



बिहार BIHAR

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 20/04/2018  
 अशोक कुमार, मुद्रांक विभाग  
 के.डी. रोड, गान्धिनगर, अहमदाबाद

*(Signature)*  
 अशोक कुमार, मुद्रांक विभाग  
 सामाजिक कल्याण, पटना  
 अनुज्ञापति सं-34/1987

MEMORANDUM OF UNDERSTANDING (MOU)

Between

ENTREPRENEURSHIP DEVELOPMENT INSTITUTE OF INDIA  
 &  
 INSTITUTE MANAGEMENT COMMITTEE OF GOVERNMENT WITI, PATNA  
 For  
 ENTREPRENEURSHIP DEVELOPMENT TRAINING

This Memorandum of Understanding ( hereinafter to a "MOU" is executed at patna on 20th day of April 2018 by and between ENTREPRENEURSHIP DEVELOPMENT INSTITUTE OF INDIA, an academic institution incorporated under the laws of India with its principal office located at Gandhinagar, Ahmedabad Road, Next to Apollo Hospital, Bhat, Ahmedabad, Gujarat 382428

( hereinafter referred to as " EDII " 80s " repugnant to the meaning or context thereof, be deemed to include its administrators, and affiliates and assigns) as first party.

*(Signature)*  
 Pankaj Bhardwaj

*(Signature)*

*(Circular Stamp)*  
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AND

Institute Management Committee of WITI, Patna formed under GoI sponsored scheme 'Up-gradation of 1396 ITI through PPP' having its office at, Digha Ghat Patna (hereinafter referred to as 'IMC'), which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its administrators and assigns) as second party;

"First Party" and the "Second Party" are hereinafter collectively referred to as "The Parties" and individually referred to as "The Party"

WHEREAS:

1. The First Party is, inter alia, Entrepreneurship development Institute of India is an autonomous and not-for-profit institute, set up in 1983, is sponsored by apex financial institutions - the IDBI Bank Ltd, IFCI Ltd, ICICI Bank Ltd and State Bank of India (SBI). An Acknowledged National Resource Institute for Entrepreneurship Education, Research, Training & Institution Building.
2. The Second Party is jointly promoted by Directorate of Employment & Training, Labour Resources Department, GoB and Institute Management Committee of WITI through one of the GoI sponsored schemes. This is engaged in overall up-gradation of Government Women ITI Patna through Institute development plan (IDP) approved in State steering committee meeting organized by Labour Resources Department, Government of Bihar.
3. The First Party desires to support the Bihar Government's agenda of Skill Development of youth through providing support in Entrepreneurship Development training to build up a cadre of young qualified skillful entrepreneurs.
4. Second Party is ready to allow the first party to impart training under the condition given in the MoU and for this second Party will source, screen, mobilize the sufficient numbers of eligible candidates from different background and also provide infrastructure and necessary fittings & furniture for successful conduct of entrepreneurship development training programme.

IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Parties are desirous of collaborating in order to jointly design and launch various programs related to entrepreneurship, self-employment, Skill Development and other entrepreneurship development related to girl students



Pankaj Bhardwaj

J.P. Sinha

perusing their educations and vocation training at Women's ITI at Digha which has state of art facilities with enough free space in the heart of Patna. The Parties thereby aspire to strengthen each other's brand positioning and shape and influence professional development in Bihar through the Program(s).

2. The Parties have captured the proposed terms and conditions of the above mentioned arrangement in a draft agreement and are discussing the same. The Parties hereby agree that based on the same, they shall enter into a definitive agreement to capture the terms and conditions of their association with respect to the Program(s) ("**Definitive Agreement**") as shall be mutually agreed between the Parties.
3. The Parties hereby agree that they shall prepare, discuss and finalise a blue print of the entire programme, mutually agree on commercials and any other activities related to and in furtherance of the Program(s) from the Effective Date of this MOU.
4. The Parties hereby acknowledge that except as provided hereunder, neither Party shall have any liability to the other Party in the event that no Definitive Agreement is executed between the Parties and until the execution of the Definitive Agreement, the Parties shall not, except as stated hereunder, undertake any activities stated hereunder with respect to any Program(s).
5. It is hereby recorded that the Parties are bound to fulfilling their obligations that shall arise after the execution of this MOU.
6. Each Party shall retain all copyright, trademarks, trade names, and other intellectual property rights (collectively referred as 'IPR'); a. in everything developed by it either before or during the course of this MOU, including systems, methodologies, software and know-how and, b. in all reports, deliverables, written advice, working papers, files or other materials provided by it to any prospective client in the context of any final contract that may be executed with any prospective client and this MOU, including electronic documents and files. Neither party shall use the IPR of the other party, without taking its prior written consent at all times.
7. It is agreed and understood by the Parties that this MOU shall originally be effective for a period of 120 days from the date of execution of this MOU, and shall stand automatically terminated on the following dates: (i) execution of the Definitive Agreement or (ii) validity period of this MOU, whichever is earlier.
8. This MoU shall be construed and interpreted in accordance with the Laws of India, and the Courts of Ahmedabad and Patna shall have the exclusive jurisdiction in all disputes arising here under.
9. No addition to or change in the terms of this MOU will be effective or binding on either of the Parties unless reduced to writing and executed by the respective duly authorized representative of each of the Parties.



*Pankaj Bharti*

IN WITNESS WHEREOF, each of the Parties has caused this MOU to be executed by its duly authorized representatives as of the date first written above.

ACCEPTED AND AGREED

ACCEPTED AND AGREED

By Institute Management Committee of WITI  
through its authorized Signatory

By Entrepreneurship Development Institute of India  
through its Authorized Signatory

  
20/4/18



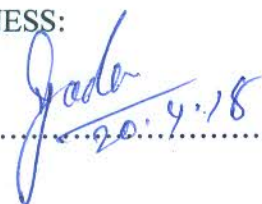
Mr. Prabhat Sinha  
Chairman, IMC of WITI- Patna

Dr. Pankaj Bharti  
Faculty-EDII

Institute Management Committee of WITI  
Office at Digha, Ghat  
Patna, Bihar

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(Via Ahmedabad Airport & Indira Bridge)  
P.O. Bhat 382 428 - Dist. Gandhinagar Gujarat - India  
Phone: +91 79 23969158, 159, 163; Fax: +91 79 23969164

WITNESS:

1.   
20.4.18



2. ....

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