



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AB 946385

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**GOVERNMENT ITIPATHARPRATIMA RUNNING UNDER
PTP (GR19000202)**

(Hereafter referred to as ITI)

DAKSHIN SHIBPUR, PATHARPRATIMA, SOUTH 24 PARGANAS, WEST BENGAL - 743349,
INDIA

&

JOYNAGAR VIEWTECH EDUCATIONAL SOCIETY

(Hereafter referred to as Industry Partner)

13, 14 GHOSH CROSS ROAD, RATHTALA, JAYNAGAR MAZILPUR, SOUTH 24 PARGANAS,
WEST BENGAL - 743337

FOR

**BETTER INDUSTRY LINKAGE BETWEEN THE PROSPECTIVE EMPLOYER AND THE
INSTITUTE**



MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on 4th January 2023 (**04/01/2023**), by and between **Government ITI Patharpratima Running Under PTP (GR19000202)**, Dakshin Shibpur, Patharpratima, South 24 Parganas, West Bengal – 743349, India, **the First Party** represented herein by its **Principal** (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).

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Joynagar Viewtech Educational Society, 13, 14 Ghosh Cross Road, Rathtala, Jaynagar Mazilpur, South 24 Parganas, West Bengal – 743337, India, **the Second Party** represented herein by its **Secretary** (hereinafter referred as '**Second Party**'), the company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

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

WHEREAS:

- A) First Party is an Industrial Training Institution named: **Government ITI Patharpratima Running Under PTP**. 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.
- B) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training and employment potential of youth.
- C) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- D) **Joynagar Viewtech Educational Society**, the Second Party is engaged in Business, Manufacturing, Services and maintenance in the fields of – Electrician, Fitter, Surveyor and Welder and Plumber related fields.
- E) Give related information, its branches, and dimensional information about the industry concerned with whom the MOU is worn.

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

CLAUSE 1: CO-OPERATION

- i. 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.
- ii. 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.
- iii. 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

- i. 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.
- ii. **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.
- iii. **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.
- iv. **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.
- v. **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- vi. **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into OJT/ Apprenticeship /internships /jobs; and will facilitate placements for at least 100% of the students.
- vii. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.

- viii. There is no financial commitment on the part of the, **Government ITI Patharpratima Running Under PTP** the First Party to take up any programme mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3: INTELLECTUAL PROPERTY

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

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Joynagar Viewtech Educational Society** the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Joynagar Viewtech Educational Society**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

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. **This MOU will be valid for 5 Years from the date of signing.**

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

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

AGREED:

For **PATHARPRATIMA GOVT. ITI**

Second Party

AGREED:

For **JOYNAGAR VIEWTECH EDUCATIONAL SOCIETY**



Pranab Chatterjee
Principal/OIC
Patharpratima Govt. ITI
Shibpur, 24 PGS(S), WB 743349

Joynagar Viewtech Educational Society

Deleazjoti Basu
Secretary

(Secretary)

Name of Institution:- PATHARPRATIMA GOVT. ITI	Name of Industry:- JOYNAGAR VIEWTECH EDUCATIONAL SOCIETY
Address:- Dakshin Shibpur, Patharpratima, South 24 Parganas, West Bengal – 743349, India	Address:- 13, 14 Ghosh Cross Road, Rathtala, Jaynagar Mazilpur, South 24 Parganas, West Bengal – 743337, India
Contact Details:- 7479044738	Contact Details :- 9609992720
E-mails:- patharpratimagovt.iti@gmail.com	E-mails:- viewtech.edu@gmail.com
Web:- https://patharpatimagoviti.in/	Web:- https://www.ngofoundation.in/ngo-database/joynagar-viewtech-educational-society-contact-number-address-detail_i97210

Witness 1: *Jitendranath Saha*

Witness 3: *Sukhen Sarkar*

Witness 2: *Akash Das*

Witness 4: *Subham Basu*