

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AC 208460

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN
CONTAI POLYTECHNIC
&
AUTOMATION TRAINING INSTITUTE TRUST
FOR
SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, PLACEMENT, R&D
SERVICES AND RELATED SERVICES
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 18th Day of – November – Two Thousand and Nineteen (18-11-2019), by and between

Contai Polytechnic, P.O- Darua, P.S- Contai, 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).

AND

Automation Training Institute Trust, the second party, and represented herein by its Zonal / Divisional Head, Debabrata Rout, (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

AUTOMATION TRAINING INSTITUTE TRUST

Debabrata Rout
Managing Trustee

Prabir Maity
18-11-2019
Officer-in-charge
Contai Polytechnic



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) – **Automation Training Institute Trust** – , the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of – **PLC, SCADA, HMI, VFD, SERVO, AUTO CAD, ATM** - - and related fields
- F) – **Automation Training Institute Trust** – , the Second Party is promoted by **Star Digitech Group; Garia, Kolkata** and background of the Company.
- G) 1)Brisk Electronics Pvt Ltd, Pune-412115, Maharastra 2)Technosoft consultancy & Services, Kolkata - 700055 3)KBS Field Control, Kolkata-700077 4)SV Controls, Pune-402107 are connected with Automation Training Institute Trust.

Rambir Mishra
18-11-2019
Officer-in-charge
Contai Polytechnic



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

AUTOMATION TRAINING INSTITUTE TRUST
Rent
Managing Trustee

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.

Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of - - PLC, SCADA, HMI, VFD, SERVO, AUTO CAD, ATM - - .

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.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature

Prabir Mandal
18-11-2019

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



[Signature]
AUTOMATION TRAINING INSTITUTE TRUST
Managing Trustee

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 **Automation Training Institute Trust**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Star Digitech Group; Garia, Kolkata** or **Automation Training Institute Trust**, 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

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 **CONTAL**.

AUTOMATION TRAINING INSTITUTE TRUST

[Signature]
Managing Trustee

Pmbiv M in by
18-11-2019
Officer-in-charge
Contai Polytechnic
Govt. of West Bengal



AGREED:

For Contai Polytechnic

For : Automation Training Institute Trust

Prabir Mahanta
18-11-2019

AUTOMATION TRAINING INSTITUTE TRUST
Shout
Managing Trustee



Authorized Signatory

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

Authorized Signatory

Name of the Institute: Contai Polytechnic	Name of Industry: Automation Training Institute Trust
Address: p.o- darua, p.s- contain. Dist- purba medinipur, pin- 721401	Address: DAKSHINKATHIPOTA, P.O- NAYABAD (NEAR GARIA RAILWAY STATION), Kolkata- 150
Contact Details : 03220-255462	Contact Details: 8334903058/8961359640
E-mails: polytechnic_coontai@rediffmail.com	E-mails: autotraininst@gmail.com
Web: www.contaipolytechnic.com	Web: www.automationinst.org

Witness 1: Sajal Mahanta
Lecturer in CST
Contai Polytechnic
18.11.2019

Witness 2: Sappu Mahanta
Lecturer in ME
Contai Polytechnic
18/11/19.

Witness 3: Anil Ghosh
18/11/19
Anil Ghosh
Lecturer in Chemical Engg.
Contai Polytechnic

Witness 4: Balaram Patra
18/11/19
Balaram Patra
Lecturer in Pharmacy
Contai Polytechnic.

AUTOMATION TRAINING INSTITUTE TRUST
Shout
Managing Trustee

Memorandum of Understanding (MOU)

Between
APOLLO PHARMACY
&
CONTAI POLYTECHNIC

Date: 28.11.2019

This document constitutes an agreement between **Apollo Hospitals Enterprise Limited** unit **APOLLO PHARMACY**, having its Office at **Apollo Health City, Jubilee Hills, Hyderabad, Telangana -500033** and **CONTAI POLYTECHNIC**, for regular campus and recruitment of pharmacy students.

