

Memorandum of Understanding (MoU)

Between

Govt. ITI Yawal, Dist. Jalgaon

&

M/s Datta Tractor Works, Yawal

for

On Job Training (OJT)

Name of Trade-Mechanic Tractor

Session 2024-25

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding ("MoU") has been entered into on 13/01/2025 ("the Effective Date") at Yawal, Dist. Jalgaon, Maharashtra.

BETWEEN

Government Industrial Training Institute (Adivasi) Yawal, having its office at **Behind the Govt. Rest House, Yawal, Tal-Yawal, Dist- Jalgaon State :- Maharashtra** (hereinafter referred to as "**FIRST PARTY**") of the ONE PART;

AND

M/s Datta Tractor Works a Company incorporated under the provisions of Factory Act,1956 and having Address **Bhusawal road, Behind Swaminarayan Mandir, Yawal Tal: -Yawal, Dist.: - Jalgaon** (hereinafter referred to as "**SECOND PARTY**") of the OTHER PART,

M/s Datta Tractor Works and Government Industrial Training Institute (Adivasi) Yawal, Yawal are hereinafter jointly referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS

1. THE FIRST PARTY which runs Industrial Training Institutes (ITI) is imparting Vocational Training to meet the demand of skilled manpower in the Maharashtra under the aegis of Director General of Training, Ministry of Skill Development & Entrepreneurship (MSDE), Government of India imparting Vocational Training.
2. THE SECOND PARTY is engaged in Repairing, Servicing, Machine work (Petrol & Diesel), Overhauling Maintenance of all kinds of Tractor & Agricultural Machines It is one of the aims of the "THE FIRST PARTY" that the skills imparted by "THE FIRST PARTY" must keep pace with the technological demand of the industry and the expanding universe of knowledge to produce world class workforce;
3. THE SECOND PARTY, being a skill development Responsible organization, has always contributed to society, inter alia, by educating and sharing with people/ technicians/ technical/ vocational training students its learning in the technical/ vocational training area during its journey to become world class;
4. "THE SECOND PARTY" shares THE FIRST PARTY vision to spread the benefits of skill-up gradation, Skill Development, Instructors' Training, Trainees Industrial exposure and consistently strives to bridge the gaps across the need of skilled manpower for industries;

NOW, THEREFOR it is mutually agreed and declared by and between THE PARTIES as under:

On Job Training (OJT) and Industrial Visits:

1. THE FIRST PARTY will be responsible for proper conduct of the trainees.
2. THE FIRST PARTY will arrange transportation of trainees during OJT.
3. THE FIRST PARTY will provide Accidental Group Insurance of trainees.
4. The SECOND PARTY arranges On Job Training (OJT) and Industrial Visits for **Twenty (20)** Trainees of **Mechanic Tractor** for **one month** and Faculty decided by the parties free of cost as per feasibility and mutual agreement depending on the convenience of both the parties.
5. The SECOND PARTY shall not be responsible in case of accident or / incidents to the faculty/ trainees during On Job Training (OJT) and Industrial Visits. The faculty/ trainees are not eligible for any medical assistance during training/ OJT by the SECOND PARTY
6. The support provided by THE SECOND PARTY for On Job Training (OJT) and Industrial Visits as mentioned in this MoU shall be free of cost. THE SECOND PARTY shall not be entitled to any compensation or consideration in return for the support covered under this MoU from the FIRST PARTY.

5. Terms and Conditions :

a. Commencement /Expiration Date :

This MoU begins on **13/01/2025** and expires **01/02/2028** unless terminated earlier in accordance with this MoU.

b. Participation in similar activities :

This MoU in no way restricts FIRST PARTY or SECOND PARTY from participating in similar activities with other public or private agencies, organizations, or individuals for same institute or other.

c. Termination :

Either party, upon thirty (30) days prior written notice, may terminate the MoU in whole, or in part, at any time before the date of expiration without liability to the other party. Further, either party may terminate this MoU, if the other party is in breach of this MoU and fails to cure such breach within ten (10) days after written notice to that effect.

Principal Contacts : The principal contacts for this MoU are :

FIRST PARTY :

Government Industrial Training Institute (Adivasi) Yawal, Behind the Govt. Rest House, Yawal, Tal-Yawal, Dist- Jalgaon State :- Maharashtra

SECOND PARTY

M/s Datta Tractor Works Bhusawal Road, Behind Swaminarayan Mandir, Yawal Tal:- Yawal ,Dist.:- Jalgaon

Fees and Expenses:

Unless otherwise agreed by both the parties, each party shall bear its own costs and expenses with regard to all negotiations, performance, and any other activities relating to the subject matter of this MoU.

d. Advertisement:

Unless agreed by both parties, either party shall use the name of the other party for the purpose of advertisement, promotional Campaign etc.

e. Confidentiality and Communications:

Each party shall: (i) protect any information provided by the other party that is identified as confidential or that should reasonably be considered confidential.

f. Intellectual Property:

Except for the permitted use of Confidential Information, each party acknowledges that, under this MoU, a party neither acquires any intellectual or other property from the other party nor any right in IP from the other party.

g. Independent Actors:

Nothing in this MoU shall create or imply any agency, venture, partnership, representative, or employment relationship between the parties.

h. Liabilities:

Neither party is liable for the intentional or negligent acts or omissions of the other. Each party shall be responsible for its officers, employees, trainees.

i. Modification:

Modification to this MoU shall be made by mutual consent of the parties through the issuance of a written modification, signed and dated by authorized representatives of each party, prior to any changes being performed.

j. Dispute:

All disputes, controversies or differences which may arise between the parties hereto out of or in relation to or in connection with or interpretations of this MoU or for the breach thereof shall be settled amicably between the parties through negotiations and shall not be referred to any Tribunal/ Arbitrator or court of law.

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IN THE WITNESS WHEREOF the parties hereunto have set and subscribe their respective hands and seal the say in the year first hereinabove written.

SIGNED, SEALED AND DELIVERED

For and on behalf of:

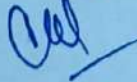
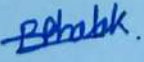
Government Industrial Training Institute (Adivasi) Yawal, Behind the Govt. Rest House, Yawal, Tal-Yawal, Dist.- Jalgaon State: - Maharashtra

Represented by:


T.R. Patil

PRINCIPAL
Industrial Training Institute
Yawal, Dist. Jalgaon

In the presence of:

1. Shri. V.P. CHAUDHARI. 
2. Shri. B.D. Phalak. 




SIGNED, SEALED AND DELIVERED

For and on behalf of:

M/s Datta Tractor Works Bhusawal Road, Behind Swaminarayan Mandir, Yawal Tal: -Yawal, Dist.: - Jalgaon

Represented by:


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In the presence of:

1. Shri.
2. Shri.

Date :- 13/01/2025

Place :- Yawal