

# KALINGA NAGAR POLYTECHNIC

କଳିଙ୍ଗ ନଗର ପଲିଟେକ୍ନିକ



(AN ISO 9001:2008 CERTIFIED DIPLOMA INSTITUTION)

College Campus: At -Tarapur, Po:Laxmi Nagar, Via-Sankhachila, Dist. Jajpur, Odisha

Contact : 9090969612, 9090969613, 9040699999

(Approved by AICTE, New Delhi, Recognised by Govt. of Odisha and Affiliated to SCTE & VT, Bhubaneswar, Odisha)



Ref. No.: .....

Date : .....

## CERTIFICATE

Kalinga Nagar Polytechnic has signed "MoUs with various organizations" in an around Odisha & other States. The MoU is intended to recognize the general basis for a cooperative and a collaborative working relationship between the two parties. The purpose of MoU is to have mutual intentions to jointly work on projects required for industries and research needs, with learned faculty of good industrial experience and promising students, jointly agree to exchange their expertise for mutual benefit and growth, on the areas specified below:

1. Industrial Visits
2. In-plant Training & special Technical Training to make the students industry-ready
3. Guest Lectures
4. Mini Projects and Main Project Work
5. Research & Development
6. Placements
7. Internships

### List of MOUs

Sl No	Name of the Company/Organization	Date of MoU Signed (Continued)	Branch
1	CIEL HR Services Pvt. Ltd., Bengalure, Karntak	12 <sup>th</sup> October 2023	Civil, Electrical, Mechanical & Metallurgy
2	LK Engineers, Mancheswar Industrial Estate, Bhubaneswar, Odisha	28 <sup>th</sup> July 2023	Mechanical & Electrical
3	Haripur Mytho Dress Pvt. Ltd., Jajpur, Odisha	01 <sup>st</sup> September 2022	Civil, Electrical, Mechanical & Metallurgy
4	Soro Stone & Pvt. Ltd., Balasore, Odsha	25 <sup>th</sup> August 2022	Civil, Electrical, Mechanical & Metallurgy
5	Aarati Steels Ltd., Cuttack, Odisha	21 <sup>st</sup> May 2016	Mechanical & Electrical
6	Milestones Engineering Pvt. Ltd., New Delhi, India	31 <sup>st</sup> October 2016	Mechanical & Electrical
7	Amit Enterprises, Cuttack, Odisha	01 <sup>st</sup> November 2016	Mechanical & Electrical
8	Prerna Engineering Education Groups Pvt. Ltd., Naida, U.P	09 <sup>th</sup> December 2016	Mechanical & Electrical
9	The True HR, Bhubaneswar, Odisha	17 <sup>th</sup> December 2016	Civil, Electrical, Mechanical & Metallurgy

Principal  
Kalinga Nagar Polytechnic

Kalinga Nagar Polytechnic  
Tarapur, Jajpur

Website: [www.knpjajpur.org](http://www.knpjajpur.org)

### CORPORATE OFFICE:

KACS Campus, In front of I.G. Womens' College, Dala, Jajpur Road, Jajpur, Contact: 9090969618 / 9090969619  
E-mail : [knnpjajpur@yahoo.com](mailto:knnpjajpur@yahoo.com), [knnpjajpur09@gmail.com](mailto:knnpjajpur09@gmail.com)



6.11

## RECRUITMENT PARTNER AGREEMENT

This Agreement entered on this 12th day of Oct 2023 at Bangalore between CIEL HR Services Private Limited, a company incorporated under the Companies Act 1956, with office at Bangalore (hereinafter referred to as CIEL) represented herein by Mr. Soby Mathew (Vice President)

AND

Kalinga Nagar Polytechnic bearing Permanent ID 1-463728061 a non profit organization under Section 8 of the Companies Act represented by Er. Bishnu Charan Dash, The Principal, having its registered office at Tarapur, Post-LaxmiNagar, Dist - Jajpur, Odisha which expression shall unless repugnant to the subject or context shall mean and include its affiliates, successors, assigns and administrators.

CIEL and the Placement PARTNER are hereinafter collectively referred to as "Parties" and individually as "Party".

### WHEREAS

(A) CIEL is engaged in the business of providing human resources solution services and is desirous of engaging the services of Placement PARTNER for providing the Services, in the manner set out in this Agreement (hereinafter referred to as the "Services")

(B) Placement PARTNER is engaged in providing Skilled Manpower by sourcing candidates for CIEL's client.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

### 1. SCOPE OF WORK

1.1 The Placement PARTNER has the following obligations:

- Record the details of the requirement shared from time to time by CIEL.
- Provide CIEL with suitable bio-data/tracker of potential candidates matching the requirements
- Ensure that the potential candidates are given fair and accurate information about the Client.
- Provide CIEL any information about a potential candidate that is in the knowledge of Partner, the disclosure of which information may be considered to be relevant to the recruitment process and in the interest of the Client serviced
- Communicate and coordinate between CIEL and the potential candidate in fixing the venue, time or such other matters relating to meetings between the Client and the potential candidate
- Assist the Candidate with the Coordination of acceptance of job offer.
- Maintain quality throughout the recruitment process, right from the stage of understanding the requirement till the candidate joins
- Co-operate with CIEL in matters relating to the Assignment matters shared
- Notify CIEL promptly of any risk, safety issues or incidents in respect of any services rendered within the know-how of RECRUITMENT PARTNER about Client, or any process or systems used at its premises or otherwise necessary for the provision of the Services;
- Replace a candidate without any additional cost, if the candidate recruited by Partner leaves the services of client within the replacement period.

1.2 Upon signing of this Agreement, the RECRUITMENT PARTNER shall fill in the Vendor Registration Form which will help CIEL in timely release of the payment against invoices.