1. **Objective:** The objective of this MOU is to express the willingness of both parties to engage in an effort to promote the recruitment, selection and regular campus and recruitment of pharmacy students. Specific activities under this MOU will be identified through consultation between the two parties.

Contai Polytechnic, agrees to provide competent students having well knowledge about the molecules, compositions and other aspects of medicines and well knowledge about other pharmacy related technical activities.

APOLLO PHARMACY agrees to work with and coordinate with **Contai Polytechnic**, in the development of their initiatives to improve and support to the Pharmacy students regarding recruitment, selection, training and development.

2. General Terms of MOU

2.1 Duration of MOU: This MOU shall be operational upon signing and will have an initial duration of five year, and to be renewed thereafter. All activities conducted before this date within the vision of the joint collaboration will be deemed to fall under this MOU.

2.2 Coordination: In order to carry out and fulfill the aims of this agreement, each party will appoint an appropriate person(s) to represent its organization and to coordinate the implementation of activities. **APOLLO PHARMACY** and **Contai Polytechnic**, staffs will meet regularly to discuss progress and plan activities.

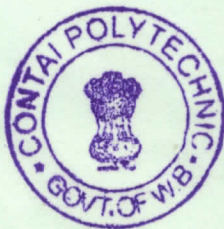
2.3 Confidentiality: Each party agrees that it shall not, at any time, after executing the activities of this MOU, disclose any information in relation to these activities or the affairs or method of carrying on the activities of the other without consent of both parties.

2.4 Termination of MOU: The partnership covered by this MOU shall terminate upon completion of the agreed upon period. The agreement may also be terminated with a written one month notice from either side. In the event of non-compliance or breach by one of the parties of the obligations binding upon it, the other party may terminate the agreement with immediate effect.

2.5 Extension of Agreement: The MOU may be extended provided the parties agree upon, and can provide the necessary activities.

2.6 Communications: All notice, demands and other communication under this agreement in connection herewith shall be written in English language and shall be sent to the last known address, e-mail, or fax of the concerned party. Any notice shall be effective from the date on which it reaches the other party.

2.7 Addendum: Any Addendum to this MOU shall be in writing and signed by both parties.



Prabir Maity
28-11-2019
Officer-in-Charge,
Contai Polytechnic
Govt. of West Bengal

For APOLLO HOSPITALS ENTERPRISE LTD

I. SUDHAKAR RAO
Sr. General Manager-HR



Officer-in-Charge,
Contai Polytechnic

Prabir Maity
28-11-2019

3. Other Provisions

3.1 Contai Polytechnic will provide competent candidates to the APOLLO PHARMACY terms and conditions stipulated in this MOU and subsequent Addendums.

3.2 Contai Polytechnic shall immediately inform APOLLO of any event, which could have a negative influence on or endanger the successful accomplishment of the tasks described in the agreement.

3.3 Both parties agreed to work with each other with mutual consent and according to the plan for their mutual interest.

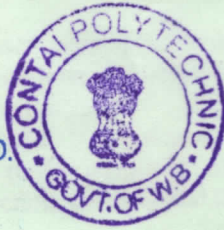
The terms and provisions in this MOU also apply to any subsequent Addendum to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the 28.11.2019.

APOLLO PHARMACY

For APOLLO HOSPITALS ENTERPRISE LTD.

I. SUDHAKAR RAO
Sr. General Manager-HR



Rabiv Maity
28.11.2019

Principal,
Contai Polytechnic,
Address: P.O - Darua, PS- Contai. Dist- Purba
Medinipur, Pin- 721401
E-mail Id: polytechnic_contai@rediffmail.com
Contact Number: (03220)-255462

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

WITNESS

- ① Sajal Mahanta
HOD, CST
28.11.2019
- ② Jappu Maity
lect. in ME
28.11.2019
- ③ Ranajit Prt^o
lecturer in Pharmacy
28.11.19
- ④ Sushil Sahoo
Lecturer in Electrical Ensgy
28/11/19

