2. The DGT under the aegis of MSDE is the apex organisation for development and coordination at National level programmes relating to long term Vocational Training and Employment Services including the Flexi-MoU Scheme.

3. MSDE introduced the concept of Flexi -MoU in the year 2014 and policy guidelines for the same were implemented vide letter dated 31st July 2014, which were later revised on 18th June 2024 vide letter reference no. MSDE (DGT)-19/12/2022-CD (E 55177).

4. Flexible Memorandum of Understanding or Flexi-MoU Scheme is designed to cater the need of both industry as well as trainee, allowing industries to train candidates as per their skill set requirements and providing trainees with an industry environment aligned with market demand and latest technology to undergo training. The scheme gives the industry the

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flexibility to create tailored skilling programmes with customized courses, having content and curriculum that is market relevant and meets the industry requirements.

5. TKM has entered into MoU dated 09.10.2020 with DGT and later renewed Vide letter No. MSDE (DGT)-19/05/2022- CD dated 05.10.2023 which is valid till 08.10.2026.

6. TKM has established Toyota Technical Training Institute (TTTI) to train and develop bright talents from the rural areas of Karnataka. TTTI provides world-class skill training to youth from economically weaker sections of society in rural Karnataka and proposing to offer a comprehensive 3-year program focusing on holistic development, including Knowledge, Skill, Body & Attitude of Trainees with a structure to ensure highest standard of education. curriculum offers a unique blend of complete learning experience, along with basic subjects, recreational activities and comprehensive training on Automobile Assembly, Automobile Paint, Automobile Weld, Mechatronics, and Fitter and hence has approached DGT for signing / renewing Memorandum of Understanding under the Flexi-MoU and conduct skill development activities as an Industry Training Provider (ITP). This MoU shall help cater to development of skilled resources for (a) Sector / Area of work (b) Manufacturing Units (c) First time entrepreneurs.

7. DGT is pro - active in transforming country's youth into industry ready workforce. In its quest to be an enabler of market relevant skilling activities and sustainable / inclusive Skill Development, DGT intends to sign this MoU with TKM.

8. TKM fulfils the eligibility criteria as laid down in section 4(i) of Guidelines on Flexible Memorandum of Understanding (Flexi MoU) June 2024 (copy attached).

I. Objective:

DGT and TKM have mutually agreed to enter a Memorandum of Understanding with following objectives:

a) Provide an opportunity to the youth to acquire skills related to automobile and manufacturing industry through 'Learn and Earn' approach consisting of a mix of

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theoretical and On-the-job Training ("OJT") components and hence improve their employment potential.

b) To contribute to the overall growth of Automobile and Manufacturing industry by creating a pool of skilled manpower.

II. **Role of DGT:**

a) Create awareness about Flexi-MoU Scheme among all the stakeholders within the skill ecosystem and regularly publish list/details of new MOUs signed with Industrial Training Partners on scheme portal.

b) Review and approve curriculum and content developed by ITP i.e. TKM for courses/training to be conducted under this MoU.

c) Create provision on DGT/scheme portal for registration of ITP, uploading trainee details, registration for online/computer-based exams, issuance of admit card, uploading of formative assessment marks, marksheet generation and issuance of e- Certificate.

d) Provide credentials and access to the portal for ITP's trainees and other stakeholders.

e) Issue Admit Cards and conduct theoretical exams for enrolled candidates.

f) Issue e-NTC (National Trade Certificate) to successful candidates.

III. **Role of Industry Training Partner (ITP), TKM**:

a) Identify the Industry needs, ensuring that the course curriculum has high employment potential.

b) Develop tailored courses and curriculum as per industry requirements and get the same approved by DGT (Proposed tentative course is attached herewith as Annexure I).

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c) Fulfil infrastructure requirements of the course i.e. space norms such as classroom, workshop, training centre and basic amenities in training wing, access to IT lab along with faculty.

d) Provide access to machinery, equipment and technology required for training.

e) Provide qualified Trainers, Supervisors and Support staff for classroom training, and industry training.

f) Conduct the mobilization and trainee selection process as per selection criteria laid down by Industrial training Partner itself. Upload details of trainees selected on scheme portal.

g) Conduct in-house assessment and award marks for practical and formative assessment.

h) Upload formative and practical examination marks of candidates on scheme portal.

i) Facilitate for theory exam to be conducted by DGT, including examination fee payment as actual or as decided by DGT for the same.

j) Orient the trainee at the time of admission regarding discipline, attendance, leave and other rules and regulations as applicable to industry. It is advisable that candidates are informed in writing about the terms and conditions of the industry where they are to undergo training to avoid any sort of complications later.

