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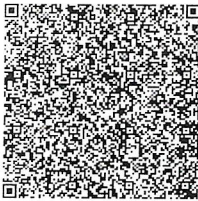
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Second Party : Hero Moto Corp Limited Haridwar
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Memorandum of Understanding

For

Undertaking Skill Development Activities Under Provision of Flexi MoU Scheme

Between

Regional Directorate of Skill Development & Entrepreneurship (RDSDE) Uttarakhand,

Directorate General of Training

Ministry of Skill Development & Entrepreneurship, Govt. of India

AND

Hero MotoCorp Limited, Haridwar, Uttarakhand

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Hero MotoCorp Ltd.
Plot No.-3, Sector-10, IIE Roorkee
(SIDCUL) Haridwar-249403
Uttarakhand (India)

This Memorandum of Understanding ("MoU") is entered on the..... at New Delhi.

Between

Regional Directorate of Skill Development & Entrepreneurship (RDSDE) Uttarakhand, Directorate General of Training, Ministry of Skill Development & Entrepreneurship, Government of India (hereinafter referred as "**DGT**") having its office at Kaushal Bhavan, Chanakyapuri, New Moti bagh, New Delhi – 110023;

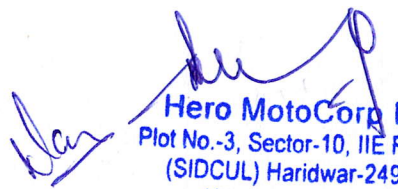
AND

Hero MotoCorp Limited, a company incorporated under provisions of Companies Act, 1956 (hereinafter referred to as "**HMCL**") having its registered office at the Grand Plaza, Plot No.2, Nelson Mandela Road, Vasant Kunj, Phase-II, Delhi – 110070 and Plant also at Plot No. 3, Sector -10, IIE, Sidcul, Haridwar - 249403, Uttarakhand, India (PAN No. AAACH0812J and CIN No. L35911DL1984PLC017354);

"**DGT**" and "**HMCL**" are individually referred to as "**Party**" and collectively as "**Parties**".

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) ("**Flexi-MOU Guidelines**").
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 flexibility to create tailored skilling programmes with customized courses, having content and curriculum that is market relevant and meets the industry requirements.


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5. HMCL is a leading company in the manufacturing, marketing and sale of two-wheelers, automobiles, components, and providing associated services and solutions in India. HMCL also operates a technical training center under the name of "Gurukul", where it offers technical training programs to individuals in relation to the automotive industry. These training programs are certified by recognized bodies such as the Automotive Skills Development Council and the Ministry of Skill Development, Government of India.
6. HMCL has approached DGT for signing Memorandum of Understanding under the Flexi-MoU and conduct skill development activities as an Industry Training Provider (ITP).
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 HMCL.
8. HMCL fulfils the eligibility criteria as laid down in section 4(i) of Guidelines on Flexible Memorandum of Understanding (Flexi MoU) June 2024 (copy attached).

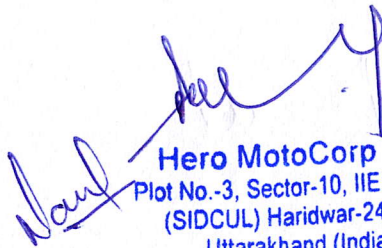
I. Objective:

DGT and HMCL 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 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 ("ITPs") on scheme portal.


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- b) Review and approve curriculum and content developed by HMCL for courses/training to be conducted under this MoU.
- c) Create provision on DGT/scheme portal for registration of ITPs, uploading trainee details, registration for online/computer-based exams, issuance of admit card, uploading of formative assessment marks, mark sheet generation and issuance of e- Certificate to trainees.
- d) Provide credentials and access to the portal for 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), HMCL

- 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).
- 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 HMCL 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.


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- i) Facilitate for theory exam to be conducted by DGT for trainee candidates. including examination fee payment.
- j) Orient the trainee at the time of admission regarding discipline, attendance, leave and other rules and regulations as applicable to HMCL
- 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. ITP should ensure that the trainees are provided all necessary safety equipment and instructions before commencement of the training.
- m) HMCL shall create an internal committee for managing trainee grievance similar to the provisions made for regular employees of HMCL.
- n) HMCL must train a minimum of 100 trainees per annum.
- o) HMCL shall follow Flexi-MOU guidelines issued by DGT and/or any modifications /notifications to same issued from to time by DGT ("Guidelines").

IV. Validity

The MoU shall remain valid for 10 (ten) years from the date of signing. It may be extended in slots of 5 (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. Termination Of MoU



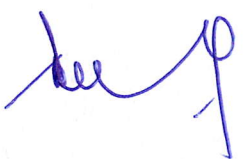
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Either Party may terminate this MoU by providing three (3) months' written notice, as outlined in the Flexi-MoU Guidelines. However, such termination shall not affect candidates already enrolled under the Scheme.

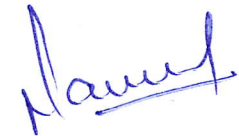
VII. Other Conditions

- a) Any amendment or change in the scope of work or terms of engagement under the MoU shall be made only with mutual written consent of the Parties.
- b) 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 between authorized representatives of the Parties.
- c) 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.
- d) 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.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS MOU BY THEIR DULY AUTHORIZED OFFICERS OR REPRESENTATIVES.



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For and on behalf of DGT  क्षेत्रीय निदेशक / Regional Director (I) क्षेत्रीय कौशल विकास और उद्यमशीलता निदेशालय (आर.डी.एस.डी.ई.) उत्तराखण्ड Regional Directorate of Skill Development & Entrepreneurship (RDSDE), Uttarakhand प्रशिक्षण महानिदेशालय (डी.जी.टी.) Directorate General of Training (DGT) भारत सरकार / Govt. of India RDSDE Uttarakhand, DGT (MSE)	For and on behalf of Hero MotoCorp Limited  Hero MotoCorp Ltd. Plot No.-3, Sector-10, IIE Ranipur (SIDCUL) Haridwar-249403 Uttarakhand (India) Pankaj Bhatt – HR Head HM3H
Witness I:  SAKET KUMAR Name: Location	Witness II:  Name: Navdeep Chauhan – Section Head Technical Training, HMCL, Haridwar Location – Haridwar

Annexure I

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

S.No.	Name of the Course	Course Duration
1	Two Wheeler Assembly & Quality Technician	2 Years
2	Automotive Service & Diagnostic Technician	2 Years

Remarks / Notes: 2

- 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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