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12AA 214282

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter called the 'MOU') is executed on this 16th Day of **NOV**' 2023

**BETWEEN**

**The Principal, Government Polytechnic, Koraput** addressed At-Rondapalli, Po-Ambaguda, Dist-Koraput, Pin-764055, Odisha, under the administrative control of Director, Technical Education and Training, Odisha, (hereinafter referred as G.P. Koraput which expression shall, unless it be repugnant to the context or meaning thereof, includes its successors and assigns) of the **First Party**.

**AND**

**Sky Rider Institutions for Advanced Skill and Research Pvt. Ltd.**, registered as private limited company with its registered office at Plot number-136/137, Centurion school of Rural Enterprises & industry collaboration though its authorized signatory Himansu Sekhar Panda, Director (hereinafter referred to as "**SRI**", which expression shall, unless

*S. Bishwal*  
16/11/23



it be repugnant to the context or meaning thereof , be deemed to mean and include its successors and permitted assigns)of the **Second Party**.

The Principal, G.P. Koraput and SRI shall herein after be collectively referred to as "The Parties" and individually be referred to as "The Party".

**WHEREAS:**

**A. SRI** is involved in providing advanced skill & Employment in various engineering sectors using technology, innovation & industry collaboration. SRI will set up advanced EV lab at G.P. Koraput and impart necessary training when needed.

**B. SRI and G.P. Koraput** have agreed to collaborate to set up state of art EV lab at **G.P. Koraput** for setting up advanced labs and for industrial training on electric vehicle.

Now, therefore, SRI and Principal, G.P. Koraput agrees as follows:

**1. The Project Objectives:**

To set up a state of art Electric Vehicle skill development center cum Centre of Excellence at Government Polytechnic which will be entirely sponsored by G.P. Koraput. This lab will not only be utilized by the students of G.P. Koraput but also for the students within the district.

**2. About the Lab:**

Initially the lab which will be setup is a basic lab and In various phases the centre will undergo development to be converted to advanced lab and will be taken to state where this lab will suffice the future demand of Electric Vehicle by training students with necessary equipment. And with various phases of development, the centre will be fully equipped with the components of Electric Vehicle for training, testing and development facilities.

**Proposal:**

**SRI** wanted to join hands with G.P. Koraput to establish and develop an Electric Vehicle Skill Development Centre cum Centre of Excellence for the Skill development training of the students of the institution and within the district and to cater the growing need of Skilled manpower in Electric Vehicle Industry.

**3. Roles and Responsibility:**

SI No	Responsibility	G.P. Koraput	Skyy Rider
1	Complete Lab set up		
2	Training support		✓
			✓

3	Imparting Training & Practical		✓
4	Infrastructure / Labs / classroom / Hostel	✓	
5	Brand Awareness	✓	✓
6	Certification	✓	✓
7	Fees Collection	✓	
8	Development of labs and practical facility	✓	

#### 4. Responsibilities of G.P. Koraput

a. Following are the infrastructure support to be given by GP, Koraput.

Sl. No	Facilities	Area Required	Use
1	Workshop/Lab(can Accommodate 40-50 Students and can do practical at various workstation)	1000-2000 sqft	For conducting our courses, and develop labs

b. Will be responsible for training of the students of G.P. Koraput as well as within the district and any revenue generated will be shared as mutually agreed between both the parties.

#### 5. Responsibilities by SRI

- i. Responsible for the complete setup of the Electric Vehicle Skill Development Centre from Room Decorum, Manufacturing of components & Module to Supply and facilitation of the equipment.
- ii. Training of Trainers of G.P. Koraput
- iii. Training of Students at a nominal cost, where the cost of trainer's travel expenses, accommodation and fooding will be borne by first party.
- iv. Co-branded certification by both the parties

#### 6. Publicity

SRI shall have the right to publicize its collaboration with G.P. Koraput as the facility partner for the skill development programs.

#### 7. Nullity

SRI and G.P. Koraput agrees that the mutually accepted nullity of any of the provisions of this agreement shall not cause the agreement to be null and void and shall not affect the validity of the other provisions.



### **8. Binding Intent**

This MOU is an expression of the Parties' intent to enter into good faith discussions regarding to propose Project. The Provisions of this MOU , reflect the Parties' current understanding of the matters described herein and constitutes a complete statement or a legally binding or enforceable agreement or commitment.

### **9. Dispute Resolution**

SRI and G.P. Koraput will undertake to resolve any unforeseen events, disputes or misunderstanding in a consensual and amiable manner. Any misunderstanding arising from different interpretation of the clauses on this agreement or emerging from the field activities will in the first instance be the subject of negotiation on the part of SRI and G.P. Koraput conducted by the representative designated organization.

Notwithstanding the provision of resolution of difference and disputes through courts, the Parties may refer the dispute / difference to conciliator to explore possibility of an amicable settlement before resorting to court proceedings, on request of either side, a conciliator may be appointed by G.P. Koraput within 15 days of receiving the request of other Party.

This Agreement shall be governed by and construed in accordance with the laws of India, and shall benefit and be binding upon the Parties hereto, their respective successors and assigns. In case of any dispute between the Parties the courts of Bhubaneswar shall have exclusive jurisdiction.

### **10. Term**

This MOU shall remain in force for 3 years from the date of MOU signing, unless terminated earlier in accordance herewith. The MOU may be extended further on mutual written consent if required.

