

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the of **25<sup>th</sup> March of Two Thousand Twenty One (25.03.2021)**.

**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**

**Preetam Enterprises, At- Kashinagar Road, Near New Bus Stand, Paralakhemundi, Gajapati - 761200, the Second Party**, represented herein by its **Managing Partner** (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).

(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 Centre named: **Preetam Enterprises, At- Kashinagar Road, Near New Bus Stand, Paralakhemundi, Gajapati - 761200**.
- C) The All India Council for Technical Education has initiated a scheme to provide competency based 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, **Preetam Enterprises, Paralakhemundi**) is required to perform the role and function of providing hands on skill training in a specific sector.
- E) 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.

*25/3/2021*

For Preetam Enterprises  
  
Managing Partner

**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.

- 2.6 **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 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.
- 2.7 **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 There is no financial commitment on the part of the **Govt. Polytechnic, Gajapati**, 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, 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

### 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

*Handwritten signature*  
25/12/2024

For Preetam Enterprises  
*Handwritten signature*  
Managing Partner

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

*25/3/2024*  
Principal,  
Govt. Polytechnic, Gajapati.

Second Party  
For Preetam Enterprises  
*Preetam*  
Managing Partner  
Preetam Enterprises,  
Paralakhemundi, Gajapati

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 **Odisha**.

**AGREED**

For Govt. Polytechnic, Gajapati

For Preetam Enterprises, Paralakhemundi

*25/3/2024*  
Authorized Signatory  
Principal  
Govt. Polytechnic  
Gajapati

For Preetam Enterprises  
*Preetam*  
Managing Partner  
Authorized Signatory

Govt. Polytechnic, Gajapati.	Preetam Enterprises, Gajapati
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Witness1: *K. Satyanarayan Achary,*  
Lect. in English  
(G.P. Gajapati)

Witness3: *Abhilash Padhy*  
Lect. in Physics  
Govt. Poly. Gajapati

Witness2: *Dhrip kumar Limbo*  
*Mahesh Limbo*  
*Paralaxemi*

Witness4: *Bhagnaraj Mishra*  
*Paralakhemundi*  
*Gajapati*