

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the of **Ninth January of Two Thousand Twenty (09.01.2020)**.

BETWEEN

Govt. Polytechnic, Gajapati, At- Betaguda, Po- Jhami, Paralakhemundi, Gajapati- 761201, the First Party, represented **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).

AND

Central Institute of Plastics Engineering & Technology (CIPET): Institute of Plastics Engineering and Technology (IPT)- Bhubaneswar, B-25, CNI Complex, Post- Patia, Bhubaneswar, 751024, the Second Party, represented herein by its **Principal Director & Head** (hereinafter referred to as '**Second Party**', institution 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')

WHEREAS:

- A) The First Party is a Technical Educational Institution named: **Govt. Polytechnic, Gajapati, at- Betaguda, PO- Jhami, Paralakhemundi, Gajapati- 761201.**
- B) The Second Party is a Technical Training Institute named: **Central Institute of Plastics Engineering & Technology(CIPET): Institute of Plastics Engineering and Technology (IPT)- Bhubaneswar, at- B-25, CNI Complex, Post- Patia, Bhubaneswar, 751024.**
- C) The All India Council for Technical Education has initiated a scheme to provide competencybased skills under the National Skill Qualification Framework (Here in after to be referred as NSQF), by inviting various Institutions/ Organisations to join as Vocational Educational Institutions to provide education component and Skill Knowledge Providers to provide Competency Based Skills.
- D) Under the scheme, the Skill Knowledge Provider (here, **CIPET:IPT- Bhubaneswar**) is required to perform the role and function of providing hands on skill training in a specific sector.

09.01.2020

2.3 The first party will send to the second party - SKP the Level- wise and Sector-wise lists of students registered for Vocational Education Program(s).

2.4 The **Central Institute of Plastics Engineering & Technology(CIPET): Institute of Plastics Engineering and Technology (IPT)- Bhubaneswar** - SKP shall Register students for evaluation the Skill Modules, who have acquired skills.

2.5 **Curriculum Design:** Second Party will give valuable inputs to the First Party in suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

2.6 **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 Students of the First Party to visit its group companies and also involve in Skill Training Programs for the First Party. The 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.

2.7 **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.

2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein

2.9 **Govt. Polytechnic, Gajapati**, the First Party to bear the financial aspects, if any, for the training programs mentioned in MoU.

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

CLAUSE 4 VALIDITY

4.1 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.

09.01.2020


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


09-01-2020
Principal,
Govt. Polytechnic, Gajapati.
Govt. Polytechnic
Paralakhemundi, (Gajapati)


Second Party


09/01/2020
Principal Director & Head
Central Institute of Plastics Engineering &
Technology (CIPET): IPT- Bhubaneswar

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 the place mutually agreed between First Party and Second Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Odisha**.

AGREED

For GP, Gajapati.


09-01-2020
Authorized Signatory
Principal,
Govt. Polytechnic,
Paralakhemundi, (Gajapati)

Witness 1:



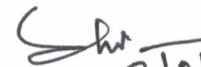
Witness 2:




For CIPET: IPT-Bhubaneswar


09/01/2020
Authorized Signatory
पि. के. साहू / P.K. Sahoo
प्रधान निदेशक एवं प्रमुख / Principal Director & Head
सिपेट: आई. पि.टि. / CIPET: IPT
भुवनेश्वर / Bhubaneswar

Witness 1:


(Suresh K. Mohini) 9/01

Witness 2:


09/01/2020
(Jitendra Kr. Mahaseth)