

MEMORANDUM OF UNDERSTANDING(MOU)

BETWEEN

SONAMUKHI GOVT. I.T.I
(PPP Mode Govt. of W.B.)

&

JANANI MOTOR WORKSHOP



Before the Notary Public
Bishnupur, Bankura AA 39557

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered on this the 09th day of -September Month - Two Thousand Nineteen (09.09.2019)

BETWEEN

Sonamukhi Govt. I.T.I. (PPP Mode Govt. of W.B.), Near Railway Station, P.O. & P.S. Sonamukhi, Dist. - Bankura, Pin- 722207, West Bengal the First Party represented herein by its Mr. Suvankar Das, Principal, Sonamukhi Govt. I.T.I. (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

Janani Motor Workshop (West Bengal Municipal Act. XV of 1932 License No. 206) and Address of Industry Near Ramkrishna Mission, P.O. & P.S. - Sonamukhi, Dist. - Bankura, Pin- 722207, West Bengal the Second Party, and represented herein by its Zonal / Divisional Head, Mr. Swapan Bhattacharya, Proprietor, Janani Motor Workshop (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

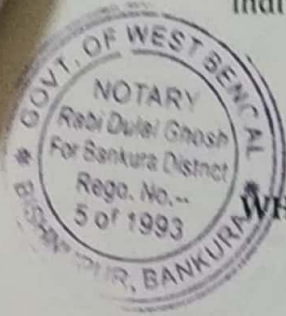
Principal/Centre-In-Charge
Sonamukhi Government I.T.I.
(PPP Mode Govt. of W.B.)
Near Railway Station, P.O. & P.S. - Sonamukhi

Handwritten signatures and notes in Bengali script.



Handwritten signature: Rabi Dulal Ghosh
NOTARY, Govt of W Bengal
Near-Municipality Office
Bishnupur Bankura

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')



WHEREAS:

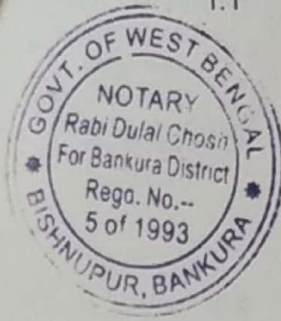
- A) First Party is a Higher Educational Institution named:
 - (i) **Sonamukhi Govt. ITI (PPP Mode Govt. of W.B.)**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;.
- E) - **Janani Motor Workshop** - , the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of - ***name of trade and services under the industry concerned*** - - and related fields
- F) - **Janani Motor Workshop** - ,the Second Party is promoted by **promoter name** Group; Address and background of the Company;
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

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



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NOTARY, Govt of W Bengal
Near-Municipality Office
Bishnupur Bankura

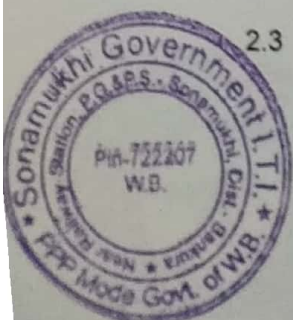
CLAUSE 1 CO-OPERATION



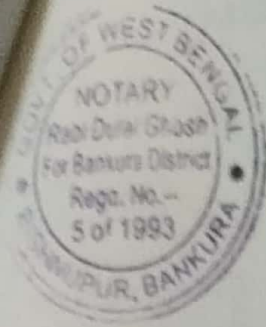
- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities 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 providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 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.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the 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



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NOTARY, Govt. of W Bengal
Bishnupur Municipality Office
Bishnupur Bankura



Party to permit the Faculty and Students of the First Party to visit its group companies 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 AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.

Research and Development: Janani Motor Workshop provides excellent automotive solutions, such as car wash, change oil, car evaluation, engine overhaul engine upgrades, custom car re-spray and a whole lot more. Not only this established and experienced workshop provides all your car care needs, but also ensures to build friendly and healthy relationship with their clients even after service.

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.

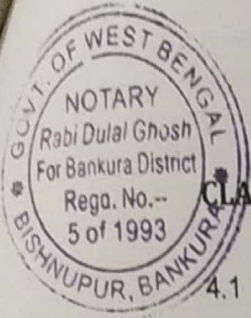
- 2.5 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.6 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.7 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.8 There is no financial commitment on the part of the **Sonamukhi Govt ITI (PPP Mode Govt. of W.B.)**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.



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NOTARY, Govt of W Bengal
Near-Municipality Office
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CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel 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.



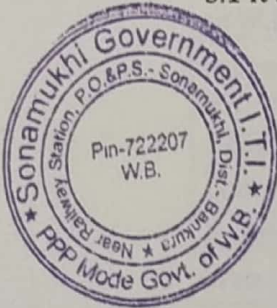
CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Janani Motor Workshop**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **Janani Motor Workshop**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

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CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** 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.



First Party

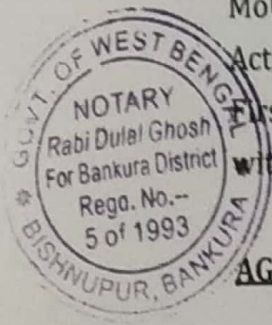
Second Party

Principal/Centre-in-Charge
Sonamukhi Government I.T.I.
(PPP Mode Govt. of W.B.)
Near Railway Station, P.O.&P.S.- Sonamukhi
Dist.- Bankura, Pin-722207, W.B.

জননী মোটর ওয়ার্কশপ
প্রা. অফিস ভটাচাঁদ,
পেঁয়াজ-বাকুড়া রোড, (সোনামুখী
জিলা-বাকুড়া)

2019
Rabi Dulai Ghosh
NOTARY, Govt of W Bengal
Near-Municipality Office
Bishnupur Bankura

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Bishnupur, Bankura.



AGREED:

For Principal, Sonamukhi Govt ITI,
(PPP Mode Govt. of W.B.)

Proprietor, Janani Motor
Workshop

Principal/Centre-In-Charge
Sonamukhi Government I.T.I.
(PPP Mode Govt. of W.B.)
Near Railway Station, Sonamukhi
Dist. - Bankura, Pin-722207, W.B.

জাননী মোটর ওয়ার্কশপ
পরিচালক
এস. এ. হোসেন
Authorized Signatory
বিশ্বনাথপুর, বঙ্গুরু

Sonamukhi Govt ITI (PPP Mode Govt. of W.B.)	Janani Motor Workshop
Address : Near Railway Station, P.O. & P.S. - Sonamukhi, Dist. - Bankura, Pin-722207, West Bengal	Address : Near Ramkrishna Mission, P.O. & P.S. - Sonamukhi, Dist. - Bankura, Pin-722207, West Bengal
Contact Details : 7479038420	Contact Details: 7501498352
E-mails : sonamukhiiti@gmail.com	E-mails:
Web : www.sonamukhiiti.org	Web:

Witness1:

Witness2:

Witness3:



Witness4:

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Rabi Dulal Ghosh
NOTARY, Govt of W Bengal
Near-Municipality Office
Bishnupur Bankura