# FLEXI MoU

FOR VISIT & TRAINING (AS PER SYLLABUS)

OF

MMV, Mech. Diesel Engine

### BETWEEN

Government Industrial Training Institute, Jind (Jind)

AND

M/s SS Motors, Narwana Road, Jind

FOR SESSION (2021-22, 2022-23, 2023-24) w.e.f. .. 26/5/20.22...

Principal

Govt. I.T.I. Jind

MD
M/s SS Motors, Sold JIND HAR.

Narwana Road, Jind

# MEMORANDUM OF UNDERSTANDING

Government Industrial Training Institute, Jind (Jind) represented here in by its Principal, Govt ITI Jind (here in after 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

M/s SS Motors, Narwana Road, Jind

represented here in by its Zonal / Divisional Head, **Jind** (here in after 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 here in after jointly referred to as 'Parties' and individually as 'Party') as

### WHEREAS:

- A) First Party is a Training Institution named:
  - (i) Govt. Industrial Training Institute, Jind (Jind)
- 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 interests.
- E) M/s SS Motors, Narwana Road, Jind , the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of MMV, Mech. Diesel Engine and related fields

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO 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 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 Pass out Trainees from the institution 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 Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second 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.

- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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 internships/jobs.
- 2.7 There is no financial commitment on the part of the Govt., 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

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

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- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period M/s SS Motors, Narwana Road, Jind 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 M/s SS Motors, Narwana Road, Jind 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

# CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that Govt. Industrial Training Institute, Jind (Jind) and M/s SS Motors, Narwana Road, Jind 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.

Govt. ITI Jind (Jind) (First Party M/s SS Motors, Jind S.S. Motor Workshop (Second Party) Road, JIND (Hr.)

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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 Jind.

AGREED:

For : Govt. I.T. Jind Kaithal Road, Jind For Name of Industry
M/s SS Motors, Narwana Road
Jind

**Authorized Signatory** 

Authorized Signatory Workshop

Mr. S.S. Molor Workshop

Narvena Road, JIND (Hr.)

Name of Institution: Govt. ITI Jind	Name of Industry: M/s SS Motors, Narwana Road, Jind		
Address : Kaithal Road, Jind (Jind) 126102	Address M/3 S.S. MOTORS, Naswana Rd., Jind.		
Contact Details : 01681-227805	Contact Details 9891503678		
E-mails: jind.giti@gmail.com	E-mails Tejamor 335 @gmail. Com		
Veb: www.gitijind.org.in	Web		

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Witness 3

Witness 2: Shawingh

Witness 4: Abb Janeth Anst

# FLEXI MOU

# FOR VISIT & TRAINING (AS PER SYLLABUS)

OF

Electrician, Mech. RAC, Plumber

### BETWEEN

**Government Industrial Training Institute,** Jind (Jind)

AND

The Hisar-Jind Co-Op Milk Producers Union Milk Plant Jind

FOR SESSION

(August 2021-2022, 2022-2023, 2023-2024)

w.e.f. 23/5/2922

Govt. I.T.I. Jind

The Hisar-Jind Co-Op Milk Producers Union Milk Plant Jind

# MEMORANDUM OF UNDERSTANDING

Government Industrial Training Institute, Jind (Jind) represented here in by its Principal, Govt ITI Jind (here in after 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

The Hisar-Jind Co-Op Milk Producers Union, Milk Plant Jind represented here in by its Zonal / Divisional Head, Jind (here in after 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 here in after jointly referred to as 'Parties' and individually as 'Party') as

#### WHEREAS:

- A) First Party is a Training Institution named:
  - (i) Govt. Industrial Training Institute, Jind (Jind)
- 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 interests.
- The Hisar-Jind Co-Op Milk Producers Union, Milk Plant Jind, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of Electrician, Plumber, Mechanic RAC and related field

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

### **CLAUSE 1 CO-OPERATION**

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## CLAUSE 2 SCOPE OF THE MoU

- 2.1 The Pass out Trainees from the institution 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.
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### **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 The Hisar-Jind Co-Op Milk Producers Union, Milk Plant Jind 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 The Hisar-Jind Co-Op Milk Producers Union, Milk Plant Jind 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

## **CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES**

5.1 It is expressly agreed that Govt. Industrial Training Institute, Jind (Jind) and The Hisar-Jind Co-Op Milk Producers Union, Milk Plant Jind 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 otherParty.

Govt. ITI Jind (Jind) (First Party)

The Hisar-Jind Co-Op Milk Producers union, Milk Plant Jind (Second Party)

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 Jind.

Principal :

Govt. Indicatrial Trg. Institute Jind

For Name of Industry

The Hisar-Jind Co-Op Milk Producers Union, Milk

Plant Jind (Jind)

Authorized Signatory

Chief Executive Officer The Histor that Co-op Milk Produthorized Signatory

Milk Plant, JIND-126102

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Name of Institution: Govt. ITI Jind	Name of Industry: The Hisar-Jind Co-Op Milk Producers Union, Milk Plant Jind Address Hansi Road Vind 126102		
Address : Kaithal Road, Jind (Jind) 126102			
Contact Details : 01681-227805	Contact Details 0/68 / 225776, 72		
E-mails: jind.giti@gmail.com	E-mails Vitajind Whot mail · (om		
Web: www.gitijind.org.in	Web https://vitaindia.org.in		

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