## 2. TERM & TERMINATION

This Agreement shall come into force and effect from 12<sup>th</sup> May 2023 and shall remain valid for a period of Two (2) years from such date. Either party may terminate this Agreement at any time with or without assigning any reason by giving two month's written notice to the other Party. Any pending fees outstanding and not cancelled at the time of termination shall continue to be governed by this Agreement as if it had not been terminated.

## 3. OBLIGATIONS OF CIEL

- Co-operate with RECRUITMENT PARTNER in matters relating to the Assignment
- Provide feedback to RECRUITMENT PARTNER in a timely manner
- Pay the due service fees to the RECRUITMENT PARTNER in a timely manner
- Escalation Matrix: First POC: Mr. Swadhin Kumar Nayak, Manager-Partner Success ([swadhin.kn@cielhr.com](mailto:swadhin.kn@cielhr.com))  
Second POC: Mr. Amal Raj, Head-Recruitment ([amal.r@cielhr.com](mailto:amal.r@cielhr.com))  
Third POC: Mr. Soby Mathew, Vice President ([soby@cielhr.com](mailto:soby@cielhr.com))


4. PARTNER will not charge any money from candidates towards offering/ placing them in the Job with CIEL's Client. If charged, it is a serious violation of CIEL Code of Conduct, Business Principles and Ethics. In such an event, RECRUITMENT PARTNER agrees to compensate CIEL for the explicit as well as implicit losses it suffers or potentially may suffer.

## 5. CONFIDENTIALITY

Parties agree to keep all Information of the other Party confidential and not to disclose or otherwise use such Information, except for the performance of the Service, without the prior written consent of the other Party. Each Party shall take all steps as may be reasonably necessary to protect the integrity of the Information and to prevent any unauthorised disclosure thereof. The obligations of the Parties under this Clause 6 shall survive the termination of this Agreement. "Confidential Information" means all information and material to which RECRUITMENT PARTNER or its personnel has access in connection with Services provided hereunder including, without limitation, (A) CIEL or its Client Data, (B) all CIEL or its Client Products and the Developments, (C) this Agreement and all Statements of Work (including, without limitation, all pricing and fees set forth in this Agreement), CIEL or its Client Products or otherwise prepared as part of the Services, and (E) all material or information that is either marked as confidential or is disclosed under circumstances that one would reasonably expect it to be confidential.

## 6. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, OR REVENUE. Further either party's total liability under this Agreement shall be limited to an amount equivalent to fees paid to the RECRUITMENT PARTNER for the preceding 12 months of the event giving rise to a claim under the applicable Agreement. Clauses no 5 and 6 will have unlimited liability for the Recruitment Partner.

  
Principal  
Kalinga Nagar Polytechnic  
Tarapur, Jajpur



## 7. APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION

- 7.1 This Agreement (including all SOWs executed under it) shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with the laws of India. RECRUITMENT PARTNER and CIEL expressly consent and submit to the exclusive jurisdiction of the courts of Bangalore.
- 7.2 All disputes arising out of or in connection with this Agreement shall be attempted to be settled through negotiation between senior management of both the Parties. If any such dispute is not amicably settled within one month of commencement of attempt to settle the same, the dispute shall be referred to arbitration by a mutually appointed sole arbitrator under the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration proceedings will be conducted in Bangalore in the English language. The arbitral tribunal shall determine the liability of the Parties in respect of the costs of Arbitration.

## 9 FORCE MAJEURE

No failure or omission by either Party to perform any of their obligations under this Agreement, shall give the other Party a claim against such Party, or be deemed a breach of this Agreement, if and to the extent that such failure or omission arises due to Force Majeure conditions. In the event the Force Majeure conditions continue for Fifteen (15) days and the Parties are unable to fulfill their obligations, either Party may terminate this Agreement after providing Thirty (30) days written notice to the other Party.

## 10 NOTICE

Any notice or request or correspondence to be given or made to CIEL or to the RECRUITMENT PARTNER or to any other party involved, shall be in writing and in the English language. Notices may be given, by being delivered to the address of the addressee as set out below by courier services (in which case the notice shall be deemed to be served at the time of delivery) or by fax (in which case the notice shall be deemed to be served, upon the Party serving the notice receiving intimation of successful delivery of the fax communication to the facsimile number mentioned below).

For the Placement PARTNER:

Kalinga Nagar Polytechnic  
At-Tarapur, Post - LaxmiNagar  
Dist - Jajpur, Odisha

For CIEL:

#2802 (Broadway Building) 2nd & 3rd Floor,  
27th Main Rd, 1st Sector, HSR Layout,  
Bengaluru, Karnataka 560102

## 11 BUSINESS PRINCIPLES AND ETHICS

The RECRUITMENT PARTNER warrants that it shall, during the term of this Agreement and/ or when providing the Services, comply with the CIEL Business Principles and the business ethics and guidelines of the Company as in place from time to time, as communicated to the RECRUITMENT PARTNER. CIEL's Business Principles are set around and are supportive of our core values. More specifically, the RECRUITMENT PARTNER shall act in accordance with the highest standards of personal and professional integrity, honesty and ethical conduct, free from fraud or deception. Interactions with clients, candidates, public officers, government authorities, co-members and any other individual shall be conducted in strict accordance with the standards mentioned. It is the policy of CIEL to conduct all its business in an honest and ethical manner. These norms form the basis of the business relationship between the Parties. In case of any breach or non-compliance by the RECRUITMENT PARTNER with any of the above obligations, CIEL is entitled to terminate this Agreement with immediate effect and without any payments due, whether for Services performed but not yet paid or otherwise.

For Kalinga Nagar Polytechnic

Name: Er. Bishnu Charan Dash

Designation: Principal

Signature.....



