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MEMORANDUM OF UNDERSTANDING

BETWEEN

ABHAYAPURI COLLEGE, DIST. - BONGAIGAON, ASSAM

AND

**ASTHA NATURE'S HOME A UNIT OF ASTHA NATURE'S
TOUR AND TRAVELS, ABHAYAPURI, BONGAIGAON,
ASSAM**

This Memorandum of Understanding (MoU) is entered into on this 30th March, 2017 by and between **Abhayapuri College**, Dist. - Bongaigaon, Assam – hereinafter called "COLLEGE" which expression shall include its successors and permitted assignees – situated at Abhayapuri under the District of Bongaigaon, Assam, a college permanently affiliated to the University of Gauhati and recognised by the University Grant Commission (UGC) with UGC 2(f) and 12(b) – represented by its Principal, Dr. Sadananda Nath.

And

Astha Nature's Home- a unit of Astha Nature's Tour and Travels hereinafter called "INSTITUTE" / "INDUSTRY PARTNER" which expression shall include its successors and permitted assignees – having its registered office at Near Bamungaon Reserve Forest, Abhayapuri under the District of Bongaigaon, Assam, a Professional Body working as an Industry-Academia Interface imparting Training and offering consultancy services to organisations/institutions (Government / Private / Public) – represented by its proprietor, Mr. Shailesh Choudhury.

Astha Nature's Tours & Travels

Proprietor

PRINCIPAL
ABHAYAPURI COLLEGE

Now this Memorandum of Understanding witnesses that:

A. PROLOGUE:

1. The College is 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. Astha Nature's Home is a Travel and Tourism resort with a distinctive Industry Linkages and works as a solution provider to different public/private organisations. It is engaged in training, education, research and consultancy services having its campus at Near Bamungaon Reserve Forest, Abhayapuri under the District of Bongaigaon, Assam.
3. The College wishes to enhance its services by introducing UGC B.Voc Travel and Tourism Management (TTM) as per UGC Guidelines to prepare its students for job-employment and self-employment; and, for successfully imparting the course, the College wishes to utilise the expertise, linkage and proficiency of Astha Nature's Home.
4. Astha Nature's Home, by considering the importance and possible outcome of the aforesaid programme, expresses its desire to get associated and provide support for the cause.

B. PURPOSE:

The purposes of this MoU are to:

1. Begin and expand a framework of cooperation between the College and Astha Nature's Home to support and/or develop skill-based and meaningful educational programmes, curricula projects and/or activities related to training and development.
2. Facilitate Faculty Development Programme for the College.
3. Promote and enhance the academic interest of the College.
4. Design a suitable curriculum & Syllabus, and formulate strategies for effectively conduct the programme.
5. Development of course contents to fulfil the purpose of introducing the programme.
6. Provide guest/visiting faculties for imparting the programme successfully.

C. SCOPE OF THE MoU:

The scope of this MoU is only limited to the implementation of the B.Voc-Travel and Tourism Management (TTM) course in the College.

D. NON-EXCLUSIVITY

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.

Astha Nature's Tours & Travels

Signature
Proprietor

Signature

PRINCIPAL
ABHAYAPURI COLLEGE

E. ASSIGNMENT

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.

F. TERMS AND TERMINATION

This MoU shall be in force during the entire period of funding from UGC for the said programme. Unless extended by mutual written agreement of both the parties, the MoU shall expire once the funding period comes to an end.

G. RESPONSIBILITIES:

The responsibilities of the College and the Industry Partner Industry will be as under:

Responsibilities of the College:

- (a) To deal with the University and the UGC
- (b) To make all infrastructure and other facilities required to conduct B.Voc TTM Course.
- (c) To make awareness and publicity of the programme
- (d) To enrol students for the courses
- (e) To do the needful for running the course by coordinating faculty members
- (f) To monitor and evaluate the performance of the students in collaboration with the Industry Partner.
- (g) To advise and be advised by the Industry Partner.
- (h) To conduct the periodical examination and evaluation.
- (i) To award Diploma / Advanced Diploma / Degree to the successful candidates.
- (j) To make all reasonable efforts to provide necessary information and technical assistance to the Industry Partner in response to request that fall within the scope of this project and to share applicable resources that are made available.
- (k) To properly release the payments to the Industry Partner against its services as per the scheme guidelines and as agreed mutually.
- (l) To be responsible for the logistics and operational aspects of the training component of the said Scheme;
- (m) To provide timely clarifications regarding Academic Inputs and any other necessary information to the Industry Partner;

