

**MEMORANDUM OF UNDERSTANDING
(MOU)**

BETWEEN

**Sonamukhi Government ITI,
(PPP Mode Govt. of West Bengal)**
Affiliated to DGT, N.C.V.T., New Delhi & Accredited By Quality Council of India

&

BHANDARI AUTOMOBILES PVT. LTD. (TATA MOTORS)



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 5th day of March, Two Thousand Eighteen (05/03/2018),

BETWEEN

Sonamukhi Government ITI (PPP Mode Govt. of West Bengal) Near Sonamukhi Railway Station, P.O. & P.S. - Sonamukhi, Dist. - Bankura, Pin- 722207, West Bengal, a ITI education wings of Bishnupur Public Education Institute (Society) conducting ITI level education with the approval of NCVT in Electrician, Fitter, Mechanic Motor Vehicle, Machinist, Electronic Mechanic, Wireman, Machine Refrigeration & Air Conditioning, Surveyor, Computer Operator & Programming Assistant, Welder Trade, and hereinafter referred to as 'SGITI', (the institution which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in office and assigns) of the First Part.

AND

Bhandari Automobiles Pvt. Ltd. (TATA Motors Division), 1154 A, B.T.Road, Sukchar, Kolkata -700115, West Bengal an authorised sales and service dealership, business ever since the year 2009. Bhandari Automobiles Pvt. Ltd meets all the requirements that one can possibly have in terms of four-wheeler vehicles. Apart from ensuring the sales of these vehicles, the outlet also offers post sale services. Bhandari Automobiles Pvt. Ltd. also provides skill development training as per industry requirement to students, faculties in automobile sector particularly for the Engineers and the Diploma Engineers and hereinafter referred to as 'BAPL', (Company which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in office and assigns) of the Second Part.

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The Party of the First Part and the Party of the Second Part are jointly referred to as the "Parties" and individually referred to as the "Party" hereinafter.

WHEREAS:

- A) It is the objective of **Sonamukhi Government ITI(PPP Mode Govt. of West Bengal)**, the First Party, that to produce global standard ITI engineers in different branches of engineering the skills and education imparted by the college needs active participation of Industries at all stages of technical education program to make them (a) Industry responsive (b) keep pace with technological advancements in Industry and (c) expanding its knowledge to produce improved technologist suitable for job market emerging out of industrial scenario of the State.
- B) In pursuance of the aforementioned objective of **Sonamukhi Government ITI(PPP Mode Govt. of West Bengal) (SGITI)**, Bhandari Automobiles Pvt. Ltd. (BAPL) agrees to support the Mechanical and Electrical sector related Course of the Sonamukhi Government ITI(PPP Mode Govt. of West Bengal) for mutual benefit of the Parties to produce skilled ITI Engineers with improved employability conditions suitable for wage / self-employment.
- C) First Party believe that collaboration with the Second Party and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- D) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Advanced Training, Internship, Vocational training, Industrial project, Education and Research, for the ITI level Engineers of appropriate branches of Engineering.
- E) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.
- G) **Bhandari Automobiles Pvt. Ltd**, the Second Party is engaged in sales and service dealership of light and heavy automobile vehicle of different manufacturing company like Maruti Suzuki, TATA, etc. and repairing of all such vehicle through their workshop situated different location in West Bengal. BAPL is also providing Training on high end technologies in automobile sector for engineers, ITI engineering students of related branches of engineering.