**Principal**  
**Kalinga Nagar Polytechnic**  
**Tarapur, Jajpur**

For CIEL HR Services Pvt Ltd

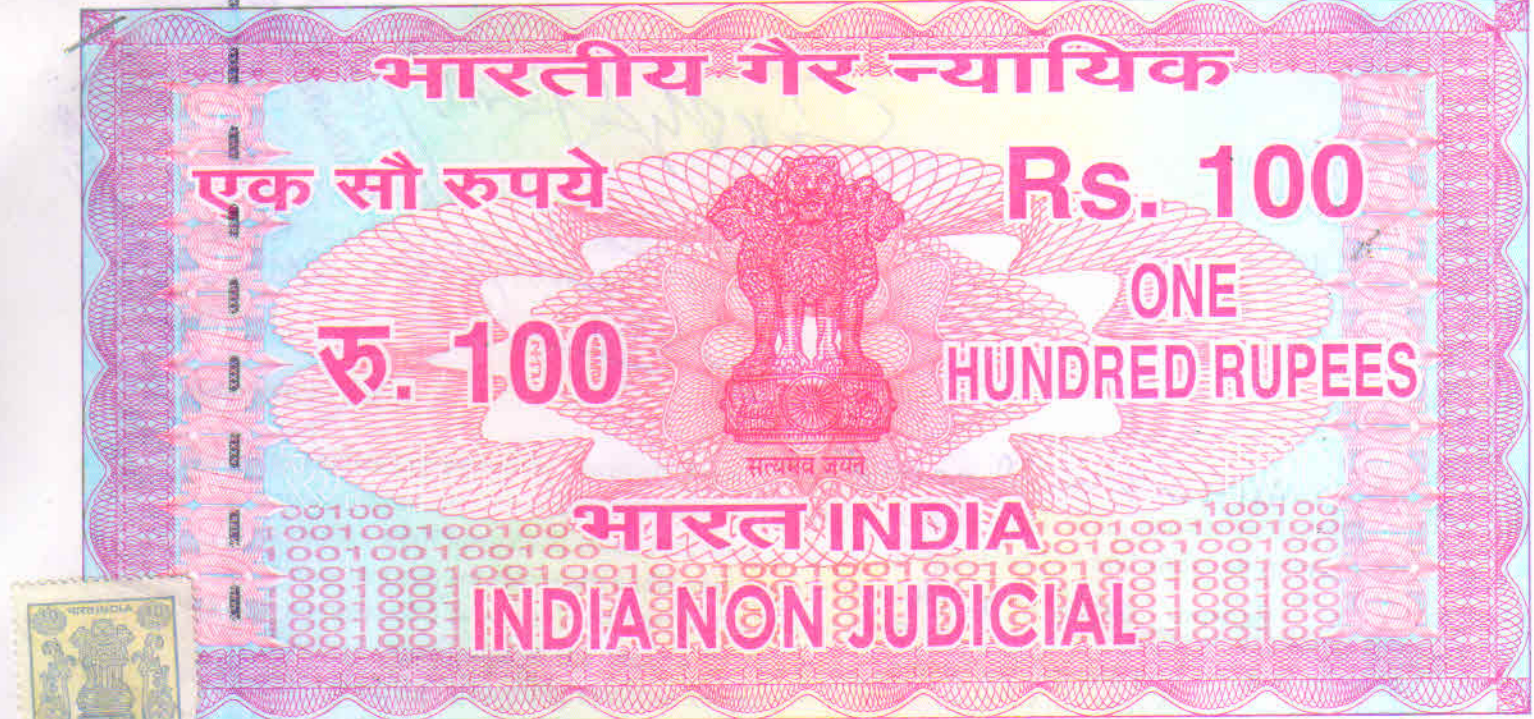
Name: Sheetal Rathore

Designation: Vice President

Signature.....







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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 25<sup>th</sup> Day of August Two Thousand and Twenty Two.

BETWEEN

**Kalinga Nagar Polytechnic**, Tarapur, Jajpur, Odisha, Diploma Engineering College run by Kalinga Group of Institutions, Jajpur, Odisha, India, THE FIRST PARTY represented herein by its Name of Competent Authority / Representative.

AND

**Soro Stone Art Pvt Ltd**, At-Kesharipur, Po-Soro, PS-Soro, Balasore, Odisha, 756045,

THE SECOND PARTY represented herein by its Name of Competent Authority / Representative.

PURPOSE OF MOU

In particulars, this MOU is intended to

1. Enhance practical industry growth mindset among the students of Kalinga Nagar Polytechnic who will be interns of second party.
2. Facilitate conduct of hands on training in real industrial environment offered by second party.
3. Provide technical / professional guidance for capacity building of the interns.

Laxman R and 25.08.2022

Besim Charan Das



NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

Clause 1

CO-OPERATION

- 1.1 Both 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. The parties shall keep each other informed of potential opportunities and share all information that may be relevant to ensure additional opportunities for one another.
- 1.2 The co-operation between First Party and Second Party will facilitate effective utilization of the intellectual capabilities of the Second Party providing significant inputs to them in developing suitable training / grooming systems, keeping in mind the needs of the First Party.

Clause 2

SCOPE OF THE MOU

- 2.1 Both parties believe that close co-operation between the two would be a major benefit to the student community to enhance their skills and knowledge.
- 2.2 The second Party will give valuable inputs to the First Party in training methodology so that the students fit into the industrial scenario meaningfully.
- 2.3 The interaction between industry and Polytechnic college will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in industrial Training / Internship Training Programs for the First Party. The industrial training and exposure provided to students through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops/ Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 The Second Party will train the students of the First Party on the emerging technologies in order to bridge the gap in skill and make them ready for industry.
- 2.5 The Second Party will extend the necessary support to deliver lecturers to the students of the First Party on the technology trends and ongoing technical programmes running in their organization.
- 2.6 The Second Party will actively engage to help the delivery of the hands on training of students of the First Party into internships.

Clause 3

VALIDITY

- 3.1 The validity of the agreement is two years from the date of agreement.
- 3.2 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.