AICTE - MOUs File

BJ

28.01.2020



Government of West Bengal
Dte of Micro, Small & Medium Enterprises
Office of the General Manager
District Industries Centre, Purba Medinipur
D.C.Sankarara, Nimitalamore, Tamluk
Email : gmdic.prbmdn@gmail.com; Phone No. 03228-263442

Memo No: 1177/MOU /DIC/2019-20

Date:27.01.2020

To
Director
Directorate of Micro Small & Medium Enterprises
Gov. of West Bengal
New Secretariat Building (9th floor)
1, Kiran Shankar Ray Road
Kolkata-70001

Sub: Execution of MOUs with industries by Gov. sponsored polytechnics for internship.
Ref: Your memo No-148/cluster date: 24/01/2020

Sir,

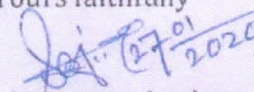
In reference to the above subject a list of 3-Govt. Polytechnic Colleges tied up with nearby 3-SMEs respectively within our jurisdiction are attached herewith for execution of MOUs as propose by your above Memo. The tie-up arrangement has been prepared after taking verbal consent from the concerned colleges and SMEs and due approval of the District Magistrate as well.

Tie-Up arrangement

Sl.No.	Name & Address of Polytechnic College	Name & address of the SMEs
1	Dr. Meghnad Saha Institute of Technology (Polytechnic College), City Centre, PO: Debhog, PS: Bhabanipur, Dist: Purba Medinipur (Contact No.9434744355)	M/S Sai Sunfactants Pvt. Ltd. (unit-II), Vill: Debhog, PO: Bhabanipur, Dist: Purba Medinipur (Contact No. 9903064598)
2	Kolaghat Gov. Polytechnic College, Vill: Amalhandra, PO & PS : Kolaghat, Dist: Purba Medinipur (Contact No.8777434544)	M/S Sahu Aluminium Works, Vill: Kalindipur, PO & PS: Panskura, Dist: Purba Medinipur (Contact No. 9733933464)
3	Contai Govt. Polytechnic College, PO: Darua, PS: Contai, Dist: Purba Medinipur (Contact No.8250472160)	M/S Sita Maa Rice Mill, Vill: Olua, PO: Balageria, PS: Contai, Dist: Purba Medinipur (Contact No. 9434146523)

Now, looking for your further instruction Sir.

