

**MEMORANDUM OF UNDERSTANDING  
(MoU)**

**BETWEEN**

**GOVERNMENT POLYTECHNIC GARIYABAND (CG)**

**&**

**MSME TECHNOLOGY CENTRE, DURG (CG)**

**FOR**

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,  
PLACEMENT, R&D SERVICES AND RELATED SERVICES**



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (here in after called as the 'MOU') is entered into on this the 15<sup>th</sup> September 2021.

### BETWEEN

**Government Polytechnic Gariyaband**, State Chhattisgarh **the First Party** represented here in by Principal, Government Polytechnic Gariyaband (Chhattisgarh) (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 Second Party** represented **MSME Technology Centre Durg**, main campus at Plot-2D, Sector-B, Borai Industrial Growth Centre at Rasmada, Dist- Durg (C. G.) 491001 (herein 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 herein after jointly referred to as 'Parties' and individually as 'Party')

### WHEREAS:

First Party is a Technical Educational Institution named: **Government Polytechnic Gariyaband (Chhattisgarh)**

Second Party is MSME Technology Centre Durg is a Government of India Society under the Ministry of Micro, Small and Medium Enterprises (MSME). The Management of affairs of the Society rests with the Governing Council constituted by the Government of India. It has been established under world Bank assisted Technology Centre System Program (TCSP) to support industries specially MSMES by

- Providing access to advanced manufacturing technologies
- Skilling of manpower by offering opportunities for technical skill development / enhancement to the youth at varying levels ranging from school dropouts to post graduate engineers
- Providing technical and business advisory/consultancy support to MSMES & Industries

MSME Technology Centre Durg currently offers its quality skill development trainings in the area of Tool Design, CAD/CAM/CAE, CNC Programming & Machining, Hydraulics & Pneumatics, Mechatronics, PLC, SCADA, VLSI, Embedded System, and Automation etc. Apart from this, MSME Technology Centre Durg shall soon offer services in Tool Design,



Manufacturing & Engineering Consultancy to the various MSMEs & industries in the catchment area.

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.

फर्स्ट पार्टी और सेकंड पार्टी का मानना है कि आपस में सहयोग और सहयोग उनके प्रत्येक संसाधन के अधिक प्रभावी उपयोग को बढ़ावा देगा, और उनमें से प्रत्येक को बेहतर अवसर प्रदान करेगा।

The Parties intent to co-operate and focus their efforts on co-operation within area of Skill Based Training, Education and Research.

पार्टियां कौशल आधारित प्रशिक्षण, शिक्षा और अनुसंधान के क्षेत्र में सहयोग पर अपने प्रयासों को सहयोग और ध्यान केंद्रित करने का इरादा रखती हैं।

Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

दोनों पक्ष, अपने आपसी हितों को आगे बढ़ाने के लिए इस एमओयू पर हस्ताक्षर करने की इच्छा रखते हैं।

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.

दोनों पक्ष आमहितों और उद्देश्यों से एकजुट हैं, और वे संचार और सहयोग के चैनलों की स्थापना करेंगे जो संस्थान और संबंधित कार्यों को बढ़ावा देंगे और आगे बढ़ाएंगे। पार्टियां एक दूसरे को संभावित अवसरों से अवगत कराती रहेंगी और एक दूसरे के लिए अतिरिक्त अवसरों को सुरक्षित करने के लिए प्रासंगिक हो सकने वाली सभी जानकारी साझा करेंगी।

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.

फर्स्ट पार्टी और सेकंड पार्टी को-ऑपरेशन, फर्स्ट पार्टी के फैकल्टी की बौद्धिक क्षमताओं के प्रभावी उपयोग की सुविधा प्रदान करेगा, जो उन्हें उद्योग की जरूरतों को ध्यान में रखते हुए उपयुक्त शिक्षण / प्रशिक्षण प्रणाली विकसित करने में महत्वपूर्ण इनपुट प्रदान करेगा।

1.3 The Parties shall co-operate 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.



पार्टियां एक-दूसरे के साथ सहयोग करेंगी और सभी प्रासंगिक समझौतों, कामों और दस्तावेजों (निश्चित दस्तावेजों) में दर्ज करें, जैसा कि इस समझौता ज्ञापन के संदर्भ में किए गए कार्यों को प्रभावी करने के लिए आवश्यक हो सकता है।

## CLAUSE 2

## SCOPE OF THE MoU

2.1 The budding diploma pass outs 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.

संस्थानों से नवोदित डिप्लोमा पास विद्यार्थी तकनीकी उन्नयन, नवाचार और एक उद्योग की प्रतिस्पर्धा में महत्वपूर्ण भूमिका निभा सकते हैं। दोनों पक्षों का मानना है कि दोनों के बीच निकट सहयोग से छात्र समुदाय को अपने कौशल और ज्ञान को बढ़ाने में बड़ा लाभ होगा।

2.2 **Industrial Training & Visits:** 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 Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

**औद्योगिक प्रशिक्षण और दौरा :** पहली पार्टी के संकाय और छात्रों को अपनी समूह की कंपनियों की यात्रा करने की अनुमति देने के लिए और पहली पार्टी के लिए औद्योगिक प्रशिक्षण कार्यक्रमों में शामिल करने के लिए दूसरी पार्टी सहयोग करेगी। प्रथम पक्ष के साथ नामांकित शिक्षार्थियों के प्रशिक्षण के लिए दूसरा पक्ष अपने लैब्स / कार्यशालाएं / औद्योगिक साइटें प्रदान करेगा।

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.

