MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

GOVT. POLYTECHNIC, DHENKANAL

AT-MAHISAPAT, NEAR MONTFORT SCHOOL, DHENKANAL-759001

Email: wpdhenkanal@rediffmail.com,

Mobile:9437296860

And

M/S MICROBOT INDIA, SRIT Colony

PO-Budharaja, Sambalpur-768004

Email:official.microbotindia@gmail.com

Mobile: 7894998237

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (fiereinafter called as the 'MOU') is entered in to the of 12th April of two thousand twenty three(12.4.2023)

BETWEEN

Govt. Polytechnic, Dhenkanal, Mahisapat, Near Montfort School, Dhenkanal, 759001, the First Party, represented 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).

AND

MICROBOT INDIA SAMBALPUR

, the Second Party, represented herein by its Zonal/Divisional Head/Director/prop., Tapan Biswal, Proprietor (hereinafter referred to as 'Second Party', 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 hereinafter jointly referred to as 'Parties' and individually as 'Party').

WHEREAS:

- A) The First Party is a Technical Educational Institution named: Govt. Polytechnic, Dhenkanal, Mahisapat, Near Montfort School, Dhenkanal, 759001.
- (B)The Second Party, MICROBOT INDIA engaged in business, manufacturing, skill development, education, R&D services in the fields of Civil, Mechanical, &Comp Sc &Engg Branches.
 - (C)The first party is desirous of providing exposure training/advanced skill training/internship training in the fields of Civil, Mechanical & Computer Sc Engg by the second party.

- (D)Under the scheme, the 2nd party (Here, MICROBOT INDIA, is required to perform the role and function of training provider to registered students of first party during its project execution activities, with subsidized training cost of on physical/virtual mode.
- (E)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.
- (F)The Second Party has expressed its keen interest and desire to be a key Partner with the said Institute in providing internship/exposure/additional skill training and facilitating scope of placement for the trainees.
- (G)Both the parties have held discussions and agreed for collaboration for conduct, whereby Govt. Polytechnic, Dhenkanal, the First Party will sponsor students in groups in consultation with the 2nd party atleast twice in a year for the exposure visit and the Second Party will allow and impart the exposure training for enhancing employability in the job market.

Now therefore in consideration of the mutual promises set forth in this MOU, the Parties hereto agree as follows:

CLAUSE 1: COOPERATION

- 1.1Both 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.
- 1.2 First & second party cooperation will facilitate effective utilization of the intellectual capabilities of the first party providing significant input to the 2nd party in developing suitable teaching/training methodology keeping in mind the needs of the industry.
- 1.3 The general terms of cooperation 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 asmay be required to give effect to the actions contemplated in terms of this MOU.

CLAUSE 2: SCOPE OF THE MOU

- 2.1 The budding graduates from the institution could play a key role in technological upgradation, innovation and competiveness of an industry. Both the parties believe that close-cooperation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Skill Development Programs:** Second Party agrees to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.3 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the programs on the terms specified herein.
- 2.4 Guest Lectures: Second party to extend the necessary support to deliver guest lectures to the students of first party on technology trends and in house requirements.
- 2.5 Faculty Development Programme: Second party to train the faculties of first party for imparting industrial exposure/training as per the needs of the industry from time to time.
- 2.6 Research &Development:Both the parties have agreed to carry out the joint research activities in the fields of CIVIL,MECHANICAL &Comp Sc Engg for value added courses, internships and projects.
- 2.7 **Govt. Polytechnic, Dhenkanal,** the First Party to bear the financial aspects, if any after mutually agreed upon after obtaining approval from the competent authority of the Institution for the training programs mentioned in MOU.

CLAUSE 3: INTELLECTUAL PROPERTY

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, copyrights 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.
- 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

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.

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 the place mutually agreed between First Party and Second Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Odisha.

Agreed

For GP, Dhenkanal

First Party

Authorized Signatory

Witness:

Principal

Govt. Polytechnic

Dhenkanal

14

12-4.2020

2- 11/10

For MICROBOT INDIA

Second Party

Authorized Signatory

Microbot

Proprietor

- (TAPAN BISWAL)

Witness:

1. Gobrada Jarokh

2. (Aswini plean pleto.

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BETWEEN

GOVT. POLYTECHNIC, DHENKANAL

AT-MAHISAPAT, NEAR MONTFORT SCHOOL, DHENKANAL-759001

Email: wpdhenkanal@rediffmail.com,

Mobile:9437296860

And

TRAINING HUB LABS(THL), BHUBANESWAR-751016

Email:info.thl073@gmail.com

Mobile:7008161942/8984164043

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered in to the of 10^{th} May of two thousand twenty three(10.5.2023)

BETWEEN

Govt. Polytechnic, Dhenkanal, Mahisapat, Near Montfort School, Dhenkanal, 759001, the First Party, represented 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).

AND

Training Hub Labs(THL)

Geetanjali Building, District Centre, Chandrasekharpur, BHUBANESWAR

, the Second Party, represented herein by its Zonal/Divisional Head, Ms. Lipika Mishra (hereinafter referred to as 'Second Party', 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 hereinafter jointly referred to as 'Parties' and individually as 'Party').

WHEREAS:

- A) The First Party is a Technical Educational Institution named: Govt. Polytechnic, Dhenkanal, Mahisapat, Near Montfort School, Dhenkanal, 759001.
- (B)The Second Party, Training Hub Labs (THL) is engaged in business, manufacturing, skill development, education, R&D services in the fields of Civil, Architecture, &IT trades .THL is promoted by International Standard Certification (Australia), Central Govt&State Govt. Certification.

- (C)The first party is desirous of providing exposuretraining/advanced skill training/internship training in the field of civil, Architecture & Computer Sc Engg by the second party.
- (D)Under the scheme, the 2^{nd} party (Here, THL, is required to perform the role and function of training provider to registered students of first party during its project execution activities, with subsidized training cost of on physical/virtual mode.
- (E)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.
- (F)The Second Party has expressed its keen interest and desire to be a key Partner with the said Institute in providing internship/exposure/additional skill training and facilitating scope of placement for the trainees.
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Agreed

For GP, Dhenkanal

First Party

Authorized Signatory

ASABK KUMI PORP

For Training Hub Lab(THL)

Second Party

Authorized Signatory

Witness: Siprasubhadarshini Jena

Principal Govt. Polytechnic Dhenkanal

Witness: Hushele Mish