Yours faithfully

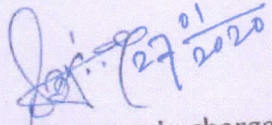

General Manager In charge
DIC, Purba Medinipur

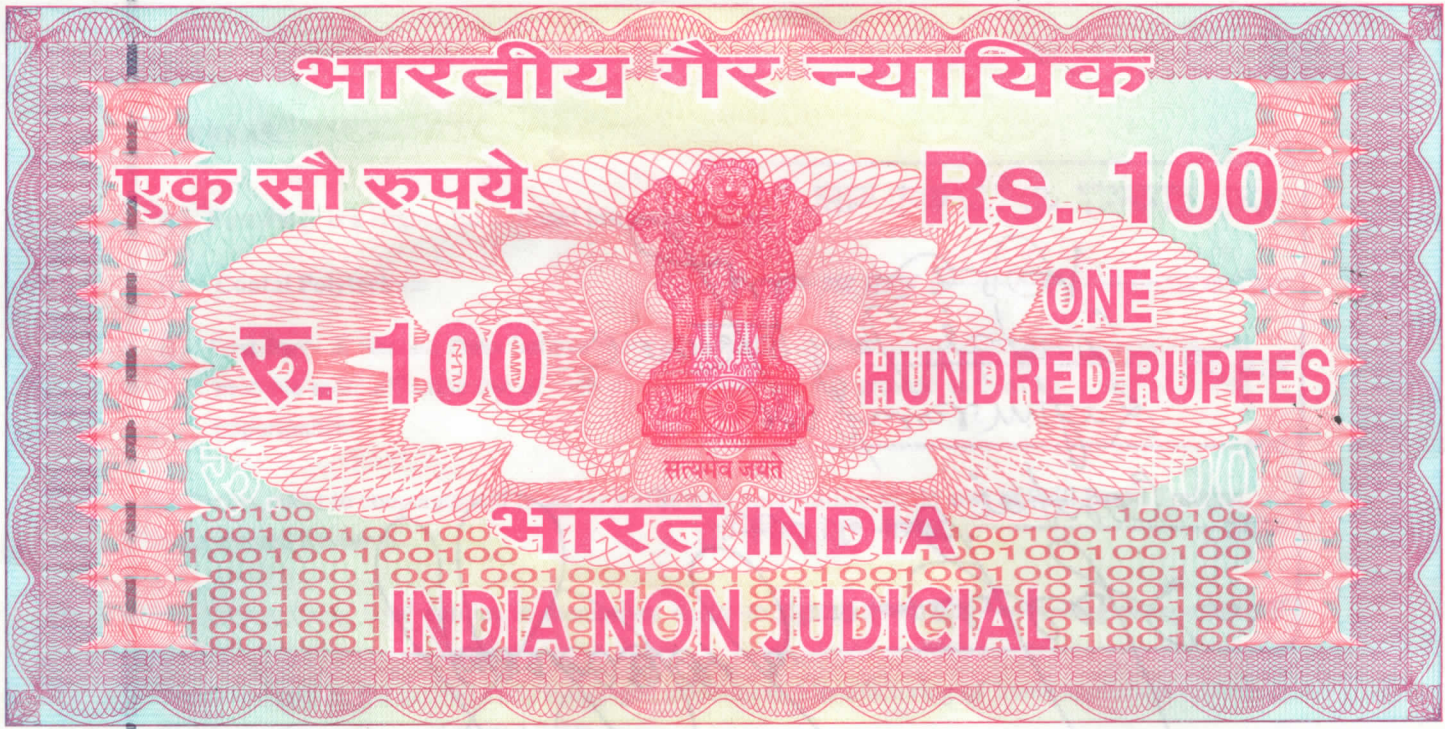
Memo No: 1177/1(3)/MOU /DIC/2019-20

Date: 27.01.2020

Copy forwarded to the following for information and necessary action to:

- 1) Dr. Meghnad Saha Institute of Technology (Polytechnic College), City Centre, PO: Debhog, PS: Bhabanipur, Dist: Purba Medinipur .
- 2) Kolaghat Gov. Polytechnic College, Vill: Amalhandra, PO & PS : Kolaghat, Dist: Purba Medinipur
- 3) Contai Govt. Polytechnic College, PO: Darua, PS: Contai, Dist: Purba Medinipur


General Manager In charge
DIC, Purba Medinipur



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AC 193132

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN
CONTAI POLYTECHNIC
&
PARCO INDUSTRIES
FOR

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 18th Day of – November – Two Thousand and Nineteen (18-11-2019), by and between

Contai Polytechnic, P.O- Darua, P.S- Contai, 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).

AND

Parco Industries, the second party, and represented herein by its Zonal Head, Nema Chand Maji, (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

Prabir Maity
Officer-in-Charge,
Contai Polytechnic
Govt. of West Bengal

Parco Industries

[Signature]
Proprietor

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.
– **Parco Industries**, the Second Party is engaged in Business, Manufacturing of home appliances related with interior decorations and related fields.

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

Prabir Maity
**Officer-in-Charge,
Contai Polytechnic
Govt. of West Bengal**

Parco Industries

[Signature]
Proprietor

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.

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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.

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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.

