



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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**MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN
GHANI KHAN CHOUDHURY INSTITUTE OF
ENGINEERING AND TECHNOLOGY (GKCIET)
&**

**M/S. MILAN KUMAR GHOSH
FOR**

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, PLACEMENT AND
RELATED SERVICES**

By and between

**GHANI KHAN CHOUDHURY INSTITUTE OF
ENGINEERING AND TECHNOLOGY (GKCIET)
Narayanpur, Dist.-Malda, Pin-732141, West Bengal**

&

**M/S. MILAN KUMAR GHOSH
Hyderpur Road, Malda, W.B-732101**

Ver. Madar Ray
Asstt. Registrar
GKCIET, Malda

Dr. S. K. Ghosh
Principal

1736 18/07/2018
Sl. No. Date Value 100/-
Name G K C I E T
Address
P.S. Dist. Malda
SADAR STAMP VENDER


INDRADAMAN DAS
Lic. No.- 71
SADAR STAMP VENDOR
MALDA.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 31st day of – JULY – Two Thousand and Eighteen (31/07/2018), by and between

Ghani Khan Choudhury Institute Of Engineering And Technology, A Central Funded Technical Institute (CFTI) under Ministry of Human Resource Development, Govt of India, **Narayanpur, Dist- Malda, Pin-732141, West Bengal**, the First Party represented herein by **Md Abdur Rajjaque, Asst. Registrar, GKCET, Malda**

AND

M/S. MILAN KUMAR GHOSH, the Second Party, and represented herein by its Zonal / Divisional Head, **Shri. MILAN KUMAR GHOSH, Hon'ble Chairman** (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) **Ghani Khan Choudhury Institute of Engineering and Technology.**
- (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) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- (E) **M/S. MILAN KUMAR GHOSH**, the Second Party is engaged in Business, Maintenance, Skill Development, Education, Training and Placement in the fields of electrical and services under the industry concerned and related fields.
- (F) **M/S. MILAN KUMAR GHOSH** –, the Second Party is promoted by promoter name Group; Address and background of the Company.
- (G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

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

Md. Abdur Rajjaque
Asstt. Registrar
GKCET, Malda

Milan Kumar Ghosh
Proprietor
31/7/18

CLAUSE-1

- 1.1 Both parties are united by common interest 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 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 facilities 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.
- 1.3 The general terms of co-operation shall be governed by this MoU. The Parties shall co-operate 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 terms 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

- 2.1 The budding graduate from the institute 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 skill and knowledge.
- 2.2 **Curriculum Design:** Second party will give valuable inputs to the first party in teaching/ training methodology and suitable customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training and Visit:** Industry and Institute 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 of 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 learners/ trainees enrolled with the First Party.
- 2.4 **Research and Development:** Both Parties have agreed to the carry out the joint research activities in the of Name of Industry Specializations, Activities and Services.

Md. Abdul Rayhan
Asstt. Registrar
GKCIET, Malda

Milan Kumar Ghosh
26/11/18
31/11/18

2.5 Skill Development Programs: Second Party to train the students of the First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.

2.6 Guest Lectures: Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends in house requirements.

2.7 Faculty Development Programs: Second Party to train the faculties of the First Party for the imparting training as per the industrial requirement considering the National Occupational Standards (NOS) sector, if available.

2.8 Placement of Trained Students: Second Party will actively engage to help the delivery of the training and placement of the students of the First Party into internships/ jobs.

2.9 Both Parties to obtain all internal approval, consent, and licenses of whatsoever nature required for offering the programmes on the terms specified herein.

CLAUSE-3

INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall, by expressly grant, implication, Estoppel or otherwise, create either party any right, little interest, or license in or to the intellectual property (including but not limited to know how inventions, patents, copy right and designs) of the other party.

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 **M/S. MILAN KUMAR GHOSH**, the second party, as the case may be, will takes effective steps for implementation of this MoU. Any act on the part of **GKCIET** or **M/S. MILAN KUMAR GHOSH**, the second party after termination of this agreement by way of communication, correspondence etc. shall not be constructed as an extension of this MoU.

4.2 Both parties may terminate this MOU upon 30th calendar days' notice in writing. In the event of termination, both parties have to discharge their obligation.

Nel. Asdw. Ray
Asstt. Registrar
GKCIET, Malda

Milan Kumar Ghosh
31/7/18
31/7/18

CLAUSE 5
RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that First party and Second party are acting under this MOU as independent contractors established under this MOU shall not be constructed as 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.

**Ghani Khan Choudhury Institute of Engineering
and Technology**

M/S. MILAN KUMAR GHOSH

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per Arbitration Act, 1996. The undertaking is to be construed in accordance with Indian law with exclusive jurisdiction in the Courts of Malda.

AGREED:-

For
Ghani Khan Choudhury
Institute of Engineering
and Technology

For
M/S. MILAN KUMAR GHOSH

Md. Abolur Ray Chowdhury

Asstt. Registrar
GKCIET, Malda

Authorized Signatory

30/7/18

Milan Kumar Ghosh
31/7/18

Authorized Signatory

Name of Institution: Ghani Khan Choudhury Institute of Engineering and Technology	Name of Industry: M/S. MILAN KUMAR GHOSH
Address: Narayanpur, Dist-Malda, Pin-732141, West Bengal	Address : Hyder pur Road, Malda, W.B-732101
Contact details: 9002484861	Contact details: 9775170548
Email: ar_est@gkciet.ac.in	Email:
Web: www.gkciet.ac.in/	Web:

Witness 1:

Ahijah Muhammad
31/07/2018
Trainer, EE

Witness 2:

Mintu Sinha
31/07/2018
Trainer, FT

Witness 3:

Goutam Ghosh
31.7.18

Witness 4:

Sushir Ghosh
31/7/18