

ಆಂಧ್ರವರೆ है आन्ध्र प्रदेश ANDHRA PRADESH

S.No:49586 0+041/0.2017 Rs: 100/ Sold to Gover ITI Girls, wellow not by, Principle:

L.No. 09 09 003/2002

To Whom I Ste Notice Hos Rasher Ahmed, wellowe GOLAGAMUDI, ANIKEPALLI,

S.P.S.R. Nellore Dist.

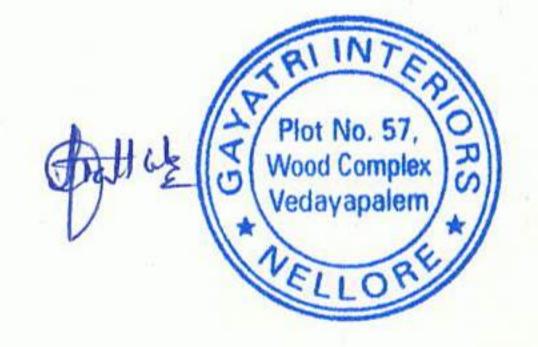
MEMORANDAM OF UNDERSTANDING **AMONG** GOVERNMENT ITI (GIRLS), NELLORE AND GAYATRI INTERIORS, NELLORE

This Memorandum of Understanding is made on 10-10-2017 among Govt. ITI (Girls), Venkateswarapuram Nellore, (here -in-after to be called 'THE FIRST PARTY') through its Principal, Smt. Sk. Razia and M/s. Gayatri Interiors, Nellore (here in after to be called 'THE SECOND PARTY') tarough its Managing Director, Shri Hari Prasad Garu

WHEREAS 'THE FIRST PARTY' is an educational society registered under society registration , to administer and manage the affair of ITI Nellore.

AND WHEREAS 'THE FIRST PARTY' through ITI is engaged in imparting Technical Education including echnical education in the field of Manufacturing of Schools & Hospital furniture.

Govt. I.T.I. For Girls NELLORE



AND WHEREAS 'THE SECOND PARTY' is Manufacturers of all Types of furniture, sales, marketing and after sales service of the all types of Furniture's.

AND WHEREAS it is one of the aim of the 'THE FIRST PARTY' that the skills imparted by 'THE FIRST PARTY' must keep pace with the technological demands of the industry and the expanding universe of knowledge to produce world class workforce e.

WHEREAS 'THE SECOND PARTY', being a responsible corporate citizen, has always contributed to society, inter alia, by educating and sharing with people/technicians/ technical students its learning in the technical area during its journey to become world class;

AND WHEREAS 'THE FIRST PARTY' has expressed its interest to 'THE SECOND PARTY' in getting assistance in achieving its goal of imparting latest and up to date technical Knowledge in the field of automobiles to the students of 'THE FIRST PARTY'.

AND WHEREAS 'THE SECOND PARTY' being impressed by the independent work done by the 'THE FIRST PARTY' by way of development of course material on Fitting & Welding, both print material and video CD's for student training has agreed to provide necessary assistance to 'THE FIRST PARTY' in imparting latest and up to date technical knowledge in the field of automobiles to the students of 'THE FIRST PARTY'.

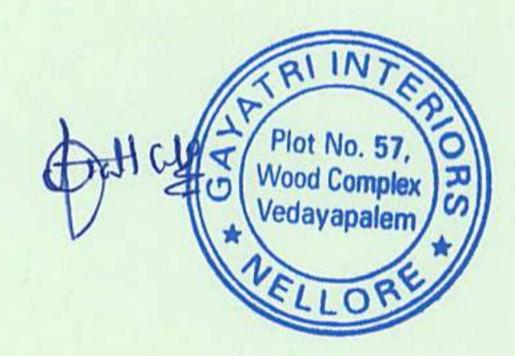
NOW, THE PARTIES hereto agree as under:

The objective of this MoU shall be skill up gradation to meet the Industry requirements of present and future, subject to availability of resources and due constraints of the budget of 'THE FIRST PARTY'.

- To meet the above objective, parties shall from a joint Working
 Committee (here-in-after to be called) JWC for advising how to provide
 Multi-skilled workforce of world standard by:
 - a. Updating course curriculum,
 - b. improving training facilities,
 - c. adopting new training technology, and
 - d. taking such other decisions as may be deemed fit by JWC.
- 2. 'THE JWC' will comprise of 3 members wherein each party shall nominate one member.
- 3. 'THE JWC' will have the following roles and responsibilities:
 - i) Faculty and staff Development:

JWC will identify the training needs of all faculty and staff members and detailed training calendar will be planned including exchange of commitments of the staff of the FIRST PARTY and other exigencies of employment.