k) Provide placements to at least 50% of successful trained candidates under the MoU, within the company's network or with third parties, permanent or temporary, as per scheme guidelines.

l) Adhere to health and occupational safety norms for the course and industrial segment. In case of hazardous industries, before signing the MoU, enterprise shall disclose the conditions (in consultation with DGT & State Directorate) like minimum age and level of medical fitness (e.g., colour blindness), etc. as per the industrial safety norms applicable in

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the industry. ITP should ensure that the trainees are provided all necessary safety equipment and instructions before commencement of the training.

m) ITP shall create an internal committee for managing trainee grievance similar to the provisions made for regular employees of ITP.

n) The ITP must train a minimum of 100 trainees per annum.

o) The ITP shall follow Flexi-MOU guidelines issued by DGT and/or any modifications /notifications to same issued from to time by DGT.

IV. **Validity**

The MoU shall remain valid for **ten years** from 8th October 2026 to 7th October, 2036. It may be **extended in slots of five years** subject to mutual written agreement between the Parties, based on satisfactory outcomes in enrolments, learning, and placements.

V. **Confidentiality**

Each Party hereby agrees that it shall use the confidential Information and all other data solely for the purposes of this MoU and shall not disclose the same to any third party, without the other Party's prior written consent of the other party.

VI. **Arbitration**

In the event of breach of this MOU, the DGT and TKM shall make reasonable efforts to reach and amicable settlement thereof. If they cannot reach an amicable settlement all disputes arising in connection with this MoU thereof, the same shall be referred to Secretary, Ministry of Skill Development & Entrepreneurship. The decision of Secretary, Ministry of Skill Development & Entrepreneurship shall be final and binding on both parties. The city of arbitration shall be New Delhi, India.

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VII. **Termination Of MOU**

Either Party may terminate this MoU by providing three (3) months' written notice, as outlined in the Flexi-MoU Guidelines. However, such termination shall not affect candidates already enrolled under the Scheme.

VIII. **Other Conditions**

1. Each Party agrees that the other Party's logo may be used in promotional documents related to training activities under this MoU, but not for any commercial purposes.

2. Any amendment or change in the scope of work or terms of engagement under the MOU shall be made only with mutual written consent.

3. It is clarified that parties shall mutually discuss and consult each other for any provision arising out of this MoU in order to identify and decide upon the manner in which the activities are to be done. Parties will agree upon their role and related activities from time to time by way of exchanging letters or E-mails.

4. **Severability:** If any provision of this MoU is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this MoU, and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereto agree to use their reasonable efforts to negotiate a valid or enforceable provision which achieves to the greatest extent possible the objectives of the invalid or unenforceable provision as a substitute for any such invalid or unenforceable provision.

5. **Force Majeure:** No Party hereto shall be liable for any delay or failure to comply with its obligations under this MoU that is caused by circumstances beyond its reasonable control. Non- exhaustive illustrations of such circumstances are war, riots, explosions, abnormal weather conditions, fire, flood, earthquakes or similar natural calamity, nation-wide or regional strikes and lockouts, pandemic, lockdowns, Government action or regulation and nation-wide or regional power failures.

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6. In Witness whereof, the parties hereto have executed this MoU by their duly authorized officers or representatives.

For and on behalf of DGT	For and on behalf of TKM
Shri G C Rama Murthy Regional Director RDSDE Karnataka DGT, MSDE 07/10/26 क्षेत्रीय निदेशक / REGIONAL DIRECTOR राष्ट्रीय कौशल प्रशिक्षण संस्थान National Skill Training Institute डी.जी.टी.,एम.एस.डी.ई.,भारतसरकार D.G.T., M. S.D.E., GOVT. OF INDIA तुमकुर रोड/ Tumkur Road बेंगलूरु - 560022.	TOYOTA KIRLOSKAR MOTOR PVT. LTD. ★ TOYOTA Mr. Hiroki Ando Vice President HR- Services Toyota Kirloskar Motor Pvt Ltd.
Witness I: Naina Nagpal 07/10/26 Name: Naina Nagpal, DD Location RDSDE Bengaluru, Karnataka	Witness II: Name: LOHITH KUMAR KJ. Location RDSDE Bengaluru

Annexure I

List of Proposed Courses / Trades to be run by TKM under Flexi MoU:

SL No.	Name of the Course	Course Duration
1	Assembly Technician (Automotive)	2 years
2	Automotive Paint Technician	2 years
3	Automotive Weld Technician	2 years
4	Mechatronics Technician	2 years
5	Automotive Quality Inspection Technician	2 years
6	Automotive Logistics Technician	2 years

Remarks / Notes:

- All proposed courses will be NSQF aligned.
- This is an indicative list. Actual courses / names of courses may vary and shall be finalized with the consent of DGT.

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