

सार्वजनिक-खाजगी भागीदारीद्वारे शासकीय औद्योगिक प्रशिक्षण संस्थांचा अद्यावतीकरण धोरणांतर्गत करावयाच्या सामंजस्य कराराच्या मसुद्याबाबत

महाराष्ट्र शासन

कौशल्य, रोजगार, उद्योजकता व नाविन्यता विभाग
शासन निर्णय क्रमांक : आयटीआय- २०२५/प्र.क्र. ८०/व्यशि-३
दुसरा मजला, मादाम कामा मार्ग, हुतात्मा राजगुरु चौक,
मंत्रालय, मुंबई- ४०० ०३२.
दिनांक : २४ एप्रिल, २०२६

- संदर्भ** :- (१) कौशल्य, रोजगार, उद्योजकता व नाविन्यता विभाग, शासन निर्णय क्र. पीपीपी-२०२५/प्र.क्र.८०/व्यशि-३ दि. ०२.६.२०२५
(२) शासनपत्र समक्रमांक दिनांक २६.८.२०२५
(३) संचालक, व्यवसाय शिक्षण व प्रशिक्षण संचालनालय, मुंबई यांचे पत्र का. क्र. ०७/पीपीपी सामज्य/२०२६/२५९ दि. २०.४.२०२६

प्रस्तावना :

सार्वजनिक- खाजगी भागीदारीद्वारे शासकीय औद्योगिक प्रशिक्षण संस्थांचे अद्यावतीकरण करण्याचे धोरण २०२५ या धोरणास दिनांक २ जून, २०२५ च्या शासन निर्णयान्वये मान्यता देण्यात आली आहे. सदरहू धोरणाची कार्यप्रणालीची मार्गदर्शक तत्त्वे)Operational Guidelines(संदर्भाधीन दिनांक २६.८.२०२५ च्या पत्रान्वये निर्गमित केले आहेत. सदर धोरणांतर्गत संबंधित आस्थापनांना शासकीय औद्योगिक संस्थांच्या अद्यावतीकरण करण्याकरीता सहभागी करून घेवून उद्योगांच्या मागणीनुसार अद्यावत अभ्यासक्रम राबविणे शक्य होणार आहे. सदर धोरणांतर्गत सामंजस्य करार करण्यासाठी विविध औद्योगिक आस्थापनांकडून संचालनालयास प्रस्ताव प्राप्त होत आहेत. त्याअनुषंगाने संचालनालयाने सामंजस्य कराराचा मसुदा शासन मान्यतेसाठी सादर केला आहे. सदर सामंजस्य कराराचा प्रारूप मसुदा संदर्भात विधी व न्याय विभागाने दिलेल्या अभिप्रायानुसार मान्यता देण्याची बाब शासनाच्या विचाराधीन होती.

शासन निर्णय :

सार्वजनिक-खाजगी भागीदारीद्वारे शासकीय औद्योगिक प्रशिक्षण संस्थांचे अद्यावतीकरण धोरण-२०२५ अंतर्गत संचालक, व्यवसाय शिक्षण व प्रशिक्षण संचालनालय, मुंबई व औद्योगिक संघटना, औद्योगिक आस्थापना आणि बिगर-सरकारी संस्था/फाऊंडेशन इत्यादी यांच्या दरम्यान करावयाच्या सामंजस्य करार (MOU) करण्यासाठीच्या सोबत जोडलेल्या “प्रारूप अ” येथील मसुद्यास शासन मान्यता देण्यात येत आहे. सदर कराराचा मसुदा हा आदर्श नमुना (Model format) म्हणून वापरावयाचा आहे.

२. संचालक, व्यवसाय शिक्षण व प्रशिक्षण संचालनालय, मुंबई यांना औद्योगिक संघटना, औद्योगिक आस्थापना आणि बिगर-सरकारी संस्था/फाऊंडेशन इत्यादी सोबत करावयाच्या सामंजस्य करार करण्यासाठी महाराष्ट्र शासनाच्या वतीने संचालक, व्यवसाय शिक्षण व प्रशिक्षण संचालनालय यांना प्राधिकृत करण्यात येत आहे.
३. सदर शासन निर्णय विधी व न्याय विभागाच्या ई-ऑफिस संगणक क्र. १०९९०९४ वर दिनांक ५.२.२०२६ रोजी दिलेल्या सहमतीने निर्गमित करण्यात येत आहे.
४. सदर शासन निर्णय महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध करण्यात आला असून त्याचा संकेतांक क्रमांक २०२६०४२४१८१८०९७४०३ असा आहे. हा आदेश डिजीटल स्वाक्षरीने साक्षांकीत करून काढण्यात येत आहे.
महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने.

(मुं.उ. भरोसे)

अवर सचिव, महाराष्ट्र शासन

प्रत ,

१. मा. मंत्री, कौशल्य, रोजगार, उद्योजकता व नाविन्यता विभाग, यांचे खाजगी सचिव, मंत्रालय, मुंबई
२. अपर मुख्य सचिव, कौशल्य, रोजगार, उद्योजकता व नाविन्यता विभाग यांचे वरिष्ठ स्वीय सहायक, मंत्रालय, मुंबई
३. प्रधान सचिव व विधी परामर्शी, विधी व न्याय विभाग, मंत्रालय, मुंबई
४. संचालक, व्यवसाय शिक्षण व प्रशिक्षण संचालनालय, महाराष्ट्र राज्य, मुंबई.
५. सहसंचालक, व्यवसाय शिक्षण व प्रशिक्षण, प्रादेशिक कार्यालय, नाशिक /छत्रपती संभाजीनगर /अमरावती/नागपूर/मुंबई/पुणे
६. निवड नस्ती. (व्यशि-३).

शासन निर्णय, कौशल्य, रोजगार, उद्योजकता व नाविन्यता विभाग, क्र. आयटीआय- २०२५/
प्र.क्र. ८०/व्यशि-३ दि.२४.४.२०२६ सोबतचे सहपत्र

“प्रपत्र अ”

DRAFT MEMORANDUM OF UNDERSTANDING (MOU)

Between

The Governor of The State of Maharashtra

And

[Name of Industry Partner]

"THIS Memorandum of Understanding ("MoU") has been entered into on this_____day
of_____ 2026 ("the Effective Date") at Mumbai, Maharashtra

BETWEEN

The Governor of the State of Maharashtra exercising its executive power through The Director, Directorate of Vocational Education and Training (DVET), Maharashtra State having its office at 3, Mahapalika Marg, Dhobi Talao, Maharashtra State, Mumbai 400 001, (hereinafter referred to as "GOVERNMENT or DVET" which expressions shall, unless repugnant to the context or meaning hereof include its successors-in-interest and permitted assigns) of the FIRST PARTY;

AND

_____(Name of Industry Partner) a company incorporated under the provisions of Companies Act, 1956/ a Public trust registered under the provisions of Maharashtra Public Trust Act/ a Society registered under Societies Registration Act and having its Registered Office at_____ (full address of registered office of the company), (hereinafter referred to as "INDUSTRY PARTNER" which expressions shall, unless repugnant to the context or meaning hereof, include its successors-in-interest and permitted assigns) of the SECOND PARTY.

First Party and Second Party herein above are hereinafter jointly referred to as the "Parties" and individually as a "Party".

Both parties agree to collaborate for upgradation and transformation of Government Industrial Training Institutes (ITIs) in Maharashtra under the Public-Private Partnership (PPP) model, as per the Government Resolution dated 02 June 2025 and EOI No. DVET/D7CTS/NEW PPP POLICY/571.

2. Objectives

A. The primary objectives are as below but not limited to-

- i. Upgrade ITI infrastructure, curriculum, and training facilities to global standards.
- ii. Introduce industry-relevant courses including emerging technologies (AI, EV, Robotics, Green Hydrogen, etc.).
- iii. Enhance employability through apprenticeships, dual certification, and placement facilitation.
- iv. Foster innovation, entrepreneurship, and Environmental and Social sustainability practices.

B. Activities under this MoU shall be governed by the IMC and / or Joint working committee for fulfilling the objectives as below and as per the PPP Policy (in line with Clause 6 of the policy), 2025 for ITI upgradation framed vide the Government Resolution Ref. No. PPP-2025/C.R. 80/Vyashi-3, by SEEID, GoM dated 02nd June, 2025 (G.R. No. 202506021651380903) and the Implementation Guidelines for PPP Policy for Government ITIs of Maharashtra.

For any further clarifications, the PPP Policy for ITI upgradation framed vide the Government Resolution Ref. No. PPP-2025/C.R. 80/Vyashi-3, by SEEID, GoM dated 02nd June, 2025 (G.R. No. 202506021651380903) and the Implementation Guidelines for PPP Policy for Government ITIs of Maharashtra, be referred.

3. Scope of Partnership

The Industry Partner [**Name of Industry Partner**] shall partner with the Directorate of Vocational Education and Training (DVET) for the transformation and upgradation of the following Industrial Training Institute(s):

[**Name of ITI(s)**]

The Industry Partner shall undertake activities relating to **upgradation, industry integration, and institutional development** of the above-mentioned ITI(s) in accordance with the provisions of the **PPP Policy for Transformation of Government ITIs (PPP Policy-2025)** and the **Implementation Guidelines issued by the Government of Maharashtra**, as amended from time to time.

Such activities may include, inter alia:

- i. Upgradation of training infrastructure, workshops, and laboratories.
- ii. Introduction of industry-relevant courses and technologies.

- iii. Faculty development and Training of Trainers (ToT).
- iv. Strengthening apprenticeship, placement, and industry linkages.
- v. Promoting employment for green jobsDevelop curriculum for different categories of Persons with Disability and Vulnerable groups.
- vi. Establishment of production-oriented training facilities or skill centres.
- vii. Establishment of environmental and social governance systems.
- viii. Any other activities consistent with the objectives of the PPP Policy-2025.

The IMC will prepare an Institute Development Plan (IDP) for the partner ITI which will include the specific activities required for the transformation of ITI.

The partnership under this Memorandum of Understanding shall remain valid for a period of **[10 / 20] years** from the Effective Date of this MoU.

In accordance with Clause 14.2 of the PPP Policy-2025, the State Steering Committee (SSC) may, at its discretion, decide to extend the partnership beyond the initial partnership period for a further period of up to five (5) years. Such extension shall be granted only once, subject to satisfactory performance of the Industry Partner and with the consent of the Industry Partner.

Any such extension shall be subject to approval of the competent authority and shall be recorded through an appropriate written instrument or amendment to this MoU.

4. Roles and Responsibilities

4.1 DVET / Government

- i. Provide unencumbered built-up space and existing infrastructure of the ITI.
- ii. Continue salaries of sanctioned government staff and operational costs under existing schemes.
- iii. Government shall provide funds under prevailing budgetary heads
- iv. Facilitate affiliation, certification, and regulatory approvals from competent authorities.
- v. Implement fee reimbursement schemes for eligible trainees under government norms.
- vi. Ensure compliance with DGT, NCVET, MSBSVET, and other statutory bodies.

4.2 Industry Partner

- i. Invest minimum **₹10 crore for 10 years / ₹20 crore for 20 years** (60% Capex, 40% Opex).

- ii. Upgrade ITI infrastructure: workshops, labs, smart classrooms, and production-oriented units.
 - iii. Procure, install, and maintain modern machinery and digital learning tools.
 - iv. Design and deliver industry-aligned curriculum and certification programs.
 - v. Deploy qualified trainers and subject matter experts; conduct Train-the-Trainer programs.
 - vi. Facilitate domestic and international placements; strengthen apprenticeship programs.
 - vii. Establish Centers of Excellence and incubation hubs for innovation and entrepreneurship.
- a) Prepare uniform Environment Health and Safety framework for upgradation, or construction activity. This will require audit of existing facilities to inform design works for adopting green building norms such as energy conservation, renewal energy, waste management, etc.
 - b) Prepare plans for both construction and O&M stages in Bid Document.
 - c) Adopt labor welfare measures contracted for civil works to ensure zero tolerance towards forced labour and child labour, occupational health and safety, fair wages, etc for civil works and develop social management plans for the bid documents.
 - d) The designs for upgradation of ITIs to comply with the laws for the differently abled people and enhancing gender safety and included in the bid document.
 - e) Ensure minimization of gender gap, enhancing empowerment and workplace safety with focus on preventive action on Gender Based Violence.
 - f) Set up accessible, responsive, trackable, monitoring and reporting systems for Grievance Management.
 - g) Ensure continuous Stakeholder Engagement and Citizen Feedback to improve services and enhance the accountability of implementing institutions.

4.3 Roles and Responsibilities of IMCs:

- i. Training and Faculty Development.
- ii. Infrastructure Modernization.
- iii. Financial Management and Fund Utilization.
- iv. Placement and Apprenticeship Opportunities.
- v. Social inclusion with focus on vulnerable groups including PWDs.

4.4 Other Mandate

- i. The ownership of the ITI will remain with the government.

- ii. The industry partner will not have any ownership rights over the goods and services provided by them to the ITI.
- iii. The industry partner cannot set their private office or carry out any other commercial, corporate or private activities in the premises of the partnered ITI. However, they will be permitted to display the name of their industry/ organization at certain points in the premises with prior permission from the DVET.
- iv. The name of the ITI cannot be changed as result of the partnership.
- v. Ensure that campus development aligns with principles of sustainability.

5. Governance Structure

An **Institute Management Committee (IMC)** shall govern the partnered ITI, comprising:

- i. Chairperson: Senior representative from the industry partner to provide strategic directions of the ITI.
- ii. Member Secretary (ITI Principal shall act as a Member Secretary).
- iii. DVETO as a nominated member of DVET.
- iv. Academic expert from the Industry or academia.
- v. Domain expert of the major Trade/Course nominated by the Industry Partner.
- vi. Distinguished alumni in the field of business / enterprises.
- vii. Ensure Women representation in IMC (at-least two).

IMC will oversee daily operations, curriculum planning, and financial management for project execution and shall be as per the PPP Policy for ITI upgradation vide the Government Resolution Ref. No. PPP-2025/C.R. 80/Vyashi-3, by SEEID, GoM dated 02nd June, 2025 (G.R. No. 202506021651380903) and the Implementation Guidelines for PPP Policy. It shall follow the changes in line with the revisions of the said GR and the implementation guidelines effected from time to time.

6. Financial Model

The financial framework governing the partnership under this Memorandum of Understanding shall be in accordance with the **PPP Policy for Transformation of Government ITIs and the Implementation Guidelines issued by the Government of Maharashtra**, as amended from time to time.

6.1 Industry Contribution

The Industry Partner shall contribute towards the transformation and development of the partnered ITI(s) through investments in both **Capital Expenditure (CAPEX)** and **Operational Expenditure (OPEX)**.

Such contributions may include, inter alia:

- i. Upgradation of existing infrastructure, laboratories, and workshops.
- ii. Establishment of new training infrastructure and facilities.
- iii. Procurement of modern machinery, equipment, tools, and training aids.
- iv. Remuneration of experts or instructors appointed by the Industry Partner for new courses.
- v. Training and capacity building of new and existing instructors.
- vi. Maintenance and repair of infrastructure created under the partnership.
- vii. Procurement of raw materials, safety equipment, and toolkits required for training.

6.2 Minimum Investment Framework

The Industry Partner shall make investments towards the transformation of the partnered ITI(s) in accordance with the **approved Investment Plan or Institutional Strategic Development Plan (ISDP)** forming part of this MoU.

Number of years of partnership	Minimum contribution by Industry partner	Remark
10	Rs. 10 crore	Rs.3.25 crore in first year and minimum Rs.75 lakhs per year from 2 nd year onwards
20	Rs. 20 crore	Rs.5.75 crore in first year and minimum Rs.75 lakhs per year from 2 nd year onwards

In accordance with the PPP Policy, the minimum investment commitment shall be:

The above timeline is indicative, industry partner may put their investment before the above mentioned timeline, but not later.

6.3 CAPEX and OPEX Structure

In accordance with the PPP Policy:

- i. At least **60% of the Industry Partner's total contribution shall be towards Capital Expenditure (CAPEX)**; and
- ii. The remaining **up to 40% may be towards Operational Expenditure (OPEX)**.

6.4 Mode of Contribution

The Industry Partner may contribute its investment through:

- i. Direct financial contribution to the **Institute Management Committee (IMC)** account; or
- ii. Procurement and installation of infrastructure, equipment, machinery, or training facilities at the partnered ITI.

The value of such contributions shall be considered on the basis of **market price or purchase price, whichever is lower**, in accordance with the PPP Policy.

6.5 Ownership of Assets

All infrastructure, equipment, machinery, and facilities created or installed under the partnership shall remain the **property of the respective Government ITI**.

6.6 Government Support

Funds available under existing Government budgetary provisions, schemes, scholarships, and training programs shall continue to be made available to the ITI in accordance with applicable Government rules and policies.

6.7 Revenue Generation

The partnered ITI may generate revenue through activities such as:

- i. Paid skill development or short-term training programs.
- ii. Establishing skill hubs or training centres.
- iii. Setting up production-oriented training facilities.
- iv. Providing consultancy or technical services.
- v. Training programs under Central or State Government schemes.

6.8 Utilisation of Revenue

Revenue generated from activities conducted under this partnership shall be **ploughed back into the ITI** for institutional development, sustainability of training programs, and incentives for trainers, trainees, collaborating partners, and the IMC.

6.9 Statutory Incentives

The Industry Partner may avail benefits under applicable statutory provisions, including **Corporate Social Responsibility (CSR) frameworks and Section 35CCD of the Income Tax Act, 1961**, subject to compliance with relevant laws.

7. Branding & Publicity

- i. Industry Partner may display its name on facilities developed/upgraded by them with prior DVET approval.
- ii. ITI name shall remain unchanged.

8. Monitoring and Performance Evaluation

8.1 The implementation of this Memorandum of Understanding shall be monitored through a structured framework in accordance with the **PPP Policy for Transformation of Government ITIs and the Implementation Guidelines issued by the Government of Maharashtra**, as amended from time to time.

8.2 Internal Assessment by the Institute Management Committee (IMC)i. The Institute Management Committee (IMC) shall meet periodically to review the progress of activities undertaken under this partnership.

ii. The IMC shall submit a **Quarterly Progress Report** to the Directorate of Vocational Education and Training (DVET), Maharashtra, indicating the status of ongoing activities, progress achieved, future plans, and new initiatives undertaken for the development of the partnered ITI(s).

iii. The IMC shall also submit an **Annual Report** to DVET containing details of institutional activities, financial expenditure, budget utilization, audit findings, trainee statistics including enrolment, results and placement outcomes, faculty development initiatives, and other relevant institutional indicators.

8.3 Statutory Audit

The IMC shall appoint a **Statutory Auditor** for auditing its accounts in accordance with applicable laws and financial regulations. A copy of the **Audit Report** shall be submitted to the **State Steering Committee (SSC)** for review.

8.4 Review by State Steering Committee (SSC)i. The Annual Report of the IMC shall be placed before the State Steering Committee (SSC) for review.
ii. The SSC shall review the annual performance of the partnered ITI(s) and the functioning of the IMC.

iii. The SSC shall also examine issues faced by the Industry Partner or DVET in the implementation of the upgradation plans and may provide guidance or take appropriate measures for resolution in accordance with the PPP Policy.

8.5 Performance Indicators

The performance of the partnered ITI(s) may also be assessed against **Key Performance Indicators (KPIs)** mutually agreed upon by the Parties in accordance with the PPP Policy and Implementation Guidelines. Such KPIs may be specified in **Annexure ___ to this MoU** and reviewed periodically during the tenure of the partnership.

9. Termination & Exit

9.1 Expiry of Partnership

The partnership period is agreed to be _____(10/20 Years as per policy).This Memorandum of Understanding shall automatically stand terminated upon completion of the partnership period specified in this Agreement, unless extended in accordance with the provisions of the **PPP Policy for Transformation of Government ITIs and with the approval of the competent authority.**

9.2 Termination for Breach or Unsatisfactory Performance

In accordance with Clause 14.3 of the PPP Policy-2025, the **State Steering Committee (SSC)** may decide to terminate this MoU prior to the expiry of the partnership period in the following circumstances:

- i. If the Industry Partner violates any applicable **Government Acts, rules, policies, or provisions of this MoU;**
- ii. If the **performance of the Industry Partner is found to be unsatisfactory** with respect to the objectives of the PPP Policy or the approved development plan for the partnered ITI(s);
- iii. If the **actions or activities of the Industry Partner are found to be prejudicial to the interests, functioning, or reputation of the partnered ITI(s).**

Before any such decision regarding termination is taken, the Industry Partner shall be given a **reasonable opportunity to present its explanation or representation before the State Steering Committee**, in accordance with the principles of natural justice.

9.3 Cure Period

Where feasible, DVET or the State Steering Committee may issue a written notice to the Industry Partner specifying the nature of the breach or deficiency and requiring corrective action within a **reasonable cure period**, which shall ordinarily not exceed **ninety (90) days**, unless otherwise determined by the competent authority.

Failure to remedy the breach within the stipulated cure period may result in termination of this MoU.

9.4 Exit Management and Transition

Upon termination or expiration of this MoU, the Parties shall cooperate to ensure an orderly transition and continuity of institutional functioning. Without prejudice to the generality of the foregoing:

- i. All infrastructure, machinery, equipment, and facilities created under this partnership shall remain the **property of the respective Government ITI**.
- ii. The Industry Partner shall facilitate the **orderly handover of assets, records, operational documents, and relevant data** relating to the functioning of the partnered ITI(s).
- iii. The Industry Partner shall extend reasonable **transition support**, as may be required by DVET, for a limited period to ensure continuity of training activities and administrative operations.
- iv. All information, reports, accounts, and documentation generated during the tenure of the partnership shall be transferred to DVET or the designated authority.
- v. Necessary arrangements shall be made to ensure that the **ongoing training of existing batches of trainees is not adversely affected** due to termination of the partnership.

9.5 Survival of Certain Provisions

Notwithstanding termination or expiration of this MoU, the provisions relating to **Confidentiality, Intellectual Property, Indemnification, Dispute Resolution, and any**

other provisions which by their nature are intended to survive termination shall continue to remain in full force and effect.

10. Governing Law

This MoU shall be governed by the laws of India.

11. Other Terms & Conditions

a. Confidentiality and Communication

Each party shall:

- i.) Protect any information provided by the other party that is identified as confidential or that should reasonably be considered confidential ("Confidential Information");
- ii.) Use Confidential Information for the sole purpose of fulfilling its obligations under this MoU; and
- iii.) Return all Confidential Information to the disclosing party promptly upon the expiration or termination of this MoU. Confidential Information may include, without limitation, computer programs, software or hardware products, product development plans, code, documentation, algorithms, know how, trade secrets, formulas, and processes. procedures, ideas, research, inventions, (whether patentable or not), copyrights, schematics and other technical, business, financial and marketing information, forecasts, strategies, names and expertise of employees and consultants, customer or partner information, customer data. Except as otherwise provided herein, neither party shall use any trademark, service mark, logo or other proprietary right of the other party without that party's consent. THE FIRST PARTY shall not publish or otherwise disseminate, in any form or format, any information arising out of or related to this MoU without THE SECOND PARTY prior written review and approval. THE SECOND PARTY shall not be entitled to publish or otherwise disseminate information, in any form or format through any media platform, about the Purpose using THE FIRST PARTY's name, without prior written permission of THE FIRST PARTY.

b. Intellectual Property Rights

Except for the permitted use of Confidential Information, each party acknowledges that, under this MoU, a party neither acquires any intellectual or other property, including but not limited to copyright, trademark, business or trade secrets, methodologies, professional techniques, works of authorship, training material,

courseware or content ("IP") from the other party nor any right in IP from the other party.

e. 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.

f. 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.

g. Advertisement:

Unless agreed by both parties, neither party shall use the name of the other party for advertisement or promotional campaigns

h. Anti-Corruption Laws:

Both parties shall comply with all applicable anti-corruption laws, including the Foreign Corrupt Practices Act and similar international laws. Neither party shall make unlawful payments, bribes, or inducements to influence government acts or decisions.

i. Independent Actors:

Nothing in this MoU shall create or imply any agency, venture, partnership, representative, or employment relationship between the parties. This MoU shall not be constructed as authority for either party to act for the other party in any capacity or to make commitments of any kind for the account of or on behalf of the other party.

j. Liabilities:

Each party is responsible for its own officers, employees, agents, contractors, or students for intentional or negligent acts or omissions, as allowed by law.

k. Modification and Waiver:

Any modification to this MoU shall be made by mutual consent through a written amendment signed by the authorized representatives of both Parties. Further, neither Party shall be deemed to have waived any provision of this MoU unless such waiver is evidenced in writing and signed by the Party granting the waiver, and any such waiver shall be limited to the terms of such writing.

k. Dispute:

This Agreement is to be construed, performed and enforced in accordance with the laws of India with exclusive jurisdiction of the Courts of Mumbai, India.

- i. Any dispute, difference, or grievance arising out of or in connection with the implementation of this Memorandum of Understanding shall, as far as possible, be resolved through **mutual consultation and amicable settlement between the Parties**.
- ii. In the event that the dispute cannot be resolved through mutual consultation, the matter shall be placed before the **Institute Management Committee (IMC)** for discussion and resolution.
- iii. If the dispute remains unresolved, the **Regional Joint Director** having jurisdiction over the concerned ITI shall intervene to facilitate resolution of the dispute. The Regional Joint Director may convene a **special meeting of the IMC** for this purpose.
- iv. In case the dispute continues to remain unresolved, the Regional Joint Director shall submit a report to the **Directorate of Vocational Education and Training (DVET)** for consideration and resolution.
- v. If the dispute remains unresolved thereafter, the matter shall be placed before the **State Steering Committee (SSC)**. The decision of the State Steering Committee shall be **final and binding with respect to administrative matters arising under this MoU**.
- vi. The Parties shall make reasonable efforts to resolve disputes through the above mechanism before seeking remedies available under **applicable laws**.

l. Force Majeure

Neither Party shall be liable for failure of or delay in performing obligations set forth in this agreement, and neither shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes beyond the reasonable control of such Party. In event of such force majeure, the Party affected thereby shall use reasonable efforts to cure or overcome the same and resume performance of its obligations hereunder.

m. Indemnity

Each Party hereby irrevocably and unconditionally agrees to indemnify and keep indemnified the other parties harmless from and against any and all liabilities, losses, damages, costs, claims, actions, proceedings, judgments, settlements, expenses or the like, which may have

been suffered by such Parties as a result of any misrepresentation or breach of any representation or warranty made by a Party in this MoU, or failure to perform any covenant, obligation, agreement or undertaking contained in this MoU by such Party.

Notices: Any notice, advice, request, order, demand, offer or other communication required or permitted to be given under this MoU shall be in writing and in English and will be effective when delivered. Until otherwise specified by notice in writing, the addresses for any notice shall be:

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

The Governor of Maharashtra

Represented by

The Director

Directorate of Vocational Education and Training (DVET),

Maharashtra State

In the presence of

1.

2.

Signed, sealed and delivered

For and on behalf of

_____ (Name of Industry Partner)

Represented by _____

(Designation _____)

In the presence of

1.

2.