PRINCIPAL GOVA GOVA I.T.I. For Girls 0/10/17



ii) Teaching Aids:-

Teaching aids like working models, slides, video projections, Instruction materials, work books, detailed job assignment of the FIRST PARTY will be developed as required under the guidance of the JWC.

iii) On-job Training (OJT):-

JWC will organize seminars, workshops, and OJT for the benefit of trainees and faculty. 'SECOND PARTY' may provide their existing set-up for time bound OJT.

- 4. The JWC will advise the 'FIRST PARTY' for updating of course curriculum and/or introduction of training modules, over and above the NCVT norms to meet industry expectations, procurement of tools and equipment, modification in workshop set-up etc, and these will be implemented subject to necessary academic and administrative approvals of the 'FIRST PARTY' and availability of resources.
- 5. 'THE FIRST PARTY' agrees to give first preference to 'THE SECOND PARTY' for the placement of students under different courses (Fitter Manufacturing, Repair & Maintenance of all types of furniture) in their Service Network. 'THE FIRST PARTY' further agrees that after the requirements of 'THE SECOND PARTY' are met, 'THE FIRST PARTY' shall give preference to other workshops/service centers in the network of 'THE SECOND PARTY'. The time for campus scrutiny of the students of THE FIRST PARTY by THE SECOND PARTY shall be mutually discussed and agreed between the parties from time to time.
- 6. The necessary tools & equipment as recommended by 'THE SECOND PARTY' should be made available at the ITI by 'THE FIRST PARTY'. These tools & equipments will help in imparting proper practical training to students. 'THE SECOND PARTY' may also support the FIRST PARTY by providing training manuals, handbooks, assembles / sub assembles etc.
- 7. THE SECOND PARTY agrees to provide necessary support as it may deem fit, reasonable and necessary at its own discretion in respect of the following
 - i. Training for the faculty.
 - ii. Dissemination of good management practices to upgrade the skills of the student.
 - iii. Providing assemblies, sub-assemblies etc for training and learning.
 - iv. Providing literature and technical books.
 - v. Any other assistance useful in improving the quality of training and acceptance of these will be subject to laid down procedures of approvals by the 'FIRST PARTY'.
- 8. 'THE SECOND PARTY' may, without having any obligation, contribute fully or partially at its discretion towards:
 - i) Providing assemblies, sub assemblies, training literatures.
 - ii) Training to faculty and students of ITI.

Plot No. 57, Wood Complex Vedayapalem

PRINCIPAL
Govt. I.T.I. For Girls 10/17
NELLORE

- iii) Add on syllabus of THE SECOND PARTY with the institute's curriculum and regular updating as and when required.
- iv) On-job training of selected candidates.
- v) Assistance in placement of trainees after completion of training.
- 9. At the end of the course curriculum, the FIRST PARTY will conduct final examination of the students and shall issue the certificate to qualifying students.

THE SECOND PARTY or any of its Workshop can conduct such further tests or interviews which it may deem fit and necessary before inducting the students into the network of the SECOND PARTY.

Merely passing or qualifying of any exam conducted by either FIRST PARTY shall not entitle any student of automatic induction into the SECOND PARTY. The induction of any student shall depend upon a host of factors such as the requirement of service network member, the competency of the student from time to time.

- 10. For effective implementation and monitoring of the scheme as envisaged in the MoU, The Principal, ITI (Girls), Nellore will be the Nodal officer on behalf of the 'FIRST PARTY' and Shri Hari Prasad Garu will be nodal officer behalf of the 'SECOND PARTY'. However, the parties may nominate any other person as Nodal officer on its behalf.
- 11. All parties value the spirit of this agreement and would strive to provide trained manpower as per industry's requirement.

Plot No. 57, Wood Complex Vedayapalem **

VELLORE

VELLOR

PRINCIPAL GRANGE GOVERNMENT OF THE NELLORE

9.a The Training aids provided by SECOND PARTY to FIRST PARTY for the purposes of this MOU should be used for the training purpose only. FIRST PARTY should ensure proper maintenance and upkeep of these training aids and avoid any misuse of training aids. In the event of such misuse of training aids and /or poor maintenance of training aids, discontinuation course/trade by FIRST PARTY or no students enrolled in the said course /trade, the same shall be treated as a ground for termination of the MOU by the SECOND PARTY and such resources as provided by SECOND PARTY and SECOND PARTY may thereafter be applied /granted/shifted to other ITI's without any objections /claims being made by the FIRST PARTY.

