File No.K-12014/(18)/6/2017-UPA-I (EFS 3144830)
Government of India
Ministry of Housing & Urban Affairs
(UPA Division)

Nirman Bhavan
New Delhi 110011

Dated 6th November 2017

To
The Mission Director
State Urban Livelihoods Mission
All States/UTs

Subject: Signing of Memorandum of Understanding with UrbanClap Technologies India Pvt Ltd for expanding employment opportunities for the urban poor – regarding.

The Ministry of Housing & Urban Affairs has executed a Memorandum of Understanding with UrbanClap Technologies India Pvt Ltd, New Delhi on 31.10.2017 with the primary objective of catalysing, enhancing and expanding the employment opportunities for the urban poor trained under the Skill Training & Placement (ST&P) component under the Deendayal Antyodaya Yojana – National Urban Livelihoods Mission (DAY-NULM). The duration of the MOU will be up to 31.3.2022. A copy of the MOU is enclosed for information and necessary action please.

Encl: as above.

Yours faithfully,

(Archana Mittal)
Director (UPA-I)
Tel: 23062127
MEMORANDUM OF UNDERSTANDING (MoU)

This MoU has been executed on the 31st day of October, 2017 at New Delhi, between the Ministry of Housing & Urban Affairs (M/o HUA), Government of India, New Delhi, through its Secretary (hereinafter called the First Party/Ministry, which shall unless repugnant to the context shall mean and include its successors, assignees and administrators) ON THE FIRST PART

AND

UrbanClap Technologies India Private Limited, New Delhi incorporated under the Companies Act, 2013, through its Head, Government Partnerships (hereinafter called the Second Party/Industry Partner, which shall unless repugnant to the context shall mean and include their successors, assignees and administrators) ON THE SECOND PART.

Whereas the Ministry of Housing and Urban Affairs (M/o HUA) has the mandate to enhance employment opportunities for the Urban Poor through the Skill Training & Placement (EST&P) component under the Deendayal Antyodaya Yojana – National Urban Livelihoods Mission (DAY-NULM).

And Whereas under the Deendayal Antyodaya Yojana – National Urban Livelihoods Mission (DAY-NULM), there exists a capacity for community mobilization at a large scale across the country.

And Whereas UrbanClap has developed a platform that connects consumers / recipients of various services with skilled professionals and is active in major cities across the country.

And Whereas M/o HUA and UrbanClap are cognizant of the growing gap between the demand for high quality services in major cities of India and the supply of skilled professionals.

And Whereas the primary objectives of the MoU are intended to catalyze, enhance and expand the employment opportunities for the urban poor trained under the Skill Training & Placement (EST&P) component under the Deendayal Antyodaya Yojana – National Urban Livelihoods Mission (DAY-NULM), and specifically to do the following:-

(1) To improve access to employment opportunities for the urban poor as well as the opportunity to improve their standard of living significantly through this collaboration;

(2) To improve the alignment of skill training programmes with the market requirement;
(3) To create a continuous stream of talented and qualified professionals in high-demand services from amongst the urban poor.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND MUTUAL COVENANTS HEREINAFTER CONTAINED, BOTH THE PARTIES HEREBY AGREE TO ESTABLISH COLLABORATION ACCORDING TO TERMS AND CONDITIONS SET OUT AS FOLLOWS:-

I. SCOPE OF MOU AND CLARIFICATION

(a) This MoU has been entered into between the Ministry of Housing and Urban Affairs (M/o HUA) and UrbanClap; however, it may also involve parties by mutual consent, which may be added later by written addendum to this MoU.

(b) The purpose of this MoU is to increase employment opportunities for skilled urban poor across various sectors. In order to achieve the aforesaid goal, the parties will cooperate based on the principles of mutual benefit.

(c) This MoU details the responsibilities and obligations of First Party/Ministry, and Second Party/Industry Partner referred to hereafter.

(d) This MoU shall be applicable to the States/cities in which UrbanClap is currently present and will be extended automatically to the new States/cities in which UrbanClap begins its operations.

II. RESPONSIBILITIES AND OBLIGATIONS OF FIRST PARTY/MINISTRY AND SECOND PARTY/INDUSTRY PARTNER

(a) The Ministry shall share with UrbanClap the database of candidates who have completed skill training and those who are undergoing training in the relevant courses under the EST&P component of DAY-NULM.