Laxman Red 25.08.2022  
www.10m 25.08.2022  
Beshu Charan DSK

3.3 Any dispute will be settled in the Jajpur Road court only where the Kalinga Nagar Polytechnic is situated.

**AGREED**

For Kalinga Nagar Polytechnic  
Tarapur, Laxminagar, Jajpur Road,  
Jajpur, 755015

For Soro Stone Art Pvt Ltd,  
At- Kesharipur, Po-Soro,  
PS- Soro, Balasore, Odisha, 756045

*Bishnu Charan Dash*  
*25.08.2022*

**Principal**

**Kalinga Nagar Polytechnic**

Tarapur, Jajpur

Authorized Signatory

Er Bishnu Charan Dash

Principal

Email: knpjajpur09@gmail.com

*Linarani Rout*  
**Managing Director**  
**SORO STONE ART PRIVATE LIMITED**

Authorized Signatory

Mrs Linarani Rout

Managing Director

Email: sorostonepvtltd@gmail.com

Witness 1: *Kashirath Prusty*

Witness 1: *Sanjit Kumar Swain*

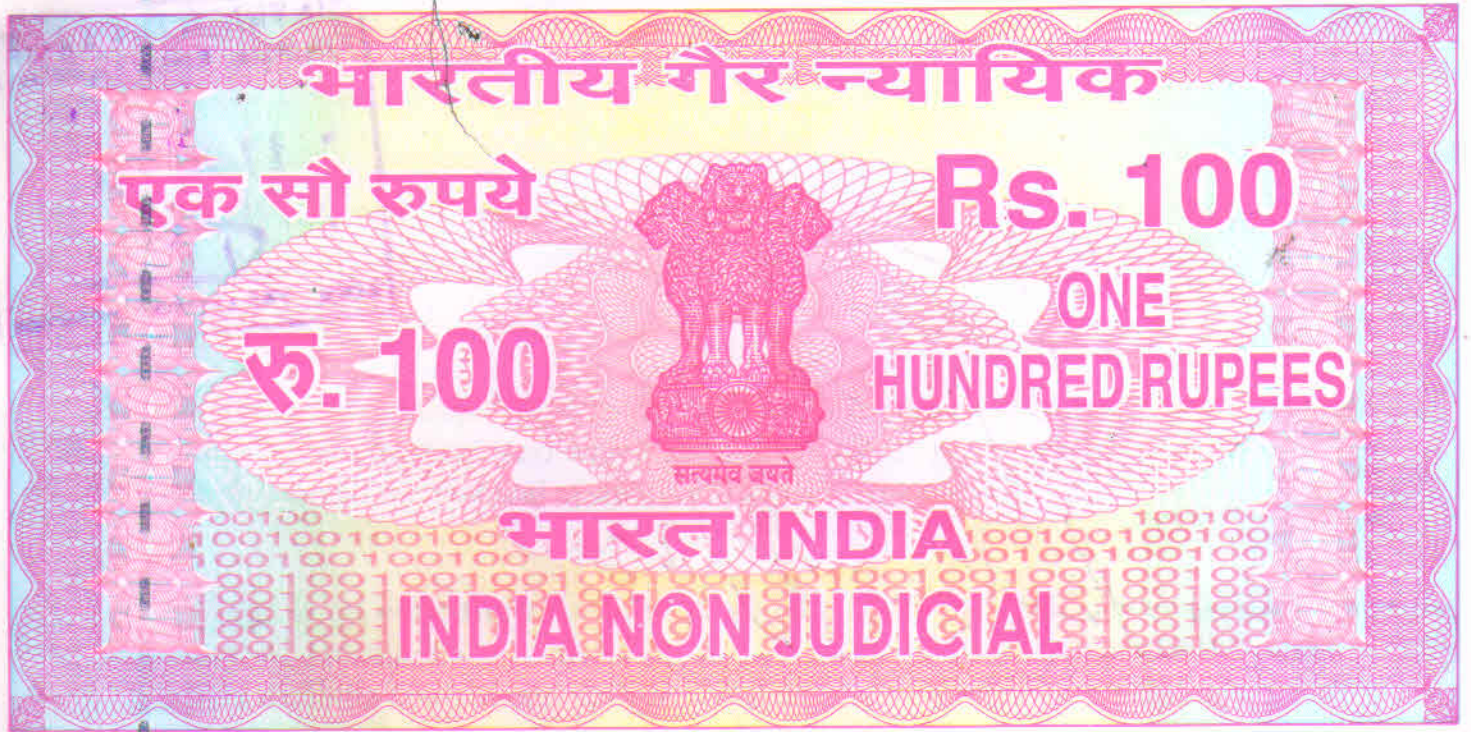
Witness 2: *Anurag Kumar Mishra*

Witness 2: *Nirakar Patra*

Linarani Rout 25.08.2022

Bishnu Charan Dash





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P 121656

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made on this Friday, the 28<sup>th</sup> day of July, 2023 at Jajpur Road.

#### BY AND BETWEEN:

**L K ENGINEERS**, a Proprietor concern, having its Registered Office at Plot No -75 Second Floor, Sapta Sapti Vihar, Road No 3, 751010, Mancheswar Industrial Estate, Bhubaneshwar Odisha India- 751010 (hereinafter referred to as "**EMPLOYER**" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns)

#### AND

**Kalinga Nagar Polytechnic**, a College having its address at Tarapur, Jajpur Road, Odisha India - 755015 (Hereinafter referred to as "**COLLEGE**" which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, administrators and permitted assigns),

*Walesh Ku phozai*

*Biswajit Choudhary Doss*

Principal  
Kalinga Nagar Polytechnic  
Tarapur, Jajpur

**EMPLOYER** and **COLLEGE** collectively referred to as "**Parties**" and singularly as "**Party** in this understanding.

