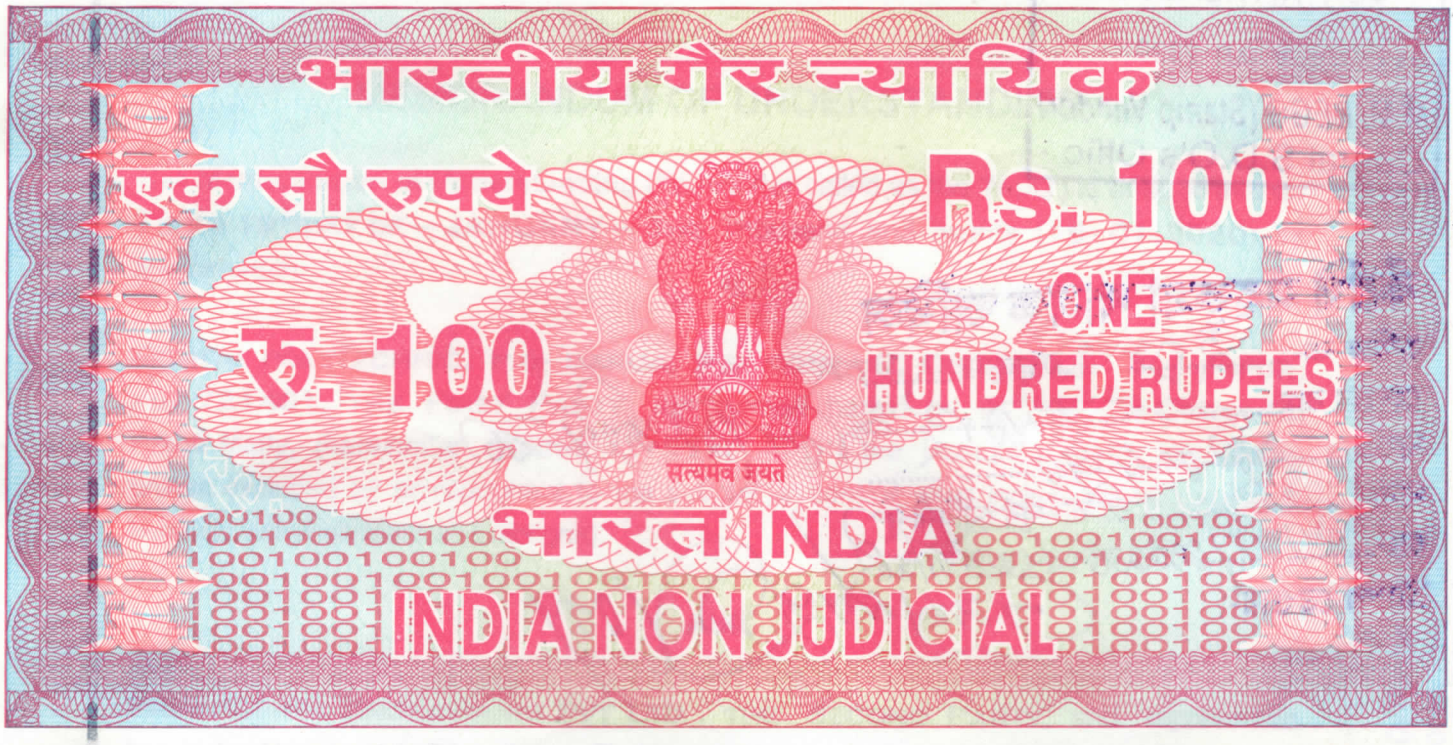

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL AD 028558

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

CONTAI POLYTECHNIC

&

PROGRESSIVE ENDEAVOURS PVT LTD

FOR

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

18.01.2018
Officer-in-charge
Contai Polytechnic
Govt. of West Bengal

Progressive Endeavours Pvt. Ltd.
Managing Director
18/01/2018

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the **19TH DAY OF – JANUARY –** Two Thousand and twenty **(19-01-2020)**, by and between

CONTAI POLYTECHNIC, P.O- DARUA, P.S- CONTAIN, DIST- PURBA MEDINIPUR, PIN- 721401, THE FIRST PARTY represented herein by its **Officer-in-Charge Sri Prabir Maity,** (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).

18-01-2020
Officer-in-charge
Contai Polytechnic
Govt. of West Benga

AND

PROGRESSIVE ENDEAVOURS PVT LTD , THE SECOND PARTY, and represented herein by Managing Director - Prasanta Kumar Patra (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') as

WHEREAS:

A) First Party is a Higher Educational Institution named:

(i) **CONTAI POLYTECHNIC**

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) **Progressive Endeavours Pvt Ltd** , the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of – SURVEYING, ESTIMATING, PLANNING , AUTO CAD and related fields

F) **Progressive Endeavours Pvt Ltd**, the Second Party is executing "FLIPKART project - under SHAPOOJI & PALLONJEE GROUP at Haringhata, Nadia and WBIDC Project - retaining wall cum boundary wall, at Vidyasagar Industrial Park, Kharagpur.

G) All the information about company is available in www.pelhaldia.com and in annexure page

Progressive Endeavours Pvt. Ltd.
Managing Director 18/01/2020.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH

CLAUSE 1
CO-OPERATION

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.

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.

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

The budding graduates 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.

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.

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.

18.01.2020
Officer-in-charge
Contai Polytechnic
Govt. of West Bengal

Progressive Endeavours Pvt. Ltd.
Managing Director 18/01/2020

Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of SURVEYING, ESTIMATING,PLANNING , AUTO CAD, etc - - .

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.

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.

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.

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 at least .....% of the students. The Second Party will itself absorb at least ------ percentage of the trained students. as per requirement.

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

There is no financial commitment on the part of the **CONTAI POLYTECHNIC**, 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, Estoppel 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

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Progressive Endeavours Pvt Ltd**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Progressive Endeavours Pvt Ltd**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

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

18.01.2020
Officer-in-charge
Contai Polytechnic
Govt. of West Bengal

Progressive Endeavours Pvt. Ltd.

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 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 **CONTAI.**

AGREED:

For **Contai Polytechnic**

BN 18.01.2020

Authorized Signatory

Officer-in-Charge
Contai Polytechnic
Govt. of West Bengal

For **Progressive Endeavours Pvt Ltd**

Progressive Endeavours Pvt. Ltd. 18/01/2020

Authorized Signatory

Managing Director

Name of the Institute: Contai Polytechnic	**Name of Industry: Progressive Endeavours Pvt Ltd**
Address: **P.O- DARUA, P.S- CONTAIN. DIST-PURBA MEDINIPUR, PIN- 721401**	Address: Sutahata, Haldia, Purba Medinipur, West Bengal, PIN - 721635
Contact Details : 03220-255462	Contact Details: 03224-282139
E-mails: polytechnic_coontai@rediffmail.com	E-mails: pelhaldia@gmail.com
Web: www.contaipolytechnic.com	Web: www.pelhaldia.co

Witness 1: Ranajit Pati
Lecturer in Pharmacy
Contai Polytechnic

Witness 2: Balaram Patra.
Lecturer in Pharmacy
Contai Polytechnic.

Witness 3: Abhijit Dolai
Lecturer, in Civil Engg.
Contai Polytechnic.

Witness 4: Milan Kumar Das.
Lecturer in Mech. Engg.
Contai polytechnic.