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

Parco Industries

Proprietor

Ranbir Malik

Officer-in-Charge,
Contai Polytechnic
Cuttack, West Bengal

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 **Parco Industries**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. The Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

The Party may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, the party have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE

PARTIES

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First Party

Second Party

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Prabir Maiti
Officer-in-Charge,
Contai Polytechnic
Govt. of West Bengal

Parco Industries

[Signature]
Proprietor

AGREED:

For Contai Polytechnic

Purbiv Maity

Officer-in-Charge,
Contai Polytechnic
Govt. of West Bengal
Authorized Signatory



For : Parco Industries,

Parco Industries

[Signature]
Proprietor

Authorized Signatory

Name of the Institute: Contai Polytechnic	Name of Industry: PARCO INDUSTRIES.
Address: p.o- darua, p.s- contain. Dist- purba medinipur, pin- 721401	Address: Chara dongaria, Dongaria, Nodakhali, South 24 Parganas, Pin - 743318, West Bengal.
Contact Details : 03220-255462	Contact Details: 9836271613
E-mails: polytechnic_coontai@rediffmail.com	E-mails: parcoindustries@yahoo.com
Web: www.contaipolytechnic.com	

Witness 1:

Sajal Mahanta
HOID, CST, 18.11.2015

Witness 2:

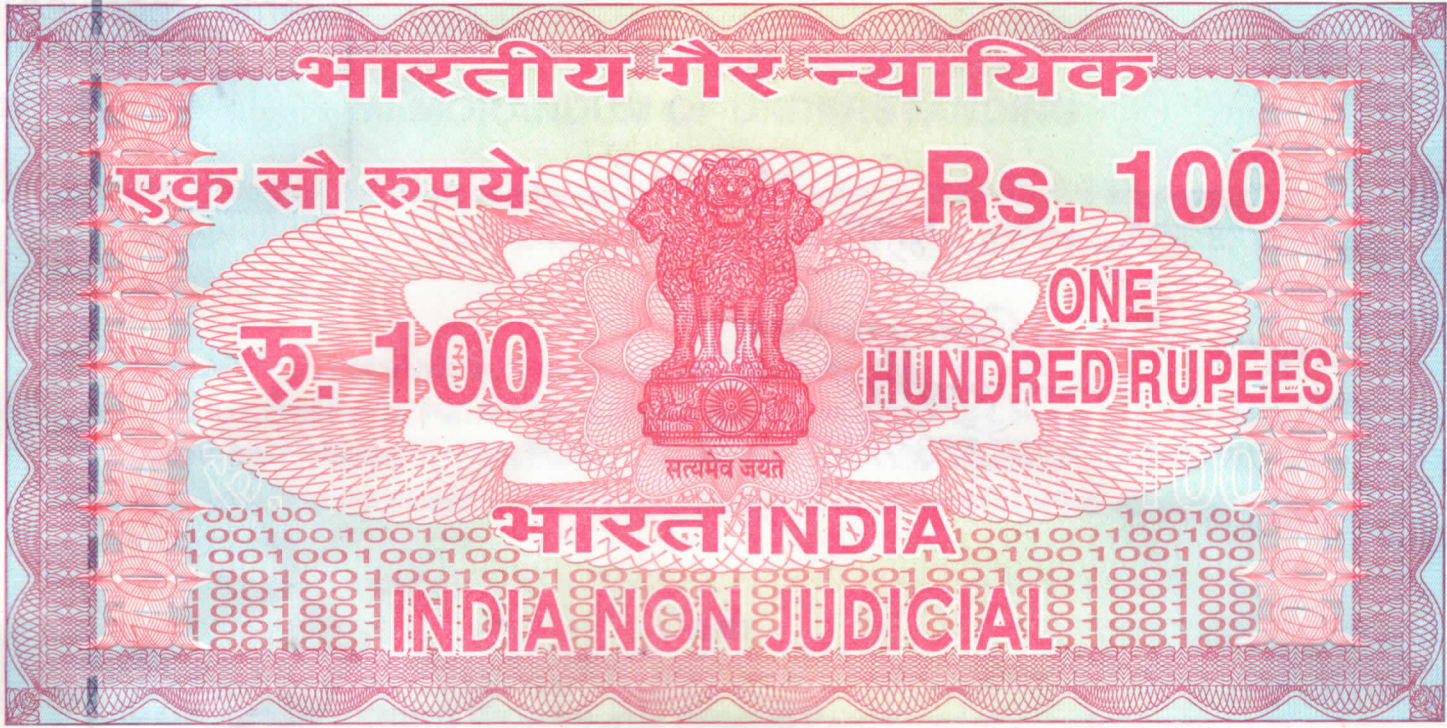
Jappu Maity
lect. in MET
Contai Polytechnic.

Witness 3:

Kalyan Kumar Ghosh
lect. in EE.

Witness 4:

Ranjit Priso
lect. in Pharmacy
Contai Polytechnic.



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AD 028300

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

CONTAI POLYTECHNIC

&

PAUL ENGINEERING WORKS

FOR

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

PAUL ENGINEERING WORKS

Proprietor
Pranta K. Paul
06/02/2020

BN
06.02.2020
Officer-in-charge
Contai Polytechnic
Govt. of West Bengal



MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the **6TH DAY OF – FEBRUARY –** Two Thousand and twenty (**06-02-2020**), 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**, (herein 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

PAUL ENGINEERING WORKS, THE SECOND PARTY, and represented herein by its Zonal / Divisional Head, **Pintu Paul** (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 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) – **PAUL ENGINEERING WORKS**– , the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of – **STEEL FURNITURE**- - and related fields
- F) – **PAUL ENGINEERING WORKS**– , the Second Party is promoted by **Star Digitech Group; Garia, Kolkata**

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

PAUL ENGINEERING WORKS
Pintu Ks. Paul
06/02/2020
Proprietor



BW
06-02-2020
Officer-in-charge
Contai Polytechnic

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.

PAUL ENGINEERING WORKS

Pinku K. Paul
Proprietor 08/02/2020



BW
06-02-2020
Officer-in-charge
Contai Polytechnic
Cont. of West Bengal

Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of - - **STEEL FURNITURE** -.

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 the students. The Second Party will itself absorb the trained students.

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 **PAUL ENGINEERING WORKS**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **BERACHAMPA, DEBALAYA, NORTH 24 PARGANAS** or **PAUL ENGINEERING WORKS** 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

PAUL ENGINEERING WORKS
Pintu Hk Paul
06/02/2020
Pranjalat



BK
06.02.2020
Officer-in-charge
Contai Polytechnic

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**.

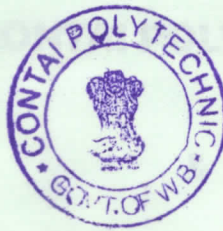
AGREED:

For Name of Institution

For Name of Industry

BLI
06.02.2020

Authorized Signatory
Officer-in-charge
Contai Polytechnic
Govt. of West Bengal



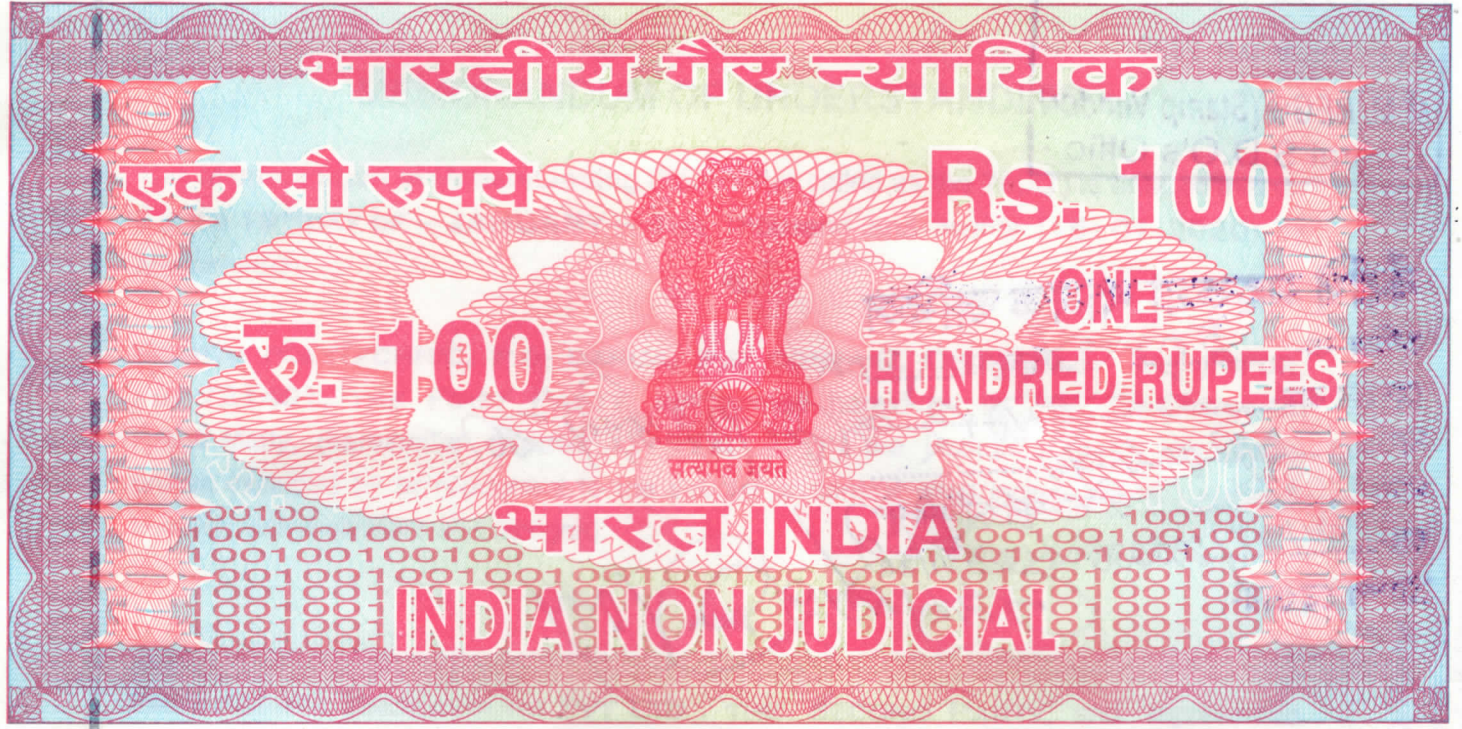
PINTU PAUL
Authorized Signatory

PAUL ENGINEERING WORKS
Pintu Mr. Paul
Proprietor *06/02/20*

Name of the Institute: Contai Polytechnic	Name of Industry: PAUL ENGINEERING WORKS
Address: P.O- DARUA, P.S- CONTAIN. DIST- PURBA MEDINIPUR, PIN- 721401	Address: BERACHAMPA, P.O- DEBALAYA DIST NORTH 24 PARGANAS , W.B.-743424
Contact Details : 03220-255462	Contact Details: 9733992256
E-mails: polytechnic_coontai@rediffmail.com	E-mails: paulenggworksbc@gmail.com
Web: www.contaipolytechnic.com	Web:

Witness1: *Sajal Mahanta*
Let in USJ.

Witness2: *Pappu Maity*
Let. in ME



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

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

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

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).

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

BK
18-01-2020

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

Progressive Endeavours Pvt. Ltd.

Prasanta Kumar Patra
Managing Director
18/01/2020

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH

CLAUSE 1
CO-OPERATION

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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.

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

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

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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 70% of the students. The Second Party will itself absorb at least 10% 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

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Bi
18.01.2020

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

*Progressive Endeavours Pvt. Ltd.
Rasanta Karmakar*

Contai Polytechnic
Contai Polytechnic

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AGREED:

For Contai Polytechnic

For Progressive Endeavours Pvt Ltd

BF
18.01.2020
Authorized Signatory
Contai Polytechnic
Govt. of West Bengal

Progressive Endeavours Pvt. Ltd.
Authorized Signatory
Rasanku
Managing Director
18/01/2020

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 Pr*
Lecturer in Pharmacy
Contai Polytechnic

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

Witness 3: *Abhijit- Daler*
Lecturer, in Civil Engg.
Contai Polytechnic.

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