**WHEREAS:**

1. Employer is a proprietorship concern that is engaged in mechanical and plumbing contracting, and which specializes in designing, building, construct, supply, install mechanical systems and equipments.
2. College is an educational institution affiliated to SCTE&VT under DTE&T, Govt. of Odisha and approved by AICTE, Govt of India , New Delhi and offers diploma courses and junior college education in various disciplines;
3. The Parties have mutually agreed to enter into an understanding to facilitate the placement of students of electrical and mechanical engineering, who are appearing or have cleared the final semester of the university from the College as apprenticeship trainees in the Employer for a period of one year.
4. The Parties are now desirous of entering into the present terms to more fully describe the understanding between the Parties.

**IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -**

**1. SCOPE:**

This MOU outlines the placement programme offered by the Employer to the students of electrical and mechanical engineering from the College who are appearing or have cleared the final semester of the university.

**2. OBJECTIVE:**

The object of this MOU is to establish a mutually beneficial relationship between the Employer and the College for the placement of students of electrical and mechanical engineering, who are appearing or have cleared

*Bishnu Charan Sethi*  
Principal  
Kalinga Nagar Polytechnic  
Tarapur, Jajpur



the final semester of the university, after conducting due diligence and interview. The object of this MOU is also to define the roles and responsibilities of both parties and to set the terms and conditions for the placement process.

### 3. EMPLOYER RESPONSIBILITIES

Employer agrees, and acknowledges to provide the following:

- I. Employer shall conduct due diligence and interviews for the placement of electrical and mechanical students, who are appearing or have cleared the final semester of the university. The placement process will be based on the candidates' qualifications, skills, and suitability for the roles offered by employer.
- II. Employer shall adhere to the government's policy regarding stipend payment for apprenticeship trainees. The stipend offered to the selected candidates shall range between 6,000 to 8,000 rupees per month, as per the prevailing government guidelines.
- III. Upon successful completion of the interview process and selection of candidates, employer shall issue appointment letters as apprenticeship trainees to the selected candidates within one week of the interview.
- IV. Employer shall provide a comprehensive training program to the selected candidates for a duration of one year. The training will cover essential technical and professional skills required for the roles offered.
- V. The performance of each trainee during the training period shall be regularly evaluated based on Key Performance Indicators (KPIs). Candidates who achieve a KPI score above 7 shall be considered for permanent employment with employer.

*Bishw Charan Sethi*

Principal  
Kalinga Nagar Polytechnic  
Tarapur, Jaipur

- VI. Upon successful completion of the training period, employer shall award a certificate to each trainee, acknowledging their accomplishment and skills acquired during the apprenticeship.
- VII. Employer shall collaborate with the college to obtain proper documents of all eligible candidates participating in the placement process. These documents shall be verified before conducting interviews.
- VIII. Employer shall have the right, subject to the prior approval of the college, to use appropriate premises within the college campus to conduct the placement interviews.
- IX. In the event that a trainee's performance is unsatisfactory during the training period, employer reserve the right to terminate their apprenticeship. In such cases, employer shall provide a written explanation of the reasons for termination.
- X. Apprenticeship trainees who wish to leave employer after completing their training shall provide a notice period of one month before the date of their intended departure.
- XI. Employer shall adhere to all relevant laws, regulations, and policies related to apprenticeship and hiring processes during the entire placement procedure.

#### 4. COLLEGE RESPONSIBILITIES

College agrees, and acknowledges to provide the following:

- I. The college shall verify the eligibility of students for the placement process based.
- II. Prior to 15 days of the scheduled interview, the college shall prepare and provide all necessary documents, including academic

*Ashwini Choudhary Best.*  
Principal  
Kalinga Nagar Polytechnic  
Tarapur, Jaipur



transcripts, certificates, and other relevant information, of all eligible candidates participating in the placement process to employer.

- III. The college shall arrange suitable premises within the campus to facilitate employer in conducting the placement interviews. The provided premises shall be equipped with the necessary amenities to ensure a smooth interview process.
- IV. The college shall disseminate information about the placement opportunity, including the training period, stipend range, and other relevant details, to the eligible students.
- V. The college shall extend support during the interview process by coordinating schedules, facilitating communication between employer and the candidates, and addressing any logistical requirements.
- VI. The college shall conduct pre-placement training sessions to prepare students for interviews, enhancing their soft skills, technical knowledge, and interview etiquette to increase their chances of success.
- VII. The college shall ensure that both the students and faculty involved in the placement process conduct themselves professionally and adhere to the agreed-upon timeline and guidelines.
- VIII. The college shall establish a mechanism for addressing any grievances or concerns raised by either employer or the apprenticeship trainees during the placement and training period.

## 5. CONFIDENTIALITY

- I. Any confidential information that has been disclosed by either Party to the other Party shall be maintained in the strictest confidence and trust by recipient of such Confidential Information. For the purpose

*Bishnu Charan Behera*  
Principal  
Kalinga Nagar Polytechnic  
Tarapur, Jajpur

of this clause "**Confidential Information**" includes all the details of this Understanding, business, strategies, practices, methodologies, know-how, finance, customers, pricing technology, software, Intellectual Property, service password and any other information or data of a business or proprietary nature that is either owned by or properly in the possession of the disclosing Party. The confidentiality obligations under this Understanding shall survive termination of this Understanding.

- II. Receiving Party shall protect Confidential Information of the Disclosing Party, Receiving Party may disclose Confidential Information only to Receiving Party's employees on a need-to-know basis relating to the Purpose.
- III. Confidential Information may be disclosed, reproduced, summarized or distributed only in pursuance of the Purpose and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Information from the confidential materials of others in order to prevent commingling.
- IV. Receiving Party may not copy, reverse engineer, decompile modify, or disassemble any software, hardware, systems, processes, flows or other intellectual property disclosed to the Receiving Party.

## 6. NOTICES

Any notices to be sent under this Understanding shall be in writing (which includes messages sent by facsimile transmission) and may be delivered personally or by facsimile or by recorded airmail, addressed to the addressee at the address which appears at the top of this Understanding or such other business address as it may from time to time notify in writing to the other Party.

Any such notice shall be deemed to be received, in the case of personal delivery, at the time of delivery, in the case of facsimile transmission at the time the sender (having correctly transmitted the document) receives

*Besant Aeron*  
Principal  
Kalinga Nagar Polytechnic  
Tarapur, Jaipur



the successful transmission report and in the case of recorded delivery airmail, forty-eight (48) hours after posting.

**7. INDEMNITY**

The parties hereto agree to indemnify each other against any and all claims or liabilities arising out of any failure by the defaulting party to comply with the governing law in performing its obligations or exercising its right hereunder mentioned in this understanding and/or in respect of any breach, action, omission or negligence on part of the defaulting party.

Notwithstanding anything contained in this understanding, neither party shall be liable to the other for incidental, indirect or consequential loss or damage including loss of actual or anticipated revenue or profits or Loss of business or goodwill.

**8. INDEPENDENT RELATIONSHIP**

Nothing herein shall be taken to constitute a legal partnership between the Parties hereto, nor shall the Parties have the authority, by virtue of the execution and implementation of this MOU or otherwise, to bind or impose any obligations on the other Party in any other way other than explicitly set out herein.

**9. ARBITRATION**

Any dispute arising in connection with this Understanding will be settled mutually through mediation process and in case of mediation is not worked out, by way of arbitration by a Sole arbitrator appointed by parties after mutual discussion, in Bhubaneswar. Language of the arbitration proceeding will be in English and all pertinent evidence on the subject matter in disputes shall be made available to the arbitrator and each Party shall have the right to present both orally and in writing its arguments and views on the dispute. The decision of the arbitrator shall be rendered in writing and shall be final and binding upon the parties.

The costs, charges and expenses of the arbitration shall be discretion of the arbitrator or arbitrators.

*Ashwini Charan Dash*

Principal  
Kalinga Nagar Polytechnic  
Tarapur, Odisha

## 10. FORCE MAJEURE

If the either party is prevented from or delayed in fulfilling its obligations under this Understanding in whole or in part, by reason of Force Majeure, it will notify the other party giving full details thereof. Force Majeure includes without limitation war, act of terrorism, lockouts, blockade, riots, acts of God or public enemies, fires, epidemics, quarantine restrictions, strikes and other industrial disputes, change of policies by Central/ State Government of India and disruptions due to political/industrial agitation and civil commotion and act of terrorism. The affected party will be relieved of its obligations under this Understanding to the extent that its performance is hindered or delayed by such Force Majeure event.

## 11. MISCELLANEOUS:

- I. **Headings:** The headings used in this MOU are for purposes of convenience only and they shall not be considered to limit or to extend the fulfilment of any part of this MOU.
- II. **Successors:** Without limiting or otherwise affecting any restrictions on assignment or transfer of this MOU or the rights or obligations under this MOU, this MOU shall be binding upon and inure to the benefit of the successors of the Parties hereto.
- III. **Entire Agreement:** This MOU sets forth the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior negotiations, agreements, written or oral, concerning or related to the subject matter of this MOU.
- IV. **Severability:** If any provision of this MOU shall, to any extent, be held in any proceeding to be invalid or unenforceable, the remainder of this MOU, or the application of such provision to any person or circumstances other than those to which it was held to be invalid or unenforceable, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law, but only if and to

*Bikash Charan Das*  
Principal  
Kalinga Nagar Polytechnic  
Tarapur, Jaipur



the extent such enforcement would not materially and adversely frustrate the parties' objectives as expressed herein.

- V. **Singular and Plural:** Words in the singular and plural also include the plural and singular respectively, unless otherwise specified.

## 12. GOVERNING LAW

This Understanding shall be construed and enforced in accordance with the laws of the state of Odisha.

**IN THE WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH AND YEAR HEREINABOVE FIRST MENTIONED**

For I. K Engineers

For Kalinga Nagar Polytechnic

*Dinesh Kumar Acharya*

By its Authorized Signatory

*Bishnu Charan Dash*

By its Authorized Signatory

Name: DINESH KUMAR ACHARYA

Name: BISHNU CHARAN DASH

Designation: PROPRIETOR

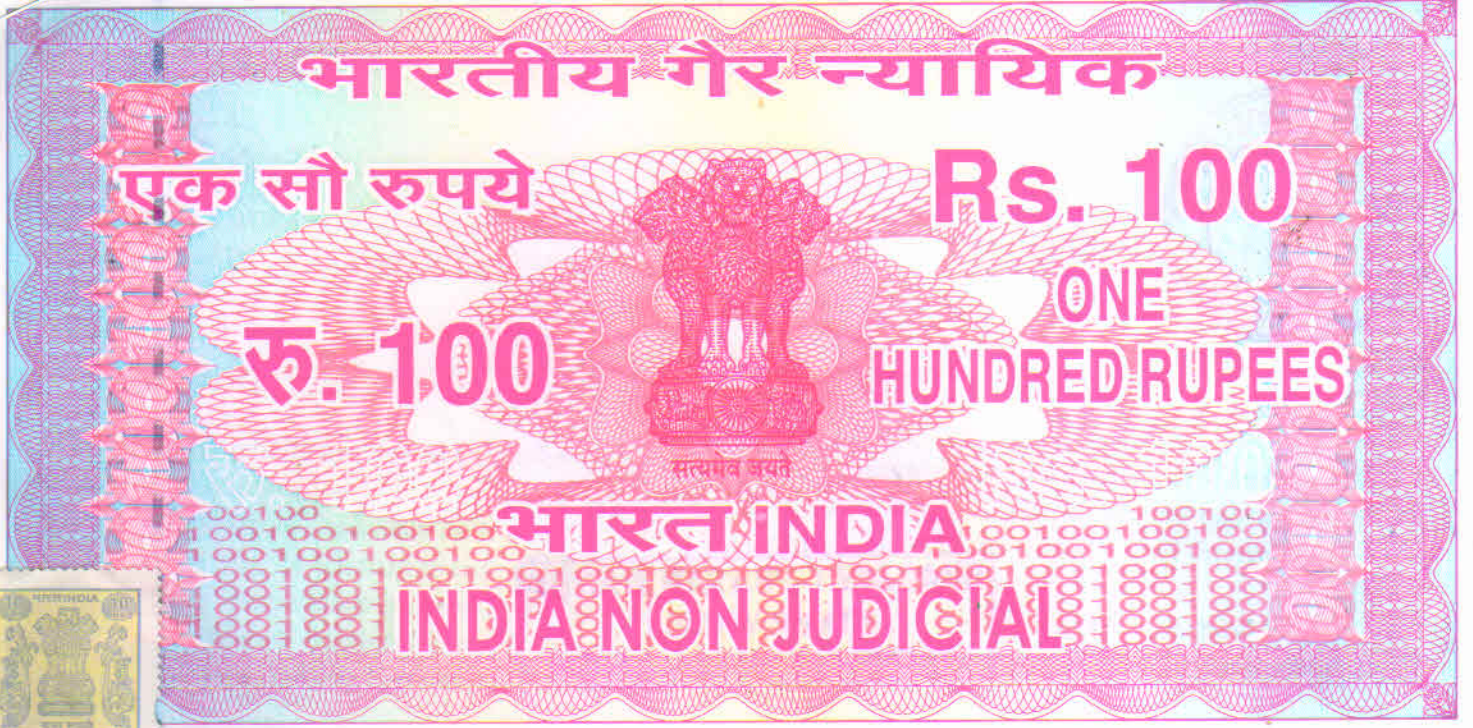
Designation: PRINCIPAL

Date:

Date: 28.07.2023

WITNESS:

WITNESS: *Bikram Keshari Parida*  
*At/po- Odagan, PS- Odagan*  
*Dist- Nayagadh, Odisha*  
*Pin- 752082*



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P 729969

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 1<sup>st</sup> Day of September Two Thousand and Twenty Two.

BETWEEN

**Kalinga Nagar Polytechnic**, Tarapur, Laxminagar, Jajpur Road, Jajpur, Odisha, 755015 Odisha, Diploma Engineering College run by Kalinga Group of Institutions, Jajpur, Odisha, India, THE FIRST PARTY represented herein by its Name of Competent Authority / Representative.

AND

**Haripur Mytho Dresses Pvt Ltd**, At/Po-Kabirpur, PS-Jajpur, Jajpur, Odisha, 755009,

THE SECOND PARTY represented herein by its Name of Competent Authority / Representative.

### PURPOSE OF MOU

In particulars, this MOU is intended to

1. Enhance practical industry growth mindset among the students of Kalinga Nagar Polytechnic who will be interns of second party.
2. Facilitate conduct of hands on training in real industrial environment offered by second party.
3. Provide technical / professional guidance for capacity building of the interns.

Jayanti Padma  
01.09.2022

Bishnu Charan Behera



NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

Clause 1

CO-OPERATION

- 1.1 Both 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. The parties shall keep each other informed of potential opportunities and share all information that may be relevant to ensure additional opportunities for one another.
- 1.2 The co-operation between First Party and Second Party will facilitate effective utilization of the intellectual capabilities of the Second Party providing significant inputs to them in developing suitable training / grooming systems, keeping in mind the needs of the First Party.

Clause 2

SCOPE OF THE MOU

- 2.1 Both parties believe that close co-operation between the two would be a major benefit to the student community to enhance their skills and knowledge.
- 2.2 The second Party will give valuable inputs to the First Party in training methodology so that the students fit into the industrial scenario meaningfully.
- 2.3 The interaction between industry and Polytechnic college will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in industrial Training / Internship Training Programs for the First Party. The industrial training and exposure provided to students through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops/ Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 The Second Party will train the students of the First Party on the emerging technologies in order to bridge the gap in skill and make them ready for industry.
- 2.5 The Second Party will extend the necessary support to deliver lecturers to the students of the First Party on the technology trends and ongoing technical programmes running in their organization.
- 2.6 The Second Party will actively engage to help the delivery of the hands on training of students of the First Party into internships.

Clause 3

VALIDITY

- 3.1 The validity of the agreement is two years from the date of agreement.
- 3.2 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.

Jayanti Parda  
01.09.2022

Beenu Chohan Nish

01.09.2022

3.3 Any dispute will be settled in the Jajpur Road court only where the Kalinga Nagar Polytechnic is situated.

AGREED

For Kalinga Nagar Polytechnic  
Tarapur, Laxminagar, Jajpur Road,  
Jajpur, 755015

For Haripur Mytho Dresses Pvt Ltd,  
At/ Po-Kabirpur,  
PS- Jajpur, Jajpur, Odisha, 755009

*Bishnu Charan Dash*  
*01.09.2022*  
Principal  
Kalinga Nagar Polytechnic  
Tarapur, Jajpur  
Authorized Signatory  
Er Bishnu Charan Dash  
Principal  
Email: knpjajpur09@gmail.com

*Jayanti Patra*  
ADDITIONAL DIRECTOR  
HARIPUR MYTHO DRESSES PVT. LTD.  
Authorized Signatory  
Mrs Jayanti Patra  
Additional Director  
Email: haripurcluster17@gmail.com

Witness 1: *Kashinath Prusty*

Witness 1: *Bikram Keshari Panda*

Witness 2: *Apurva Kumar Mishra*

Witness 2: *Mamuni Deo*



# The True HR

(Consultancy & Services)

[Plot No-13, Kharvel Nagar, Unit-III, Bhubaneswar-01]

E-mail – info.truehr@gmail.com, Cell- 9090506919

Date: 17.12.16

Mr. Alexander Das  
Siksha Trust,  
Jajpur

Dear madam/sir

**Subject: Requirement of manpower**

We understand that you are proposing to impart training in various trades under the guidance of National Skill Development Corporation.

We have annual requirement for trained manpower as below:

1. CNC Operator Turning
2. Fitter Fabrication
3. Assistant Electrician
4. Other non technical sectors

Based on quality of trained manpower, we will be keen to recruit suitable number of candidates in above trades from your institution.

Thanking You  
Yours faithfully,  
Subrat Kumar Mishra,  
The True HR,  
9090506919

Date: 09/12/16  
Mr. Alexzandar Das,  
Siksha Trust  
Jajpur Road  
Odisha

Dear Sir,

**Subject: Requirement for Skilled manpower.**

We understand that you are proposing to impart training in various trades under the guidance of National Skill Development Corporation (NSDC).

We have annual requirement for trained manpower as below:

1. CNC Operator Turning
2. Fitter Fabrication
3. Assistant electrician
4. Sheet Metal Worker-hand Tools and manually operated machines

Based on quality of trained manpower, we will be keen to recruit suitable number of candidates in above trades from your institution.



Your

Vinay Srivastav || PRERNA Group

Ph n- 8744987070 || 8826024923

Email- [vinay@prernagroup.org](mailto:vinay@prernagroup.org)

**Corp. Office :**

D-35, First Floor, Sector-2, Noida (U.P.)

E-mail : [info@prernagroup.org](mailto:info@prernagroup.org), [www.prernagroup.org](http://www.prernagroup.org), Toll Free No. : 1800-833-2900





# AMIT ENTERPRISES

*Licensed Electrical, Civil Engineers & Contractor*

H. No. 366, Makarbag Sahi, Baxibazar, Cuttack-750001, ODISHA

Date: 01/11/2016

Mr. Alexzandar Das  
Siksha Trust  
Jajpur Road  
Odisha

**Subject: Requirement for skilled manpower.**

Dear Sir:

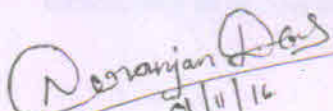
We understand that you are proposing to impart training in various trades under the guidance of National Skill Development Corporation.

We have requirement for trained manpower in the fields listed below –

1. Fitter - Fabrication
2. Sheet Metal Worker – Hand Tools and Manually Operated Machines
3. Assistant Electrician
4. Rural Mason
5. Domestic Data entry Operator

Based on quality of trained manpower, we will be keen to recruit suitable number of candidates in above trades from your institution.

Yours faithfully,

  
21/11/16  
(NIRANJANA DAS)



# MILESTONES ENGINEERING PVT. LTD.

D-92/8, Okhla Industrial Area, Phase - 1, New Delhi - 110 020

Phone : +91-11-26815500, 01, 02 Fax: +91-11-26816600

CIN No.: U74899DL1984PTC018892

Date:31.10.2016

Mr.Alexzandar Das  
Siksha Trust  
Jajpur Road  
Odisha

**Subject: Requirement for skilled manpower.**

Dear Sir:

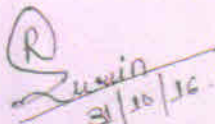
We understand that you are proposing to impart training in various trades under the guidance of National Skill Development Corporation.

We have requirement for trained manpower in the fields listed below --

1. Fitter - Fabrication
2. Sheet Metal Worker – Hand Tools and Manually Operated Machines
3. CNC Operator Turning.
4. Assistant Electrician
5. Domestic Data entry Operator.

Based on quality of trained manpower, we will be keen to recruit suitable number of candidates in above trades from your institution.

Yours faithfully,

  
31/10/16  
(RAKESH SWAIN)





An ISO-9001, ISO-14001 & OHSAS 18001  
Certified Company

# AARTI STEELS LIMITED

Office : Plot No. 18/1B, Sector - 10, CDA  
Cuttack - 753 014, (Odisha) India  
Phone : +91 - 671 - 3061000, 2309285  
Fax : +91 - 671 - 3061150, 2309407  
E-mail : [cuttack@aartisteelsltd.com](mailto:cuttack@aartisteelsltd.com)

NO: ASL/HRA/2016/62608

May 21, 2016

Mr Alexzandar Das,  
Siksha Trust,  
Jajpur Road,  
Odisha.

## Sub: Requirement for Skilled Manpower.

Dear Sir,

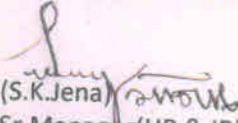
We understand that you are proposing to impart training in various trades under the guidance of National Skill Development Corporation.

We have requirement for trained manpower in the field listed below for our plant operation and maintenance:-

1. Fitter
2. Welder
3. Electronics Hardware Technician
4. Electrician
5. Operations and Maintenance Technician of Pumps, Conveyors, Gears, Bearings, Overhead Traction Cranes, DG Set, Electrical Motor, Substation etc.

Based on quality of trained manpower, we will be keen to recruit suitable number of candidates in above trades from your institution.

Thanking you,  
Yours faithfully,  
For Aarti Steels Limited.

  
(S.K. Jena)  
Sr. Manager (HR & IR)

**Works** : Ghantikhal, P.O. : Mahakalabasta, Via : Athagarh, Dist. : Cuttack - 754029 (Odisha) - India  
**Phone** : +91-671-3061000 **Fax** : +91-671-3061148, 3061150  
**Regd Office/H.O.** : G. T. Road, Miler Ganj, Ludhiana - 141003, (Punjab), India, Ph : 91-161-3006100,  
**Fax** : 91-161-3006150, **E-mail** : [info@aartisteelsltd.com](mailto:info@aartisteelsltd.com)