(b) The Ministry shall facilitate recruitment events through the City Mission Management Units (CMMUs) where personnel trained under DAY-NULM can assemble and undergo assessment and selection by UrbanClap.

(c) The Ministry through the CMMUs shall encourage Training Providers to promote courses relevant for those service categories for which there is a high demand on the UrbanClap platform or elsewhere in the market.
(d) The Ministry and UrbanClap shall work together to upgrade skill training in select trades/services to improve the standards and earning potential of candidates/beneficiaries.

(e) UrbanClap will provide minimum business guarantee to the trained/skilled personnel who have passed UrbanClap’s entry criteria as per their extant policies.

(f) UrbanClap will provide intensive handholding support to Training Providers to build their capacity to provide a higher quality of training to the beneficiaries/candidates in the long run, specifically for high demand service categories. For this purpose UrbanClap will conduct quarterly capacity building workshops for Training Providers and undertake visits to the Training Institutes.

(g) Viewing this collaboration as their corporate commitment to improving livelihoods opportunities for the urban poor, UrbanClap may consider relaxing the entry criteria and/or investing more time and resources in the training of candidates selected from the pool of DAY-NULM beneficiaries, as they are from socio-economically weaker sections of society.

(h) In order to enhance the number of opportunities available to students of vocational training for gaining hands-on experience, the two parties agree to collaborate to identify and implement programs such as providing apprenticeships, on-the-job projects and other short-term arrangements as may be worked out from time to time.

(i) In order to meet the aforesaid objectives, UrbanClap shall nominate dedicated personnel as may be required, from time to time, to carry out the work in coordination with the Ministry.

(j) Both parties shall strive to increase the range of services offered, and corresponding training provided, based on consumer needs and demand.

(k) UrbanClap will submit a quarterly report to M/o HUA giving details of placements provided by them for candidates trained under EST&P, sector-wise city-wise demand assessment (including sectors for which services are not being provided currently through their platform), inputs required for strengthening skill training, handholding support given and any other information relevant for the Ministry.

III. DURATION OF THE MOU

(a) This MoU shall be effective from the date of execution and will be valid till 31st day of March, 2022.
(b) In case there is a need for any change, modification or update in this MoU, either party may petition the other party, requesting for such change, which shall be mutually worked out on mutually acceptable terms and conditions.

(c) Either party may terminate this MoU by giving ninety days' notice to the other party and in the event of such termination either party shall endeavor to complete their respective pending responsibilities and obligations aforesaid, within the said time period.

IV. CONFIDENTIALITY

Each party hereby undertakes to maintain confidentiality of information obtained by either party in the course of this MoU and save as provided herein, shall not divulge any of the confidential information to any third party either during or after the termination of this MoU, and in addition not to communicate, indicate or suggest to any party the existence of negotiations under this MoU.

For the purpose of this clause 'Confidential information' means information in whatever form whether disclosed orally or in writing or whether eye readable, machine readable or in any other form including, without limitation, the methods of operation, the various applications, processes, strategies, data, know-how, specifications, literature and any other material made available by one party to the other party under this MoU.

V. FUTURE COOPERATION

The present MoU describes the general conditions and arrangements for future cooperation between the parties. The details for the implementation of this MoU including consideration shall be jointly worked out on mutually acceptable terms and conditions.

VI. GENERAL TERMS

(a) This MoU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees, or agents.

(b) Nothing in this MoU obligates either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the parties unless expressly stated in this MoU.

(c) The activities under this MoU must be carried out in accordance with appropriate laws and regulations as applicable in India.
IN WITNESS WHEREOF, both the parties have caused their representatives, duly authorized for that purpose to execute this MoU, in duplicate, on the day, and year first above.

(Shti. Sanjay Kumar)  
Joint Secretary and Mission Director (DAY-NULM)  
Ministry of Housing and Urban Affairs, 
Government of India  
Nirman Bhawan, 
Maulana Azad Road, 
New Delhi – 110108

(Shri. Nikhil Shankar)  
Head Government Partnerships, 
Urban Clap  
F-130, Ground Floor, 
Street no. 7 Pandav Nagar, 
New Delhi -110091

Place: New Delhi  
Date: 31st October, 2017

Witness 1.  
(Name: ARCHANA MITTAL)  
Address: R-# 307C, NIRMAN BHAWAN

Witness 2.  
(Name: Varun Khaitan)  
Address: 15/4 Sarvakunj Vihar, Hazipur