Plot No. 57, Wood Complex Vedayapalem

PRINCIPAL GOID | A GOVI. I.T.I. For Girls | 0 | 10 | 17

- 12. THE SECOND PARTY shall conduct an annual Quality audit of the various aspects of the ITI and discuss the findings with the ITI. The JWC shall take necessary steps to remove any discrepancy found in the quality audit and shall take all steps as may be necessary for improvement as may be recommended in audit report or otherwise suggested by THE SECOND PARTY.
- 13. The FIRST PARTY shall take prior approval for any use or display of the name or logo of the SECOND PARTY.
- 14. During the term of this MoU, SECOND PARTY can add Curriculum/Syllabus (Technical) in existing syllabus as approved by NCVT/DGET.

The FIRST PARTY shall take prior approval for any advertisement which it proposes to give in respect of the ITI and which carries the name of the SECOND PARTY

The FIRST PARTY will not carry out any promotional campaign for inviting students which may mis-represent the name of THE SECOND PARTY.

Gayatri Interior's name and logo will not be used on stationery of the FIRST PARTY, advertisement by the FIRST PARTY, any other form of publicity material etc.

- 15. The FIRST PARTY acknowledges that the Training Handbooks, Service Manuals, Technical Inputs and other information and data ("Gayatri Interior's Intellectual Properties") provided by either Gayatri Interior's Or the second party to the FIRST PARTY is the sole and exclusive property of Gayatri Interior's and Gayatri Interior's alone has all proprietary and intellectual property rights including all copyrights, patents and trademarks in said Gayatri Interior's Intellectual properties. The FIRST PARTY shall not at any point of time claim or represent any right or title in the said "Gayatri Interior's Intellectual Properties" and shall forthwith return the same to Gayatri Interior's on being so required by Gayatri Interior's or on termination/conclusion of this MoU. Material received by the FIRST PARTY from Gayatri Interior's, to be entered in stock register of the FIRST PARTY.
- 16. All parties shall indemnify each other against all loss, claims, damages or other liability of any nature whatsoever, which they may be liable to incur by reason of any act or omission.
- 17.THE FIRST PARTY shall not share the THE SECOND PARTY syllabus/ curriculum and any other information/ data shared by THE SECOND PARTY with the FIRST PARTY and marked as a confidential with any third other person including any other ITI.
- 18. The FIRST PARTY may get into tie-ups with any other companies for automobile courses subject to FIRST PARTY shall give first preference to THE SECOND PARTY network for recruitment of desired manpower for which tie-up has been made with THE SECOND PARTY, after informing THE SECOND PARTY in writing in order to avoid any conflict of interest and to provide undivided attention.

PRHYCIPAL
Govt. I.T.I. For Girls 0/10/17
NELLORE



- 19. In the reference of this MoU, the fee structure for the course will be the sole responsibility of the FIRST PARTY and THE SECOND PARTY shall not play any role in the same. The FIRST PARTY shall not involve THE SECOND PARTY in any kind of financial transaction of the FIRST PARTY with students or any other body.
- 20. Any difference between the parties shall always be endeavored to be resolved by mutual dialogue. In case any dispute or difference cannot be resolved by mutual discussion, the parties shall submit the matter to Arbitration of three Arbitrators .both the disputing parties shall appoint one arbitrator .in case all the parties are at dispute, all shall appoint one arbitrator each. The award of arbitral Tribunal shall be final and binding. The arbitration proceedings shall take place at Delhi. Parties shall bear equal cost of arbitration.
- 21. All disputes shall be subject to Delhi jurisdiction only.
- 22. This MoU may be amended with mutual consent of the parties.
- 23. This Memorandum of understanding shall come into force on the date of its execution and will be effective for three years from the said date.
- a) It can be renewed or extended for a further period of three years with mutual consent of the parties.
- b) Both parties will have the right to terminate this MOU with three months notice without assigning any reason.
- c) The implementation of the MOU would be monitored on a quarterly basis.

For and on behalf of

PRINCIPAL

Govt. I.T.I. For Girls NELLORE

The FIRST PARTY

For and on behalf of

The SECOND PARTY

Witnesses:

1. Many AIAH)
Training officer.

2. A. Shickeri)
(A. SRIDEVI)
T.O.