

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called the 'MoU') is executed on this 20<sup>th</sup> March 2024

BY and BETWEEN

**Govt. Women's Polytechnic Muzaffarpur**, Technical Education and Training (DST), Bihar, under administrative control of Skill Development and Technical Education Department, Government of Bihar represented through Dr. Barun Kumar Roy, Principal Govt. Women's Polytechnic, Muzaffarpur, Bihar-842005, (hereinafter referred to as **Govt. Women's Polytechnic Muzaffarpur**) which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns of the 1<sup>st</sup> Party.

And

**ATC Tires Pvt Ltd.** (part of Yokohama group), Plot No. D3/23 & 23A, Dahej Industrial Estate, Village-Samantpore, Taluka Vagra, Dist. Bharuch, Gujarat-392130 which expression shall unless repugnant to the context or meaning thereof include its successors and assigns of the 1<sup>st</sup> Party.

Govt. Women's Polytechnic Muzaffarpur and ATC Tires Pvt. Ltd shall hereinafter be collectively referred to as "**Parties**" and individually be referred to as "**Party**"

WHEREAS:

- A. Govt. Women's Polytechnic Muzaffarpur is one of the largest Polytechnic in the Bihar, India. It has 7 trades including some new generation trade. More than 500 female students, are admitted every year with Govt. Women's Polytechnic Muzaffarpur.
- B. **ATC Tires Pvt. Ltd. is inter alia engaged in the business of manufacturing, marketing and selling of tires.**
- C. ATC Tires Pvt. Ltd. has proposed to employ female students who have completed the requisite course at Govt. Women's Polytechnic Muzaffarpur and have the below mentioned attributes:
  - a. Weight: Minimum 50 Kgs, Height: Minimum 5 feet 2 Inches
  - b. Age Limit : 18 years to 24 year.
  - c. Employment with ATC Tires Pvt. Ltd. Proposed stipend for Polytechnic Candidate is Rs. 17338 per month

in accordance with the present MoU signed by both the parties on terms and condition hereof.

**GWP Muzaffarpur shall give preference and facilitate ATC Tires Pvt. Ltd. to conduct campus drive at Govt. Women's Polytechnic Muzaffarpur for sourcing/selection of Govt. Women's Polytechnic Muzaffarpur students on rolls of ATC Tires Pvt. Ltd.**



Now, therefore, **the Parties** agree as follows:

**1. The Project Objective:**

This Memorandum of Understanding is made to establish the campus recruitment requirement of both Parties for the students pass out from Govt. Women's Polytechnic Muzaffarpur.

**2. Publicity:**

The parties shall have the right to publicize the activities as applicable for the purpose of branding. Govt. Women's Polytechnic Muzaffarpur shall ensure the usage of the brand logo on the proposed final creative (this shall include any promotional material like ads/banners/ brochures/fliers etc. on any platform which includes print/digital/TV/Radio etc). Govt. Women's Polytechnic Muzaffarpur shall use, display Yokohama brand logo, display only.

**3. Nullity:**

The parties agree that mutually-accepted nullity of any of the provisions of this MOU shall not cause the MOU to be null and void and shall not affect the validity of the other provisions.

**4. Dispute Resolution**

The parties will undertake to resolve any unforeseen events, disputes or misunderstanding in a consensual and amicable 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 Govt. Women's Polytechnic Muzaffarpur conducted by the representative designated by each 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 mutually by the Parties within 15 days of receiving the request of other party.

**5. Term**

This MOU shall remain in force for **24** months from the date signing this MoU, unless terminated earlier in accordance herewith. The MOU may be extended if desired on mutual written consent.



## 6. Termination

This MOU may be terminated in whole or in 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.


## 7. 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.

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:

Signed and delivered by

(Dr. Barun Kumar Roy, PRINCIPAL)

  
21/09/2019

Signed and delivered by

(Dharmesh Kansara, Director-HR)



Govt. Women's Polytechnic Muzaffarpur, Bihar

ATC Tires Pvt Ltd

WITNESS 1: ✓

NAME SOURAV ANAND

Signature 

WITNESS 2: ✓

Name NIDHI

Signature Nidhi

WITNESS 1:

NAME Anil Kumar

Signature 

WITNESS 2:

Name Mukesh Kumar Pandey

Signature 