

অসম ASSAM

M 616605

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**SIPAJHAR COLLEGE, SIPAJHAR,**

**DIST - DARRANG, ASSAM**

**AND**

**KHARUPETIA COLLEGE, KHARUPETIA**

**DIST- DARRANG, ASSAM**

This Memorandum of Understanding (MoU) is entered into on this day of 11<sup>th</sup> March, 2021 by / And between **Sipajhar College**, Dist- Darrang, Assam hereinafter called as "First Party" which expression shall include its successors and permitted assignees — situated at Sipajhar under the District of Darrang, Assam, a college permanently affiliated to the University of Gauhati and recognised by the University Grant Commission (UGC) under UGC 2(f) and 12(b) of UGC Act 1956 — represented by its Principal, Dr. Pradip Chandra Deka.

**And**

**Kharupetia College**, Dist- Darrang, Assam — hereinafter called as "Second Party" which expression shall include its successors and permitted assignees — situated at Kharupetia under the District of Darrang, Assam, a college permanently affiliated to the University of Gauhati and recognised by the University Grant Commission (UGC) under UGC 2(f) and 12(b) of UGC Act 1956 — represented by its Principal, Dr. Mausumi Saha Kalita.

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

**Whereas:**

1. Both colleges will be engaged in education, training, research, publications and seminar organization with a view to strengthening the cause of formal, general, vocational, employment centric, technological and practical education.
2. The 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.
3. The Parties intend to cooperate and focus their efforts on cooperation within indoor and outdoor sports.
4. The Parties intend to cooperate and focus their efforts on cooperation within areas of Skill, Training and Education.

Now, therefore, in consideration of the mutual promises set forth in this MoU, the Parties here to agree as follows:

**1. CO-OPERATION:**

- 1.1 Both Parties are united by common interest and objectives, and they shall establish channels of communication and cooperation that will promote and advance their respective operation within the College 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 The First Party and Second Party cooperation will facilitate effective utilization of the intellectual capabilities of the faculty in developing suitable teaching / training systems.

**2. SCOPE OF THE MOU:**

- 2.1 The budding graduates from the colleges could play a key role in promoting societal development. Both Parties believe that the close co-operation between the two would be of major benefit to the student community to enhance their self esteem and self knowledge.

*[Signature]*  
Principal  
Sipajhar College  
Assam

*[Signature]*  
PRINCIPAL  
SIPAJHAR COLLEGE

- 2.2 Both the parties will give an insight into the latest developments and requirements of the training and courses and also allow exchange of laboratory facilities for the advancement of knowledge.
- 2.3 Guest Lectures and exchange programmes: Both the Parties to extend the necessary support to deliver guest lectures and effective exchange programmes between both faculties and students for the educational development.
- 2.4 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the *terms* specified herein.

### 3. VALIDITY:

- 3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed *terms*.
- 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.

### 4. RELATIONSHIP:

- 4.1 It is expressly agreed that First Party and the Second Party are acting under this MoU as independent and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorised 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 consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make any agreements of any kind in the name of or binding upon the other Party's credit, or to extend credit on behalf of the other Party.

*[Signature]*  
11/3/21  
Principal  
Kharupetia College  
Assam

### 5. NON-EXCLUSIVITY

- 5.1 The relationship of the parties under this MoU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, on entering into a particular agreement or understanding, the participants may agree to limit each party's rights & responsibilities.

*[Signature]*  
11/3/21  
PRINCIPAL  
SIPAJHAR COLLEGE

## 6. ASSIGNMENT

- 6.1 It is understood by the Parties herein that this MoU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

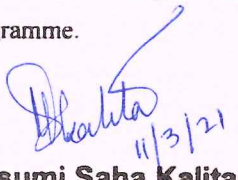
## 7. CONFIDENTIALITY

- 7.1 The parties to this MoU undertake to treat as CONFIDENTIAL AND PRIVILEGED information of the either party. The terms of confidentiality and mode of disclosure shall be as per mutually acceptable terms.
- 7.2 Except as reasonably required, both the parties covenant that neither the party shall at any time during this MoU or at any
- 7.3 Time after it is terminated disclose or reveal to any person / organization or otherwise make use of confidential information including any of the trade secrets, confidential operations, processes or dealings or any information concerning the parties and their subsidiaries, business, finances, transactions or affairs of the affiliates / agencies or any of their ventures which may come to the knowledge of either the party during the period.

During the period of the MoU, each party agrees to respect each other freedom of operation. Neither the parties shall interfere in the affairs / functioning of the other except regarding the successful implementation of the Programme.

  
**Dr Pradip Chandra Deka**  
Principal  
Sipajhar College  
Sipajhar, Darrang  
Ph. No-9954044122  
(Party I)

PRINCIPAL  
SIPAJHAR COLLEGE

  
**Dr. Mausumi Saha Kalita**  
Principal  
Kharupetia College  
Kharupetia, Darrang  
Ph. No-9435993485  
(Party II)

Principal  
Kharupetia College  
Kharupetia, Assam

**Witnesses:**

*Malini Nair*  
11/3/21

**Dr Malini Nair**  
Co-ordinator, IQAC  
Sipajhar College  
Sipajhar, Darrang  
Ph. No-9864157434  
Witness I (Party I)

*Barnali Sharma*  
11.3.21

**Dr Barnali Sharma**  
Joint Co-ordinator, IQAC  
Sipajhar College  
Sipajhar, Darrang  
Ph. No-9864157434  
Witness II (Party I)

*Dibya Jyoti Saikia*  
11.3.21

**Dr Dibya Jyoti Saikia**  
Co co-ordinator, IQAC  
Sipajhar College  
Sipajhar, Darrang  
Ph. No-9365591805  
Witness III (Party I)

*Mizanur Rahman*

**Dr. Mizanur Rahman**  
Co-ordinator, IQAC  
Kharupetia College  
Kharupetia, Darrang  
Ph. No-9706066983  
Witness I (Party II)

**Co-ordinator**  
**IQAC**  
**Kharupetia College**

*Nur Jaman*

**Dr. Nur Jaman**  
Member, IQAC  
Kharupetia College  
Kharupetia, Darrang  
Ph. No-9365306599  
Witness II (Party II)

*Jalal Uddin Ahmed*

**Jalal Uddin Ahmed**  
Member, IQAC  
Kharupetia College  
Kharupetia, Darrang  
Ph. No-9435088382  
Witness III (Party II)