Astha Nature's Tours & Travels

[Signature]
Proprietor

[Signature]

PRINCIPAL
ABHAYAPURI COLLEGE

Responsibilities of the Industry Partner:

- (a) To develop a curricular framework and course content that will allow students to gain practical experience and to acquire an ethic of community service.
- (b) To provide occasionally infrastructure facilities at its own venue including classrooms, equipments and qualified staff for providing skill based training as demanded by the course in addition to the existing facilities provided by the college.
- (c) To arrange for linkages with the industries, institutions and business establishments that will provide necessary practical and skill training to the students.
- (d) To provide faculty support in areas such as, but not limited to Management, IT, Communication, Grooming, Motivation etc. The Partner Industry shall appoint proper persons as faculty members.
- (e) Training the trainers / faculty members.
- (f) To cooperate with the College in conducting periodical evaluation and examination.
- (g) To facilitate on-job-training and internship facilities to the students.
- (h) To provide assistance in employment / entrepreneurial facilities for the deserving candidates after successful completion of the skill development programme

H. CONFIDENTIALITY

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.
2. Except as reasonably required, both the parties covenant that neither the party shall at any time during this MoU or at any time after it is terminated disclose or reveal to any person / organisation 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.
3. During the period of the MoU, each party agrees to respect each others freedom of operation. Neither the parties shall interfere in the affairs / functioning of the other except regarding the successful implementation of the programme.

I. RELATIONSHIP

Nothing in this MoU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

Astha Nature's Tours & Travels


Proprietor


PRINCIPAL
ABHAYAPURI COLLEGE

J. TERMS & CONDITIONS:

1. The intellectual property of the college and the Industry Partner will remain with the respective ones.
2. The Industry Partner may further take assistance from the local bodies, schools, colleges, grass root level organisations, Industrial / Business establishments for making the skill development programme a success.
3. The Industry Partner will be permitted to encourage the students to get registered for more than one skill development programme provided it does not clash with the timings of the other programme(s).
4. On approval of the programme by the UGC, Astha Nature's Home, Near Bamungaon Reserve Forest, Abhayapuri under the District of Bongaigaon, Assam will play a proactive role in running the course successfully and efficiently especially in content building, liaisoning on behalf of the College, faculty support, training – faculty & students, on-job training and final placement.
5. Both parties, subject to appropriate funding and resource availability, agree to mutually develop skill-based service learning and volunteer opportunities that will expand student learning opportunities, expand community organization capacity to meet community needs, and provide necessary services to low-income populations in the college area. Further, the parties agree to work together to develop additional funding and resources to promote the related work under development to date.
6. The expenses in connection with regular lectures, practicals, remuneration to teaching faculty and supporting staff, internal evaluation will be borne by the College as per approved Scheme.
7. For any service provided by Astha Nature's Home, the College need to make payments to Astha Nature's Home, not to the person / persons involved in service delivery.
8. Both the parties shall ensure that all the softwares are legal.

Astha Nature's Home & Travels

Prithvi
Proprietor

Aslam

PRINCIPAL
ABHAYAPURI COLLEGE

K. ARBITRATION:

Any dispute arising with regard to any aspect of this MoU shall be settled through mutual consultations and agreements by the parties to the Agreement.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of
Abhayapuri College,
Abhayapuri, Bongaigaon, Assam

On behalf of
Astha Nature's Home
Abhayapuri



Signature:

Sadananda Nath
PRINCIPAL
ABHAYAPURI COLLEGE

Signature:

Astha Nature's Tours & Travels
Shailish Choudhury
Proprietor

Name : Dr. Sadananda Nath

Name : Mr. Shailish Choudhury

Designation : Principal,
Abhayapuri College

Designation : Proprietor,
Astha Nature's Home
Abhayapuri

Date :