**कौशल विकास कार्यक्रम :** कौशल अंतर को पाटने और उन्हें उद्योग के लिए तैयार करने के लिए उभरती प्रौद्योगिकियों पर प्रथम पार्टी के छात्रों को प्रशिक्षित करने के लिए दूसरा पक्ष तैयार है।

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.

**गेस्टलेक्चर्स :** सेकंड पार्टी टेक्नोलॉजी ट्रेंड्स और जरूरतों पर फर्स्ट पार्टी के स्टूडेंट्स को गेस्ट लेक्चर देने के लिए सहयोग देंगे।

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.

संकाय विकास कार्यक्रम दूसरा पक्ष यदि उपलब्ध हो तो संबंधित क्षेत्र में राष्ट्रीय व्यावसायिक मानकों पर विचार करके औद्योगिक आवश्यकता के अनुसार प्रशिक्षण प्रदान करने के लिए प्रथम पक्ष के संकायों को प्रशिक्षित करना।

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; and will facilitate placements for as feasible by them.

**प्रशिक्षित छात्रों का प्लेसमेंट:** प्रशिक्षण और प्लेसमेंट प्रदान करने में मदद करने के लिए दूसरी पार्टी



सक्रिय रूप से संलग्न होगी। दूसरा पक्ष यथासंभव छात्रों को खुद इंटरनेशिप / नौकरियों में लेगा।

2.7 There is no financial commitment on the part of the Govt. Polytechnic Gariyaband (Chhattisgarh), the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

एमओयू में उल्लेखित किसी भी कार्यक्रम को करने वाली प्रथम पार्टी की ओर से कोई वित्तीय प्रतिबद्धता नहीं है। यदि कोई वित्तीय विचार है, तो इसे अलग से निपटाया जाएगा।

### **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**

4.1 This MoU will be in force for a term of 1 year from the date of signing. Upon expiry of the initial term, this agreement may be renewed with necessary modifications on mutually agreed terms and conditions in writing and signed by both the Parties for a period not exceeding 1 year at a time ("Renewal Terms"). Each Agreement will be for a cohort of students.

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

दोनों पक्ष लिखित रूप में 30 कैलेंडर दिनों के नोटिस पर इस एमओयू को समाप्त कर सकते हैं। समाप्तिकी स्थिति में, दोनों पक्षों को अपने दायित्वों का निर्वहन करना होगा।

### **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.

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 Gariyaband.


एमओयू की व्याख्या आवेदन से प्राप्त किसी भी विचलन या अंतर को मध्यस्थता अधिनियम, 1996 के अनुसार पक्षों के बीच मध्यस्थता द्वारा हल किया जाएगा। मध्यस्थता का स्थान प्रथम पक्ष के जिला मुख्यालय पर होगा। इस उपक्रम को भारतीय कानून के अनुसार गरियाबंद के न्यायालयों में विशेष अधिकार क्षेत्र के अनुसार नियुक्त किया जाना है।

**Note :** In case of any doubt or dispute English language should be treated as final.

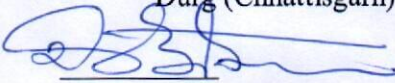


**AGREED:**

First Party  
Government Polytechnic Gariyaband  
Chhattisgarh

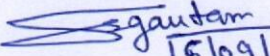
  
Authorized Signatory

Second Party  
MSME Technology Centre  
Durg (Chhattisgarh)

  
Authorized Signatory

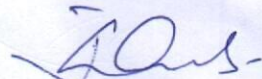
Govt. Polytechnic Gariyaband (Chhattisgarh) <b>Principal Govt. Polytechnic Gariyaband (C.G.)</b>	MSME Technology Centre, Durg (Chhattisgarh) <b>उप महाप्रबंधक / Deputy General Manager MSME Technology Centre, Durg</b>
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Witness1:

  
15/09/21  
Surendra Singh Gaudam  
Lecturer (Mathematics)  
Govt. Poly. Gariyaband  
(C.G.)

Witness3:

Witness2:

  
Jajati Kestani Mohanty  
Senior Manager (Training)  
MSME Technology Centre, Durg.

Witness4: