

Memorandum of Understanding

Between

GOVT. Industrial Training Institute Pundri (Kaithal)

And

Second Party (SD Industries, Kaithal)

For

ON-JOB-TRAININGS & RELATED SERVICES

MEMORANDUM OF UNDERSTANDING

This MOU dated.....25 NOVEMBER 2023 is for collaboration to support implementation of "On-Job-Training" by and between

Govt. Industrial Training Institute (Pundri) Kaithal, located at Karnal Road, Pundri with DGT file reference no. DGT/12/01/2016 dated affiliation no TCDT1692016 and MIS code GR06000020, The First Party and represented here in by its Principal or Jr. Apprentice & Placement Officer, the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns)

And

SD Industries, Kaithal, The Second Party represented here in by Sh. ASHOK SHARMA, the institution 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 here in after jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A) The First Party is an educational institute registered under Department of Skill Development and Industrial Training Haryana to administer and manage affair of **Government ITI Pundri**.
- B) The first party is engaged in imparting technical education as per the norms of Directorate General of Training (DGT), Ministry of Skill Development & Entrepreneurship (MSDE)
- C) The second party **SD Industries, Kaithal**.
- D) 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.
- E) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- F) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

C. Background

Directorate General of Training (DGT), Ministry of Skill Development & Entrepreneurship (MSDE) is responsible for co-ordination of all Skill Development efforts across the country, removal of disconnection between demand and supply of skilled manpower, building the vocational and technical training framework, skill up gradation, building of new skills, and innovative thinking not only for existing jobs but also jobs that are to be created.

Industrial Training Institutes (ITI) are training institutes which offer range of vocational /skill training courses covering a large number of economic sectors with an objective to provide skilled work force to the industry as well as self-employment of youth. The training courses have been designed to impart basic skills and knowledge in the trades so as to prepare trainee for employment as a semi-skilled worker or for self employment.

To bridge the disconnect between ITI trainees' learning outcomes and the industry requirements, the Ministry of Skill Development & Entrepreneurship (MSDE) introduced the scheme "On-Job-Training" (OJT) w.e.f. 2022-2023 session.

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 respective 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.
- 1.2.** First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of both Parties providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry/ global scenario.

CLAUSE 2

SCOPE OF THE MoU

- 2.1 OJT scheme is to help students get direct experience in using tools, techniques, or equipment used in a live environment. Students can learn and gain practical experience in their field of study & enable Government and Private ITIs for conducting training programmes under high employability courses for industries and establishments, so as to fulfill their skilled manpower requirements.
- 2.2 OJT helps enable Industry linkages and provide hands on experience to students on industries latest/ updated technologies. In addition thereto, one of its major objectives is to reflect on the practical application of knowledge and skills in real work environments and to ensure that their education has the essential balance between theory and practice.
- 2.3 As per the guidelines of DGT the overall duration of on-job-training shall be **150 Hours** as per the mutual understanding of both the parties at appropriate time during the year.
- 2.4 After successful completion of training in respective trade, the second party SD Industries, Kaithal. (**Annexure-I**) will issue a certificate of training on their official letter head.
- 2.5 The Second Party to permit the Faculty and Students of the First Party to visit its campus in Training Programs in such a number that second party deems convenient. The 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 as per the availability for the hands-on training of the learners enrolled with the First Party.
- 2.6 The students of the First Party will give letter of undertaking duly signed by students and their parents before the start of OJT (**Annexure-II**).
- 2.7 The concerned faculty from the First Party will supervise the performance of the students during the training time to time.

CLAUSE 3

INTELLECTUALPROPERTY

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. However, in case of joint research/supervision, both the parties shall have joint right to determine the ownership of any intellectual property, commercial exploitation etc.

CLAUSE 4

VALIDITY

4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period Government ITI Pundri, the First Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of both the Parties after termination of this Agreement by way of communication, correspondence, etc., shall not be construed as an extension of this MoU. The Validity of the MoU may however be for three years.

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.

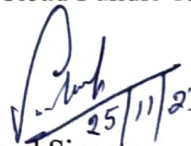
CLAUSE 5

RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that First Party and Second Party are acting under this MoU as independent parties, 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 mutually.

AGREED

For GOVT. ITI Pundri
(Karnal Road Pundri-136042)


25/11/23
Authorized Signature

SANDEEP KUMAR RAVESH
JR. APPRENTICE & PLACEMENT OFFICER
Govt. I.T.I. Pundri {KAITHAL}

SD Industries, Kaithal
DHANO ROAD, OPP. JINDAL HOUSE
(Kaithal, Haryana)

For S.D. Industries


Prop.
Authorized Signature

MOBILE- 97291-30029 {SANDU}

Annexure-I
(on Official Letter Head of organization)

TO WHOM IT MAY CONCERN

This is to certify that Mr./MissS/D/o.....Registration No....., a student oftrade, Government Industrial Training Institute Pundri (Kaithal) has successfully completed his/her **150 Hours On Job Training (OJT) fromto** in our company/Organization. During the period of training he/she was found punctual & hard working.

We wish him all the best for his future Endeavour.

Company Name and Stamp
With Authorized Signature