## Memorandum of Understanding

Between

## National Skill Training Institute (NSTI), Bengaluru

And

M/s Nash Industries (I) Pvt. Ltd., Pennya, Bengaluru

Under "Dual System of Training " in WELDER

### A. Objective

This MOU dated 25<sup>th</sup> April 2022 is for collaboration between the parties to support the implementation of "Dual System of Training"

## **B. Description of Parties**

National Skill Training Institute, located at Outer Ring Road, Off: Tumkur Road, FTI Circle, Bengaluru, Karnataka - 560022, (hereinafter referred to as the NSTI) acting through its authorized representative (which expression shall mean and include successors in office).

#### And

M/s Nash Industries (I) Pvt. Ltd. Bengaluru, (hereinafter referred to as the Industry Partner) located at No. No 236-237/2, 8th Main Road, 3rd Cross, 3rd Phase, Peenya Industrial Area, Bangalore - 560058 Karnataka, acting through its authorized representative (which expression shall mean and include successors in office).

#### C. Background and Purpose

Directorate General of Training (DGT), Ministry of Skill Development & Entrepreneurship (MSDE) is responsible for co-ordination of all Skill Development efforts across the country, removal of disconnect between demand and supply of skilled manpower, building the vocational and technical training framework, skill up-gradation, building of new skills, and innovative thinking not only for existing jobs but also jobs that are to be created.

NSTIs are training institutes which offer a range of Vocational / Skill training courses covering a large number of economic sectors with an objective to provide skilled work force to the industry as well as self-employment of youth. The training courses have been designed to impart basic skills and knowledge in the trades so as to prepare the trainee for employment as a semi-skilled worker or for self-employment.

To bridge the disconnect between NSTI trainees' learning outcomes and the industry requirements, the Ministry of Skill Development & Entrepreneurship (MSDE) introduced the scheme of "Dual System of Training" (DST) w.e.f. August 2016 session. Objective of DST scheme is to enable industries and establishments to partner with Government and Private ITIs for conducting training programmes under high employability courses so as to fulfill their skilled manpower requirements. The DST is an amalgamation of theoretical training imparted through NSTIs and practical training imparted through the industries. DST helps enable industry linkages and provide hands on experience to students on industries latest /updated technologies.

Under the DST scheme, the courses are conducted to meet the skilled workforce requirements of industry so that after completion of training, the trainees who are awarded National Trade Certificate (NTC) under the scheme have an edge over regular ITI pass outs in terms of employability and employment opportunities in the industry.

NSTIS conducts courses under DST scheme in identified courses under **Craftsman Training** Scheme (CTS). This MoU is for one of the courses under CTS. "Welder" trade and will have seating capacity of 20.

SL No.	Schemes	Seating Capacity	Allotted strength to Industry Partner
1	Craftsman Training Scheme (CTS) - WELDER	20	01

The above trainees will be trained by M/s Nash Industries Pvt. Ltd., Bengaluru and assured with below mentioned areas:

SL No.	Areas	Allotted Strength to Industry Partner
1	Fabrication	01

### D. Admission details:

The admission of the trainees for the scheme shall be all India basis under Craftsmen Training Scheme (CTS)-DST. Upon selection of trainees/ batches by the Industry Partner. DST flag would be enabled in DGT MIS portal for those trainees. For each student, the name of Industry Partner(s) along with planned duration of training in Industry(s) should also be uploaded on the portal.

The NSTI must ensure at the time of admission that trainees are aware of the industry expectations in terms of eligibility, minimum age, physical fitness, discipline, timings, punctuality and necessity to fulfil such criteria as per industry requirements.

#### E. Duration of Training

Overall duration of training shall be as per the course curriculum. The duration of Industry Training and NSTI Training shall be as per DST guideline as below:

SI. No.	Duration of course / trade	Over all Duration	Duration of Training at NSTI	Duration of Training at Industry Partner
	1 year	12 Months	06-09 Months	06-03 Months

## F. Curriculum, Assessment & Certification

- All these courses shall be NSQF aligned.
- Examination pattern for DST shall be same as that for regular CTS trade and in accordance with the notification dated 4<sup>th</sup> Oct. 2018 vide implementation order no. MSDE (-18011/DGT/2017-TTC (Pt. III)).
- Trade Practical Examination shall be done by NSTI only.
- Formative assessment shall be done by both NSTI and the Industry Partner with equal weightage in each year regardless of duration of Industry training.
- NSTI shall be responsible for uploading of overall formative assessment marks including that awarded by the Industry Partner.
- In case 'Industry Training' is done in more than one Industry, only the Industry where trainee spends maximum time may award part formative assessment marks.
- After successful completion of training in respective trade and passing the AITT, the National Trade Certificate (NTC) under DST shall be awarded to the trainee.
- All other guidelines applicable for CTS trades/units affiliated to DGT shall also apply to the trades / units being run under Dual System of Training (DST).