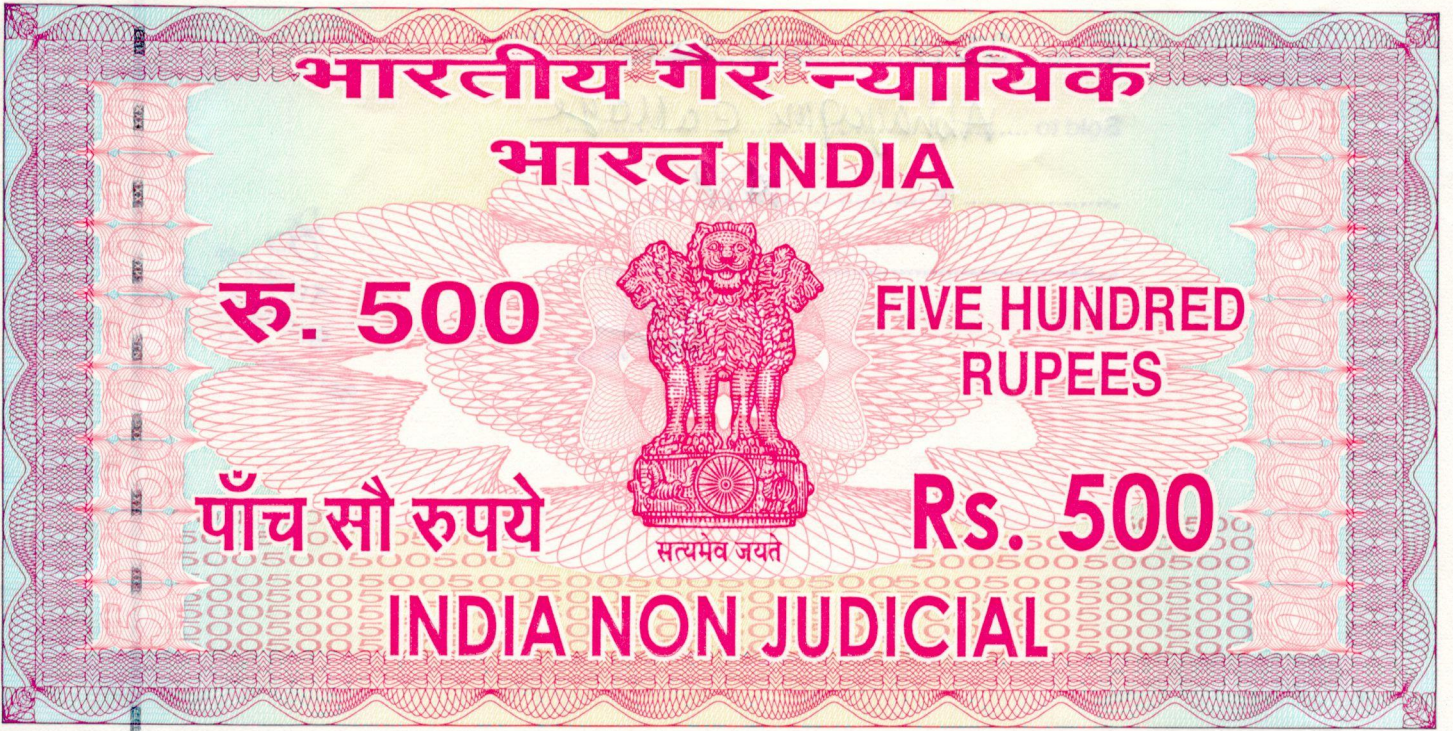
Date :

Witness:

Witness:

1. *Gehin Ch. Das*
2. *Anupama Ray*
3. *Swapan Biswas*
4. *Madhusmita Das*

1. *Deepyoti Choudhury*
- 2.



