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MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

BHATAR GOVERNMENT ITI

(Hereafter referred to as ITI)

Vill- Orgram 2nd Colony (Kanthaldanga), P.O- Orgram, P.S- Bhatar, Dist- Purba
Bardhaman, Pin-713128

&

JBM AutoLimited

(Hereafter referred to as Industry Partner)

16, Sector20B FARIDABAD -121007 (Haryana)

FOR

**Better industry linkage between The Prospective Employer And Carrier
Progression**



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MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on 25th March, 2019 (25.03.2019)

by and between

BHATAR GOVERNMENT ITI, Vill- Orgram 2nd Colony (Kanthaldanga), P.O- Orgram, P.S- Bhatar, Dist- Purba Bardhaman, Pin-713128

, **the First Party** represented herein by its **Principal** (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).

&

JBM AutoLimited., 16, Sector 20B FARIDABAD -121007 (Haryana), the Second Party, and represented herein by, **Manager**, (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) **BHATAR GOVERNMENT ITI** (First Party) & **JBM AutoLimited** (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.
- B) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training and employment potential of youth.
- C) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- D) **JBM AUTO LIMITED**. the Second Party is engaged in Business, Manufacturing, Services in the fields of - MECHANICAL For Manufacturing and services under the industry concerned and related fields
- E) Give related information, its branches, and dimensional information about the industry concerned with whom the MOU is worn.
- F) NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

For Every Clause assigned hereafter, we will take permission to the Second Party and the Second Party has the Right to take decision in respect to these Clauses.

CLAUSE 1: CO-OPERATION

- i. 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.
- ii. **BHATARGOVT ITI** (First Party) and **JBM AutoLimited** (Second Party) co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of **BHATAR GOVERNMRNT ITI** (First Party) providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the **JBM AutoLimited** (Second Party).
- iii. 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

- i. 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.
- ii. **Curriculum Design: JBM AutoLimited** (Second Party) will give valuable inputs to **BHATAR GOVERNMENT ITI** (First Party) in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- iii. **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; **JBM AutoLimited** (Second Party) to permit the Faculty and Students of the **BHATAR GOVERNMENTTT ITI** (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. **JBM AutoLimited** (The Second Party) will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with **BHATAR GOVERNMENT ITI** (the First Party).

- iv. **Skill Development Programs: JBM AutoLimited** (Second Party) to train the students of **BHATAR GOVERNMENT ITI** (First Party) on the emerging technologies in order to bridge the skill gap and make them industry ready.
- v. **Guest Lectures: JBM AutoLimited** (Second Party) to extend the necessary support to deliver guest lectures to the students of the **BHATAR GOVERNMENT ITI** (First Party) on the technology trends and in house requirements.
- vi. **Faculty Development Programs: JBM AutoLimited** (Second Party) to train the Faculties of **BHATAR GOVERNMENT ITI** (First Party) for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- vii. **Placement of Trained Students: JBM AutoLimited** (Second Party) will actively engage to help the delivery of The training and placement of students of the **BHATAR GOVERNMENT ITI** (First Party) into OJT/ Apprenticeship /internships /jobs; and will facilitate placements as per their requirement.
- viii. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.
- ix. There is no financial commitment on the part of the **BHATAR GOVERNMENT ITI**, 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

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

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period JBM Auto Limited., 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 JBM Auto Limited, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.

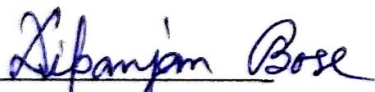
Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations. This MOU will be valid for 5 Years from the date of signing

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

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.

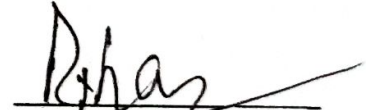
First Party

Second Party

AGREED:For **BHATAR GOVERNMENT ITI**For **JBM Auto limited**

Principal

Bhatar Government ITI



Manager

R.K. SHARMA

Chief General Manager
Head - JBM AUTO LIMITED.
JBM AUTO LIMITED**Name Of Institution:- BHATAR GOVERNMENT ITI****Name Of The Industry:- JBM AUTO LIMITED.****Address:-** Vill- Orgram 2nd Colony (Kanthaldanga), P.O- Orgram, P.S- Bhatar, Dist- Purba Bardhaman, Pin-713128**Address:-** 16, Sector 20B FARIDABAD -121007 (Haryana)**Contact Details:-** 7479044733**Contact Details:-** 011-26427104; Fax: 011-26427100**E-mail:-** bhatargovtiti@gmail.com**E-mail:-** corp@jbmgroup.com**Web:-** www.bhatargoviti.in**Web:-** www.jbm.group.com

Witness 1: Santanu Nandi

Witness 2: Amrul Khan

Witness 3: Tamal Hathi

Witness 4: Bijoy Singha