#### G. Responsibilities of NSTI

Roles and responsibilities of NSTI and Industry Partner are as detailed below:

#### **Before Industry Training:**

- i. Sign MoU with trade relevant Industry Partner to conduct the training under signed model.
- Ensure that trainees under this training are aware of the Industry Partner expectations in terms of eligibility, minimum age, discipline, timings, punctuality and necessity to fulfil such criteria as per end company requirements.
- iii. Ensure acknowledgement in writing from all trainees to be enrolled under this model that they have understood the requirements of the same/ Industry Partner as stated above.
- iv. Teach them the technical theory and relevant foundation practical knowledge.
- v. Conduct part formative assessment / Mock Test, and provide instructions to Industry Partner(s) for conducting the remaining portion of formative assessment

vi. Monitor the student's progress at the Industry by making visits in regular intervals and ensure that the students are undergoing practical training in relevant areas as per the company requirement.

# Responsibilities of Industry / Organization:

- i. Assign trainer(s) responsible for the training.
- ii. Follow NSTI scheme trade curriculum and the schedule for the training prepared by NSTI.
- iii. Ensure that 'Training Progress Diary' is maintained as per the schedule requirements.
- iv. Provide on-job training on the relevant domain skills.
- v. Allocate and supervise the trainee on training relevant project, tasks or job.
- vi. Assess part formative assessment and share corresponding marks with the NSTI for uploading on portal.

### H. Use of Logo

Both the parties agree that either party may use the logo of the other party for promotional documents and related to training only subject to the prior approval of the owner, but not for any commercial purposes.

## I. Tenure & Termination

- The validity of MoU be fixed for a period of 3 years which could be extended as per i. the mutual understanding of the parties i.e., NSTI and the Industry Partner.
- The signing of MoU between the NSTI and the Industry Partner may be carried out upon satisfactory fulfillment of eligibility criteria. The intervention of the DGT may ii. be sought only in case of any deviation or disagreement from the prescribed guidelines.

## J. Modification in MoU

This Memorandum of Understanding may be modified, through a written document signed by duly authorized representatives of both or all Parties after due approval by competent authority on either side under intimation to the respective DGT.

# K. Miscellaneous/Provision

- The courses to be conducted to meet the skill workforce requirement of industry so that after completion of training in dual system, the trainee having NTC with dual mode will get better employability opportunities in industry.
- All courses should be NSQF aligned.
- NSTI may sign MoUs with more than one Industry Partner for training under DST to fulfil the overall industry training requirements as per guidelines.
- iv. NSTI are encouraged to leverage their Institute Management Committees (IMCs) to have tie-ups with multiple industry partners/associations/chambers/MSMEs so that the trainees are able to benefit from industry connect.
- NSTI may also partner with industries/branches of industries outside their state. DGT to facilitate necessary approvals if required for such cases.

## L. Eligibility of Industry

To ensure quality training under job oriented, Industry Partner signing the MoU should be:

- i. MSME registered at least for 2 years; OR
- ii. Industry/ establishment having valid registration with the State/ Central authority registered at least for 2 years. Establishments include entities registered with any government/local authorities/ shops covered under Factories Act 1948 and Shops and Establishments Act applicable for the concerned State; OR
- iii. Industry Association, Industry cluster, Central & State Sector Industries/Establishments.

# M. Rights of competent authorities

- DGT officials have the rights to verify the infrastructure at the NSTI / Industry and to monitor the progress of the training, as per guidelines issued by DGT from time-to-time.
- DGT, MSDE reserves the right to modify the terms and conditions for NSTI / Industry Partner from time to time and such modified terms shall be binding on the NSTI / Industry Partner.

### N. Dispute Redressal

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation or negotiations between the Parties, without reference to any third Party. In the event of such issues/differences were to persist, the Director General / Additional Secretary, Ministry of Skill Development

& Entrepreneurship will decide the matter which will be final and accepted to by the parties.

All disputes, differences &/or claims arising out of these presents or as to the construction, meaning or effect here of or as to the rights & liabilities of the parties here under shall be settled by Arbitration to be held in New Delhi, in accordance with the provision of Arbitration and conciliation Act, 1996 or any Statutory amendments thereof and shall be referred to the role arbitrator of a person to be nominated by DG/AS, MSDE. In the event of death, refusal, neglect, inability or incapacity of the person so appointed to act as an Arbitrator, may appoint a new arbitrator the arbitrator shall be summary powers and his decision shall be final. The proceeding of arbitration shall be held in New Delhi.

### **O.** Notice

All notices required or permitted by, or made pursuant to. this Memorandum of Understanding shall be in writing and shall be sent by facsimile. official email of signatories or by registered, first class airmail, return receipt requested and postage prepaid, within the stipulated time of 15 days to the following address:

#### For NSTI:

Name: The Regional Director Address: National Skill Training Institute, Outer Ring Road, Off: Tumkur Road, FTI Circle, Bengaluru – 560022 Phone: 080-23371209. Email: nsti-bengaluru1@dgt.gov.in

#### For Industry/Industries

Name: M/s Nash Industries Pvt. Ltd. Address: No. No 236-237/2. 8th Main, 3rd Cross, 3rd Phase, Peenya Industrial Area, Bangalore - 560058 Phone: 080-41179024, Email: grkumar@nashindia.com

Signed on 25.04.2022 at M/s Nash Industries (I) Pvt. Ltd., Bengaluru.

For NSTI







(Signature and Stamp)