असम ASSAM

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AGREEMENT

This Agreement (hereinafter referred to as the "Agreement") is made and agreed upon between the Parties mentioned below, signed on the 19th January, 2021 and entered into:

BY AND BETWEEN

BFSI Sector Skill Council of India, a non-profit company, registered under the Companies Act, 1956, licensed under Section 8 of the same, is the Sector Skill Council for the Banking, Financial Services and Insurance Sector and has been formed under the aegis of the National Skill Development Corporation (NSDC). NSDC has been made jointly by Government of India and Industry Associations, as a PPP initiative to promote skill development and having its Registered Office at "25th Floor, P.J. Towers, Dalal Street, Fort, Mumbai – 400 001", (hereinafter referred to as "BFSI SSC" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) on the ONE PART

AND

Abhayapuri College, Abhayapuri, District of Bongaigaon PIN-783384 having its head office at Abhayapuri College, has been established in the state of Assam to carry forward the skill development initiative in a co-ordinated manner, (herein after referred to as "College") which expression shall unless repugnant to the context or meaning thereof, include its successor in office, legal representatives and permitted assigns of the SECOND PART

Abhayapuri
Principal
Abhayapuri College
Abhayapuri



The expression party of the First Part and the party of the second part shall unless the context otherwise requires be deemed to mean and include their representatives, successors and assigns. BFSI SSC and COLLEGE shall hereinafter be jointly referred to as the "Parties"

THIS AGREEMENT WITNESSED AND THE PARTIES HERETO AGREE TO AS FOLLOWS:

A. Objective

This Agreement is for collaboration on the introduction of Outcome Based Trainings, Assessments and Certification on Qualification Packs (QP) and National Occupational Standards (NOS) for {College} sponsored trainees

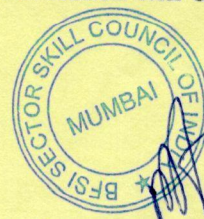
1. The Objective of this agreement is to improve employability skills of the trainees of the COLLEGE by their adoption of the National Occupational Standards (NOS), Assessments and Certifications developed by NSDC through its Sector Skill Councils. Under this Agreement, BFSI SSC will conduct assessment & its certification of trainees as per prescribed guidelines, trained by COLLEGE.
2. QPs in which training shall be imparted by COLLEGE and the relevant Assessments conducted by the Assessment Bodies of the BFSI SSC, has been enclosed as Annexure 1.

B. Role and Responsibilities of COLLEGE

The COLLEGE is the implementing organization and will be responsible for activities such as:

1. Facilitate Assessment & Certification of students undergoing training as per this MOU: The COLLEGE will permit the BFSI SSC to conduct assessments and certify the trainees of batches trained as per the respective QP / NOS under the BFSI SSC, through Assessment Agencies empaneled by the BFSI SSC.
2. Nodal Officers/ Coordinators: The COLLEGE will designate and recommend a Nodal Officer/ Coordinators at Headquarters Level who will be responsible for overseeing/coordinating the program from COLLEGE
3. Payment Schedule to Sector Skill Councils: The COLLEGE shall make 100% advance payment of assessment Fee to BFSI SSC.
 - a. Assessment Fee shall be paid on the basis of registered/scheduled number of candidates (this covers those passed, failed and also covers absentees on the day of the assessment as well) subject to a minimum batch-size, which is 15 candidates per batch. The Fee for an assessment and the subsequent certification will be as per the

Abhayapuri
Principal
Abhayapuri College
Abhayapuri



norms of NSDC&BFSI SSC and currently is at INR. 800/- (Services Sector) plus GST.

- b. If a batch assessment is not conducted on the due date then the assessment will be carried out for the whole batch at a mutually convenient date. However, a fee of Rs.10000/- per batch will be levied for every change request for the date of assessment. This will be payable in advance.
4. MIS: Generate MIS. The COLLEGE will appoint a dedicated executive for the same who will be responsible to coordinate the technical operations with the BFSI SSC.

C. Role & Responsibility of the BFSI SSC

1. Single Point of Contact (SPOC): The BFSI SSC will designate and recommend a SPOC who will be responsible for the overall assessment related activities from the BFSI SSC.
2. Student Assessment and Certification: The BFSI SSC will organize the timely assessment and certification of training through 'Assessment Agencies', certified and approved by the BFSI SSC. The BFSI SSC will issue a certificate to the successful candidate along with the COLLEGE via NSDC's SDMS (Skill Development Management System).

