INDUSTRIAL TRAINING INSTITUTE KARJAT (ADIVASI), DIST- RAIGAD, 410201 (MS) INDIA

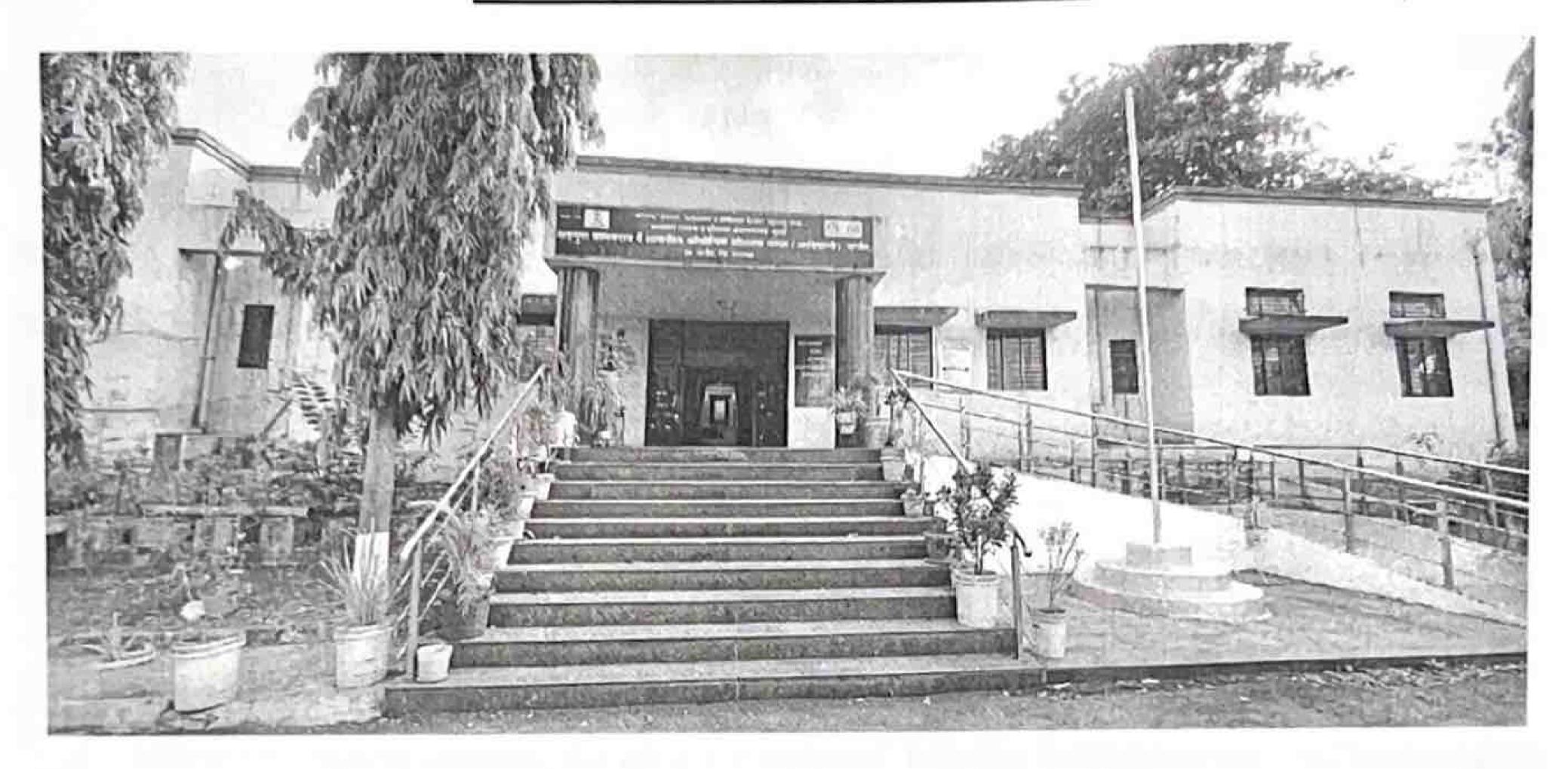






Accredited By National Council For Vocational Training

Institute Code GR-27000357



MEMORANDUM OF UNDERSTANDING

सामंजस्य करार

Ministry of Skill, Employment, Entrepreneurship & Innovation,

Department of Vocational Education & Training

INDUSTRY INSTITUTE INTERACTION

Industrial Training Institute

5/1, At Bamnoli, Post- Kiravali, Karjat Kalyan Road, Opp. to D-Mart, Karjat, Dist. Raigad, Pin-410201, Maharashtra, India Email ID:- iti.karjatmum@dvet.gov.in, iti91mumbai@yahoo.com

Memorandum of Understanding

Between

Industrial Training Institute, Karjat, Dist. Raigad

&

Shivansh Engineering Works, Karjat, Dist. Raigad

This Memorandum of Understanding (here in after referred as MoU) is made 12th day March 2025, Wednesday at Karjat, Raigad between **Principal, Industrial Training Institute, Karjat, Dist. Raigad** (Party No.- 1), & **Shivansh Engineering Work,Karjat, Dist. Raigad** (Party No.2)

WHEREAS

- A. Industrial Training Institute, Karjat is a Vocational Training Institute of Govt. of Maharashtra under Ministry of Skill, Employment, Entrepreneurship & Innovation, Department of Vocational Education & Training Established in 1996, offers various vocational courses located at Karjat, Dist-Raigad.
- B. Shivansh Engineering Work, Karjat, Dist. Raigad is a professionally managed group is having Repairing Spare Parts and hiring of All types Generator sets, Diesel Pump Sets, Electric Submersible Pump, Vibrator Needle, Compactor, Concrete Mixer, Lift Winch Machine spare parts. The enterprise has developed technical capacity & capability with the intellectual inputs by its technically qualified resources who are always engaged in continuous improvement activities with high effectiveness. The enterprise has elevated the standard of excellence with its quality products.
- C. Both the parties would like to enter into this memorandum of understanding (MoU) for Industry Institute Interaction (III) to declare their respective intentions and establish a basis of cooperation and collaboration between the parties upon the terms as contained herein.