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- H) **Bhandari Automobiles Pvt. Ltd**, the Second Party is offers Project based learning in Core Engineering. Internships are available in many trending technologies. Post Internship, the participants will get Training Certificate, Project Certificate from BAPL.
- I) The Second party will provide full time qualified and experienced trainer with exposure to the Industry. Who will spend time with the participants to make their Internship training/ project work as per Industry Standards.
- J) Second Party i.e. Bhandari Automobiles Pvt. Ltd is committed to impart skill trainings on upcoming trending technologies particularly effective for the ITI Engineers for the benefit of the students of the first party. This training will be arranged in their Sodepur works of TATA Motors Division. If there is any constrain then the training may be arrange in any of their running workshop located in West Bengal i.e. Taratala, Alampur, Bardhaman, Rampurhat, Khargapur, Bankura and Haldia

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 (CO-OPERATION)

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party will providing significant inputs to the Second party in developing their existing teaching / training curriculum and systems, keeping in mind the needs of the industry, and syllabus designed by the NCVT.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

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CLAUSE 2 (SCOPE OF THE MoU)

- 2.1 The budding ITI students from this institution could play a key role in technological up-gradation, innovation and competitiveness of the industry. Both parties believe that close co-operation between the two would be of major benefit to the student community particularly for the students of Sonamukhi Government ITI(PPP Mode Govt. of West Bengal) to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** BAPL Second Party will give valuable inputs to the **SGITI** First Party in teaching / training methodology in automobile engineering and suitably customize the curriculum so that the students fit into the automobile industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its workshops at different places and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs as per NCVT internship Policy. The Second Party will also register itself on NCVT Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Training and Skill Development**.
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

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- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of the **Sonamukhi Government ITI(PPP Mode Govt. of West Bengal)**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 (INTELLECTUAL PROPERTY)

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 (VALIDITY and TERMINATION)

- 4.1 This MOU shall be valid until the same is terminated by either of the party, by giving one month written notice to the other party. It shall not be necessary to state the reasons of termination
- 4.2 This MoU doesn't form on the basis of agency or employment relationship between the parties. It is on principal to principal basis.
- 4.3 Neither party shall not be deemed in default of its obligations under this agreement nor shall be liable to the other to the extent that it is unable to perform any of its obligations by reason of any event of circumstance beyond its reasonable control.
- 4.4 Under no circumstances, Bhandari Automobiles Pvt. Ltd shall be under any obligation whatsoever to offer employment to the students undergoing the Internship training for Mechanical or Electrical related Engineering ITI courses.

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(Signature)
(SUVANKAR DAS)




- 4.5 Neither Party shall have any financial obligation towards each other under this MOU.
- 4.6 This MOU constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes prior negotiations, representations or agreements, either written or oral.
- 4.7 Any issues not specifically covered by this MOU shall be resolved only by mutual discussion between the Parties.
- 4.8 No change or modification of this MOU shall be valid unless the same shall be in writing and signed by both the Parties.

CLAUSE 5 (RELATIONSHIP BETWEEN THE PARTIES)

- 5.1 It is expressly agreed that both the parties are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

CLAUSE 6 (DISPUTE RESOLUTION)

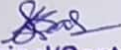
- 6.1 In case of any dispute arising out between the parties on any subject or interpretation of the terms, the matter will be mutually discussed and amicably sorted out by the parties.
- 6.2 If the negotiations fail then the same shall be terminated automatically.


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IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by and through their duly authorized representatives as of the date written herein. The Parties hereto have caused their representative duly authorized for that purpose to sign and execute this MOU and affix hereto their seals on the dates and in the year hereinabove written.

For **Sonamukhi Government ITI**
(PPP Mode Govt. of West Bengal)


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Authorized Signatory with seal
Mr. Suvankar Das

Principal, **Sonamukhi Government ITI**
(PPP Mode Govt. of West Bengal)

For **Bhandari Automobiles Pvt. Ltd**
(TATA Motor Division)



Authorised Signatory with seal
Mr. Chirag Roy

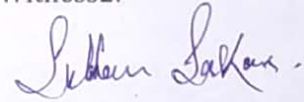
Head- Human Resource
(Tata Motors Workshop)

M/s. **Bhandari Automobiles Pvt. Ltd**

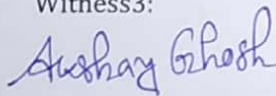
Witness1:



Witness2:



Witness3:



Witness4:

