MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

DR. BIRINCHIKUMAR BOORUAH COLLEGE, PURANIGUDAM, NAGAON, ASSAM - 782141

&

NET SKILL FOUNDATION, NAGAON, ASSAM

FOR

DIPLOMA IN COSMETOLOGY

DR. BIRINCHI KUMAR BAROOAH COLLEGE ★ Estd.-1967 ★ PURANIGUDAM, NAGAON

NET SKILL FOUNDATION ★ NAGAON: ASSAM ★

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, PLACEMENT, SERVICES AND RELATED SERVICES

Abinash Bharali

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MoU') is entered into on this the 13th DAY of – June – Two Thousand and Twenty (30/07/2021), by and between

Dr. Birinchikumar Booruah College, Puranigudam, Nagaon, Assam - 782141 represented herein by **Dr. Nripen Chandra Das, Principal, Dr. B.K.B. College, Puranigudam** (hereinafter referred as **'First Party'**, the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Net Skill Foundation, Nagaon, Assam and represented herein by **Mr. Ehtasham Sarkar, Project Coordinator, Net Skill Foundation, Nagaon, Assam** (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHERE AS:

A) First Party is a Higher Educational Institution named:

(I) **Dr. Birinchikumar Booruah College, Puranigudam, Nagaon, Assam - 782141**

B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.

C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.

D) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

E) **Net Skill Foundation, Nagaon, Assam** the Second Party is engaged in Business, Skill Development and Education in the fields of ***ASDM, Beauty and Wellness Ssc, Media and Entertainment Ssc and Gramin Development Mission***.

Ehtasham Sarkar

Nripen Ch. Das

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO 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 within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching/training systems, keeping in mind the needs of the industry, the Second Party.

1.3 The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2

SCOPE OF THE MOU

2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching/training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to 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 Programs for the First Party. The industrial training and exposure provided to students and faculty 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 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.

2.5 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.

2.6 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.

2.7 **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs.

2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.

2.9 There is no financial commitment on the part of the **Dr. Birinchikumar Booruah College, Puranigudam, Nagaon**, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3

INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4

VALIDITY

4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Net Skill Foundation, Nagaon, Assam**, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of **Training Partner** or **Net Skill Foundation, Nagaon, Assam**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU.

4.2 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.

CLAUSE 5

RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Nagaon, Assam.**

AGREED:

02/08/2021

Principal
Dr. B.K.B. College
Puranigudam
Nagaon (Assam)

Dr. Nripen Chandra Das
Principal
Dr. B.K.B. College, Puranigudam
Nagaon, Assam - 782141

Ehtasham Sarkar

NET SKILL FOUNDATION ★ NAGAON : ASSAM ★

Mr. Ehtasham Sarkar
Project Coordinator
Net Skill Foundation
Nagaon, Assam - 782001

Name of Institution: Dr. B.K.B. College Puranigudam	**Name of Industry:** Net Skill Foundation Nagaon
Address: Puranigudam Nagaon, Assam - 782141	**Address:** Nagaon, Assam - 782001
Contact Details: 9864489507	**Contact Details:** 7002405350
E-mails: bkb.college@hotmail.com nripenchdas@yahoo.com	**E-mails:** netskillfoundation.office@gmail.com
Web: www.bkbcollege.in	**Web:** ---------

Witness :
1. Abharali
(Dr. Abinash Bharali)
2. Pallav Phatim Saikia
(Pallav Phatim Saikia)

Witness :-
1. Ashwani Kumar
(Ashwani Kumar)
2.
(Tausif uddin Ahmed)

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

DR. BIRINCHIKUMAR BOORUAH COLLEGE, PURANIGUDAM, NAGAON, ASSAM - 782141

&

NARTAN KALA NIKETAN, JAPORIGOG, KRISHNA NAGAR, MOZAMMIL HOQUE PATH, HOUSE NO: 22

FOR

DIPLOMA COURSE IN SATTRIYA MUSIC AND DANCE

SKILL PROGRAMMES IN SATTRIYA MUSIC AND DANCE

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MoU') is entered into on this the 15th DAY of – June – Two Thousand and Twenty (15/06/2020), by and between

Dr. Birinchikumar Booruah College, Puranigudam, Nagaon, Assam - 782141 represented herein by **Dr. Nripen Chandra Das, Principal, Dr. B.K.B. College, Puranigudam** (hereinafter referred as **'First Party'**, the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

NARTAN KALA NIKETAN, JAPORIGOG, KRISHNA NAGAR, MOZAMMIL HOQUE PATH, HOUSE NO: 22 and represented herein by **Ms. Rumi Talukdar** (hereinafter referred to as **"Second Party"**, company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHERE AS:

A) First Party is a Higher Educational Institution named:

(I) **Dr. Birinchikumar Booruah College, Puranigudam, Nagaon, Assam - 782141**

B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.

C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.

D) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

E) **NARTAN KALA NIKETAN, JAPORIGOG, KRISHNA NAGAR, MOZAMMIL HOQUE PATH, HOUSE NO: 22**, the Second Party is engaged in Skill Development and Education in the fields of ***Sattriya Music and Dance*** - and related fields.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO 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 within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional

Rumi Talukdar

Nripen Ch Das

opportunities for one another.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching/training systems, keeping in mind the needs of the industry, the Second Party.

1.3 The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2

SCOPE OF THE MOU

2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching/training methodology and suitably customize the curriculum so that the students fit into the institutional scenario meaningfully.

2.3 **Institutional Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments/requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its institutional workshop/lab. The Second Party will provide its Labs/Workshops for the hands-on training of the learners enrolled with the First Party.

2.4 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.

2.5 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.

2.6 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the Institutional requirement considering the National Occupational Standards in concerned sector, if available.

2.7 **Placement of Trained Students:** Second Party will actively engage to help the delivery

of the training and placement of students.

2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.

2.9 There is no financial commitment on the part of the **Dr. Birinchikumar Booruah College, Puranigudam, Nagaon**, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3
INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4
VALIDITY

4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **NARTAN KALA NIKETAN, JAPORIGOG, KRISHNA NAGAR, MOZAMMIL HOQUE PATH, HOUSE NO: 22**, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of **Training Partner** or **NARTAN KALA NIKETAN, JAPORIGOG, KRISHNA NAGAR, MOZAMMIL HOQUE PATH, HOUSE NO: 22**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU.

4.2 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.

CLAUSE 5
RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Rumi Talukdar

First Party | Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Nagaon, Assam.**

AGREED:

15/06/2020

Dr. Nripen Chandra Das
Principal
Dr. B.K.B. College, Puranigudam
Nagaon, Assam - 782141

Principal
Dr. B.K.B. College
Puranigudam
Nagaon (Assam)

Rumi Talukdar

Ms. Rumi Talukdar
Principal
NARTAN KALA NIKETAN
Japorigog, Krishna Nagar, Mozammil Hoque Path, House no: 22

Principal/Secretary
Nartan Kala Niketan
Japorigog, Guwa...

Name of Institution: Dr. B.K.B. College Puranigudam	**Name of Institution:** NARTAN KALA NIKETAN
Address: Puranigudam Nagaon, Assam - 782141	**Address**: NARTAN KALA NIKETAN Japorigog, Krishna Nagar, Mozammil Hoque Path, House no: 22
Contact Details: 9864489507	**Contact Details:** 8638045130, 9864093137
E-mails: bkb.college@hotmail.com nripenchdas@yahoo.com	**E-mails:** ramkrishnatalukdar@gmail.com
Web: www.bkbcollege.in	**Web:**

Witness 1: Meghali Gogoi

Witness 2: Ramkrishna Talukdar
Ramkrishna Talukdar
Guru
Nartan Kala Niketan
Assam

Witness 3:
19/06/2020
(Sima Sovita Das)
Assistant Professor
Sattriya Dance Department
Dr. B.K.B. college, Puranigudam

Witness 4:
(Dr. Abinash Bharali)
Assistant Professor
Dr. B.K.B. College
Puranigudam, Nagaon

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

DR. BIRINCHIKUMAR BOORUAH COLLEGE, PURANIGUDAM, NAGAON, ASSAM - 782141

&

NATASAINIK NATYABIDYALAY, NAGAON, ASSAM

FOR

SKILL COURSE IN DRAMA, DANCE AND MUSIC

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, PLACEMENT, SERVICES AND RELATED SERVICES

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MoU') is entered into on this the 25th DAY of – June – Two Thousand and Twenty (25/06/2020), by and between

Dr. Birinchikumar Booruah College, Puranigudam, Nagaon, Assam - 782141 represented herein by **Dr. Nripen Chandra Das, Principal, Dr. B.K.B. College, Puranigudam** (hereinafter referred as **'First Party'**, the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

NATASAINIK NATYA BIDYALAY, NAGAON, ASSAM and represented herein by **MR. PANKAJ MAHANTA** (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHERE AS:

A) First Party is a Higher Educational Institution named:

(I) **Dr. Birinchikumar Booruah College, Puranigudam, Nagaon, Assam - 782141**

B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.

C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.

D) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

E) **NATASAINIK NATYA BIDYALAY, NAGAON, ASSAM**, the Second Party is engaged in Skill Development and Education in the fields of **THEATRE STUDIES & STAGE CRAFT** - and related fields.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO 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 within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional

opportunities for one another.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching/training systems, keeping in mind the needs of the industry, the Second Party.

1.3 The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2
SCOPE OF THE MOU

2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching/training methodology and suitably customize the curriculum so that the students fit into the institutional scenario meaningfully.

2.3 **Institutional Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments/requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its institutional workshop/lab. The Second Party will provide its Labs/Workshops for the hands-on training of the learners enrolled with the First Party.

2.4 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.

2.5 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.

2.6 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the Institutional requirement considering the National Occupational Standards in concerned sector, if available.

2.7 **Placement of Trained Students:** Second Party will actively engage to help the delivery

of the training and placement of students.

2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.

2.9 There is no financial commitment on the part of the **Dr. Birinchikumar Boaruah College, Puranigudam, Nagaon**, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3
INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4
VALIDITY

4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **NATASAINIK NATYA BIDYALAY, NAGAON, ASSAM**, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of **Training Partner** or **NATASAINIK NATYA BIDYALAY, NAGAON, ASSAM**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU.

4.2 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.

CLAUSE 5
RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Nagaon, Assam.**

AGREED:

25/06/2020

DR. NRIPEN CHANDRA DAS
PRINCIPAL
DR. B.K.B. COLLEGE, PURANIGUDAM
NAGAON, ASSAM - 782141

25/06/2020

President
Natasainik Natya Bidyalaya
Nagaon : Assam

MR. PANKAJ MAHANTA
PRESIDENT
NATASAINIK NATYA BIDYALAY, NAGAON, ASSAM

Name of Institution: Dr. B.K.B. College, Puranigudam	**Name of Institution:** **NATASAINIK NATYA BIDYALAY, NAGAON ASSAM**
Address: Puranigudam Nagaon, Assam - 782141	**Address:** **NATASAINIK NATYA BIDYALAY, NAGAON, ASSAM**
Contact Details: 9864489507	**Contact Details:** 7002698411
E-mails: bkb.college@hotmail.com nripenchdas@yahoo.com	**E-mails:** mahantapaban90@gmail.com
Web: www.bkbcollege.in	**Web:**

Witness 1: Kamalika Saikia

Witness 2: Dipak Borah
Principal
Natasainik Natya Bidyalaya
Nagaon : Assam

Witness 3: Meghali Gogoi

Witness 4: Mina Bhuyan

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

DR. BIRINCHIKUMAR BOORUAH COLLEGE, PURANIGUDAM, NAGAON, ASSAM - 782141

&

ASSAM YOGA ASSOCIATION (AFFILIATED TO ASSAM OLYMPIC ASSOCIATION & YOGA FEDERATION OF INDIA)

FOR

SKILL COURSE in YOGA

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MoU') is entered into on this the 19th DAY of – June – Two Thousand and Twenty (19/06/2020), by and between

Dr. Birinchikumar Booruah College, Puranigudam, Nagaon, Assam - 782141 represented herein by **Dr. Nripen Chandra Das, Principal, Dr. B.K.B. College, Puranigudam** (hereinafter referred as **'First Party'**, the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

ASSAM YOGA ASSOCIATION (AFFILIATED TO ASSAM OLYMPIC ASSOCIATION, YOGA FEDERATION OF INDIA) and represented herein by **SRI PRABHAT CHANDRA BORA** (hereinafter referred to as **"Second Party"**, company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHERE AS:

A) First Party is a Higher Educational Institution named:

(I) **Dr. Birinchikumar Booruah College, Puranigudam, Nagaon, Assam - 782141**

B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.

C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.

D) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

E) **ASSAM YOGA ASSOCIATION (AFFILIATED TO ASSAM OLYMPIC ASSOCIATION, YOGA FEDERATION OF INDIA)**, the Second Party is engaged in Skill Development and Education in the fields of ***YOGA*** - and related fields.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO 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 within the **Institution** and its related wings. The Parties shall keep each other informed

of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching/training systems, keeping in mind the needs of the industry, the Second Party.

1.3 The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2

SCOPE OF THE MOU

2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching/training methodology and suitably customize the curriculum so that the students fit into the institutional scenario meaningfully.

2.3 **Institutional Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments/requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its institutional workshop/lab. The Second Party will provide its Labs/Workshops for the hands-on training of the learners enrolled with the First Party.

2.4 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.

2.5 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.

2.6 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the Institutional requirement considering the National Occupational Standards in concerned sector, if available.

2.7 **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students.

2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.

2.9 There is no financial commitment on the part of the **Dr. Birinchikumar Booruah College, Puranigudam, Nagaon**, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3
INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4
VALIDITY

4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **ASSAM YOGA ASSOCIATION (AFFILIATED TO ASSAM OLYMPIC ASSOCIATION, YOGA FEDERATION OF INDIA)**, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of **Training Partner** or **ASSAM YOGA ASSOCIATION (AFFILIATED TO ASSAM OLYMPIC ASSOCIATION, YOGA FEDERATION OF INDIA)**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU.

4.2 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.

CLAUSE 5
RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Nagaon, Assam.**

AGREED:

19/06/2020

Dr. Nripen Chandra Das
Principal
Dr. B.K.B. College, Puranigudam
Nagaon, Assam - 782141

Sri Prabhat Chandra Bora
General Secretary,
ASSAM YOGA ASSOCIATION (AFFILIATED TO ASSAM OLYMPIC ASSOCIATION, YOGA FEDERATION OF INDIA)

Name of Institution: Dr. B.K.B. College, Puranigudam	**Name of Institution:** **ASSAM YOGA ASSOCIATION (AFFILIATED TO ASSAM OLYMPIC ASSOCIATION, YOGA FEDERATION OF INDIA)**
Address: Puranigudam Nagaon, Assam - 782141	**Address:** TELIA POHUKATA, URIAGAON, PIN: 782003 NAGAON, ASSAM
Contact Details: 9864489507	**Contact Details:** 9435367530
E-mails: bkb.college@hotmail.com nripenchdas@yahoo.com	**E-mails:** prabhatbora07@gmail.com assamyogaassociation@gmail.com
Web: www.bkbcollege.in	**Web:**

Witness 1: Ghanashyam Das
Assistant Professor
Dr. B.K.B. College, Puranigudam

Witness 2: Panchee Bosah

Witness 3:
Accountant
Dr. B.K.B. College
Puranigudam

Witness 4: Akherali
(Dr. Akinash Bharali)
Assistant Professor
Dr. B.K.B. College, Puranigudam

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Web: www.bkbcollege.in	**Web:**

Witness 1: Ghanashyam Tasid
Assistant Professor
Dr. B.K.B. College, Puranigudam

Witness 2: Panchee Bosah

Witness 3:
Accountant
Dr. B.K.B. College
Puranigudam

Witness 4: Akerali
(Dr. Akinash Akerali)
Assistant Professor
Dr. B.K.B. College, Puranigudam