### **11. Termination**

This MOU may be terminated in whole or in the part by any party by giving ninety (90) days' written notice to the other party, if there is any occurrence which in the opinion of the terminating party is sufficient to defeat or substantially prevent or delay the achievement of the objective of the project.

This MOU may also be terminated in the following circumstances:

- (a) By written agreement of the parties hereto;
- (b) By any of the parties hereto subject to ninety (90) days prior written notice being sent by the terminating party to the other parties;
- (c) Forthwith by SRI by issuing a written notice to G.P. Koraput, should State commit any material breach of this MOU ;



- (d)Forthwith by State by issuing a written notice to SRI, should SRI commit any material breach of this MOU;
- (e) By any of the parties hereto by sending a written notice to the other parties if the terminating party ceases to undertake the activities that it is presently engaged in.

## **12. Miscellaneous**

- a. Each party hereto shall perform this MOU in a timely, diligent, professional and ethical manner, and shall extend all necessary co-operations in connection with this MOU to the other parties hereto.
- b. G.P. Koraput accepts full responsibility for the desired space to be allotted and shed to be constructed on the allotted space. This shall remain in the ownership of G.P. Koraput.
- c. G.P. Koraput hereby undertakes to keep and hold SRI and its respective officers, directors, shareholders, employees, agents , successors and assigns indemnified and harmless against any losses , legal proceedings(including attorney's fees and court fees), damages, charges, penalty, fines, expenses, claims, liabilities, including out of , resulting from or occurring in connection with:
- i. Any claim against SRI by any staff /person engaged by State or its legal heirs; or
  - ii. Any negligence, willful misconduct, wrongful act or unlawful, fraud, act of omission or commission by the person/staff engaged by G.P. Koraput in the execution of the Project.
- d. In no event shall SRI or its affiliates, employees, officers, and directors be liable for any punitive, consequential, incidental, special or indirect damages, in any action arising from or related to this Agreement, whether based in contract, tort (including negligence), intended conduct or otherwise, including without limitation, damages relating to the loss or profits, business, income, savings, use, goodwill or revenue. Notwithstanding anything contained herein, SRI's maximum liability shall be limited to the payments to be made on undisputed invoices.
- e. The parties hereto are independent contracting parties and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This MOU will also not be construed to create or imply any agency, or joint venture, or employer-employee relationship.
- f. This MOU will be governed by the laws of India.
- g. This MOU is not assignable by any party hereto without the prior written consent of the other parties.
- e. This MOU constitutes the entire understanding between the parties on the subject matter hereof and supersedes all previous understandings, agreements, communication, and representation, whether written or oral, concerning the subject matter of this MOU.
- f. This MOU cannot be superseded, amended or modified except by a written document executed by the authorized signatories of the parties hereto.



**13. Confidentiality Obligation:**

- a. May be disclosed by law.
- b. Upon termination of this Agreement or upon written request submitted by the disclosing Party, whichever comes first, the receiving Party shall return or destroy, at the disclosing Party's choice, all of the disclosing party's Confidential Information.
- c. Parties will not use each other's logo, trademark or trade name except for the "Confidential Information" shall mean any and all information in any from that each party provides to each other in the course of the Agreement and that either (i) has been marked as confidential; or (ii) is of such nature that a reasonable person would treat as confidential under like circumstances. Confidential Information does not include information which (i) is already known to the other party at the time of disclosure; (iii) is independently developed without the benefit of the other's Confidential Information; (iv) is received from a third party that is not under any confidentiality obligation towards the owner of the information; or (v) has entered the public domain through no fault of the recipient.
- d. Each party retains ownership of its Confidential Information.
- e. Each party agrees to (i) protect the other's Confidential Information in the same manner as it protects the confidentiality of its own proprietary and confidential materials but in no event with less than reasonable case; (ii) use the other's Confidential Information only in relation to the Agreement.
- f. Neither party shall, except with respect to their employees, contractors or agents with a need to know for purposes of this Agreement, disclose to any person any Confidential Information of the other party without the other party's prior written consent, except where Confidential Information purpose stipulated in this Agreement. Any violation of this clause shall be considered an event of breach and shall be ground for immediate termination of this Agreement.

**14. Relationship between Parties:**

Nothing contained in this Agreement shall be construed or have effect as constituting a relationship of employer and employee or principal and agent between the parties or the persons engaged by the parties.

Pursuant to this Agreement, G.P. Koraput shall be responsible for all acts and omissions of its staff and any persons, association, institutions engaged by Principal, G.P. Koraput whether or not in the course of implementing the Project and for the health, safety and security of such persons or entities and their property.

**IN WITNESS WHERE OF** the parties herein have affixed their respective signatures to this MOU on the day, month and year first above written in the presence of the witnesses:

*[Handwritten Signature]*  
Signed and delivered by  
(**Principal**  
Principal Government Polytechnic,  
Koraput **Koraput**)  
16/11/23

**SKYY RIDER INSTITUTIONS PVT. LTD.**  
*[Handwritten Signature]*  
**DIRECTOR**  
Signed and delivered by  
(**Himansu Sekhar Panda**)  
Director, Skyy Rider Institutions Pvt. Ltd

WITNESS:  
Name *[Handwritten Signature]*  
Signature *[Handwritten Signature]*  
**S.N. Tripathy**  
**Sr. Lect Math & GC.**

WITNESS:  
Name *[Handwritten Signature]*  
Signature *[Handwritten Signature]*  
**M. Sarabu**  
**Sr. Lect Mechanical**