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1. AREAS OF CO-OPERATION

- 1.1 The Parties agree to collaborate efforts in the areas of:
 - a. Collaborative Training project work.
 - b. Industrial training, On Job Training and sponsored project for I.T.I student.
 - e. Joint organization of workshop and seminars on the topics of common interest.
 - d. Guidance and cooperation to the I.T.I in its training & placements, activities.
 - e. Consultancy and exchange of knowhow.
 - f. Mutual cooperation in Syllabus included Practical work due to unavailability of machines and developmental work.
 - g. Any other related areas of cooperation as mutually agreed to by the parties from time to time.
 - h. Training to ITI trainees under the Dual System of Training (DST)
 - i. CSR funding related activities for the development of Institute and Trainees.

This Parties to this MoU agree to continue discussions and communication on the areas as identified in sub-clause 1.1 in respect of their implementation and identifying each Party's responsibility and interest.

2. DURATION AND TERMINATION

This MoU shall remain in effect for 1 (five) years from the effective date or until terminated by either party with (30) thirty days written notice.

This MoU may be extended for a further period as may be agreed in writing by the parties.

3. FINANCIAL ARRANGEMENTS

This MoU shall not give any financial obligation to ITI unless it is agreed between the parties and approved by ITI authorities.

There should not be cost and expenses involved for the implementation of this MoU except mutually agreed cost for some items as stated in sub clause 1.1.

4. CONFIDENTIALITY

Each party shall undertake to observe the secrecy of confidential information received from or supplied to the other party during the period of implementation received this MoU or other agreements made pursuant to this MoU.

For purposes of this MoU, "confidential information" means any information whether prior or hereinafter disclosed by a party (the Disclosing party)to the other party (the Receiving party)of this MoU involving technical, business, marketing, policy, know-how, planning, project management and other information, data and/or solutions in any form, including but not limited to any information which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving party or if orally given, is given in the circumstances of confidence.

Both parties agree that the provisions of this clause shall continue to be binding between the parties notwithstanding the termination of this MoU.

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5. SETTLEMENT OF DISPUTES

Any difference or dispute between the parties concerning the interpretation and/or implementation and/or application of the provisions of this MoU shall first be settled amicably though mutual consultation and/or negotiations between the parties. Any such unsettled claims which may arise between the parties shall be governed by contract act subject to Karjat jurisdiction.

6. NON CONTRACTUAL NATURE OF RELATIONSHIP

Save for clause 4, the parties agree that this MoU represents the mutual understanding of the parties and is not intended nor shall be deemed to be a contract and shall not give rise to any rights and liabilities under a contract.

Nothing contained herein shall be construed so as to constitute a joint venture partnership or formal business organization of any kind between the parties or so to constitute either party as the agent of the other.

The parties acknowledge that this MoU does not in any way give rise to any right or permission to use or to be associated with each party's intellectual property.

7. REVISION, VARIATION AND AMENDMENT

Either party may request in writing a revision, variation or amendment of this MoU. Any such revision, variation or amendment agreed to by the parties shall be in writing and shall form part of this MoU. Such revision, variation or amendment shall come into force on such date as may be determined by the parties.

Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

8. SUPERVENING EVENTS

- 8.1 Each party reserve the right for reasons of national security, national interests, public order or public health to suspend temporarily, either in whole in part, the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other party.
- 8.2 Notwithstanding sub-clause 8.1, should any other event occur which hinders or restricts the implementation of this MoU, the parties shall use their best endeavour to agree upon such action, as may be necessary and equitable, to remove the cause of such event.

9. NOTICES

Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing and delivered personally or sent by registered or certified post or via air mail or via courier or facsimile or by e-mail (which shall be acknowledged by the other party) to the parties at their address and facsimile number as stated below:

Burket

Party No.1

To:

Mr. Pradip D. Haridas

Principal, Industrial Training Institute,

Karjat, Dist. Raigad

E-mail- iti.karjatmum@dvet.gov.in

Contact No.-9850023610

Address :-

5/1, At Bamnoli, Post- Kiravali, Karjat Kalyan Road, Opp. to D-Mart, Karjat, Dist. Raigad, Pin-410201,

Party No.2

To:

Mr. Praveen Gupta

Director:- Shivansh Engineering Work

E-mail: <u>shivanshengineering0909@gmail.com</u> Contact No. – +91 9097712222, 9657712222

Address:

Shop No 4, Opposite Gajanan Steel Traders,

Karjat Chowk Road, Karjat, Raigad, 410201

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Gupta

In Witness Thereof the two parties have caused this MoU to be executed by their duly authorized representative on 12th day of March, 2025, Wednesday at Karjat, Raigad

Principal Industrial Training Institute

Karjat, Raigad

(Mr. Praveen Gupta)

Director

Shivansh Engineering Work

Karjat, Raigad

WITNESS:

1. Smt. Dipti Dattaram Shinde Group Instructor Industrial Training Institute Karjat

2. Smt. Kanchan Sunil Gawali
Craft Instructor
Industrial Training Institute Karjat

3. Pawar Vikramsinh

4. Arrived Yadar

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