D. The following process followed for Assessments and Certification will be the responsibility of the COLLEGE:

1. COLLEGE uploads its batch information on NSDC's SDMS Portal or any other medium as both parties think fit.
2. The COLLEGE allocates the QP trained batches to the BFSI SSC to get the assessments conducted through the BFSI SSC Assessment Provider. Until the integration between the COLLEGE Portal and SDMS is complete, all this information would be communicated via E-Mail
3. The COLLEGE will transfer the requisite assessment fees via cheque/DD/RTGS to the BFSI SSC, as mentioned in Clause B, Sub clause (3) of this Agreement.

E. The following process for Assessments and Certification will be the responsibility of the BFSI SSC:

1. The BFSI SSC will get updates of new batch/already registered on SDMS, to be assessed. The BFSI SSC will be responsible for allocating an Assessment Agency which is empanelled with it for Assessment. Certification will be carried out as per NSDC's norms. The BFSI SSC via its Assessment Provider will be responsible for the fair and proper conduct of the QP assessment. Any issue/s that

Abhayapuri
Principal
Abhayapuri College
Abhayapuri



arise regarding this will be amicably discussed between the BFSI SSC and the COLLEGE and resolved thereof.

2. BFSI SSC to ensure that only registered batches on SDMS or on the COLLEGE portal will be assessed. Communication /request for the assessment date must be made at least 3weeks before the batch training end date, at the Training Centre of the COLLEGE. However in case of malpractice or non-compliance of attendance by trainees at the test centre for an assessment, the full assessment amount has to be paid and any re-assessment will attract a new fee.
3. The BFSI SSC shall provide a statement of payments received along with requisite invoice for the same.
4. The BFSI SSC designated Assessment Provider's proctor/invigilator /assessor will check the credentials of the candidates as per the established BFSI SSC norms and conditions; details of infrastructure and logistics required are included as Annexure-II to this Agreement. The following document will be checked to authenticate candidate identity at the Test Centre: ID proof- as mentioned in Annexure -II will also be provided by Second Party's.
5. The COLLEGE will make all arrangements at the centre such as raw material, lab facilities, and infrastructure setup for the proctor to conduct the online assessment. Information about such arrangements will be provided to college by The BFSI SSC Assessment Provider; details of infrastructure and logistics required are included as Annexure -II to this Agreement.
6. Assessment for the complete batch will be done as per the norms of the First Party in terms of number of minimum and maximum number of candidates. Candidates will be assessed on the assessment criteria and Question Banks set by the BFSI SSC as per the respective QP concerned.
7. The results of the batches will be declared by the BFSI SSC on the NSDC SDMS within 30 days of assessment by the Assessment Provider.
8. Secured certificates will be generated for successful candidates and the BFSI SSC will aim to forward the same in 30 days of declaration of the result and share with the COLLEGE.

F. Other covenants

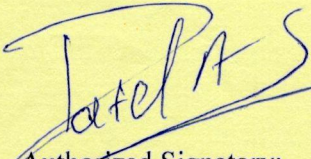
1. The use of the name, logo and/or the official emblem of the Parties concerned on any publication, document and/or paper concerning the mission/project under this Agreement is permissible, only post approval in writing, as explicit permission from the Party concerned.
2. Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Agreement shall be settled amicably through mutual consultation or negotiation/s between the Parties, without reference to any third Party.
3. This Agreement will come into effect on that date, when signed by both the Parties concerned. This Agreement shall remain valid for a period of three years only from the date of its signing, and can be extended on mutually acceptable terms and conditions.

Admission
Principal
Abhayapuri College
Abhayapuri



4. This Agreement may be changed at any time by mutual agreement of the Parties concerned in writing. It shall be reviewed three months before the expiry of the 'Agreement' or at a time mutually agreed upon by the Parties for a possible renewal.
5. Any other matter not included in this Agreement which is necessary for the smooth functioning of the mission/project/ scheme shall be finalized between the COLLEGE and the BFSI SSC on mutually agreeable terms and conditions.
6. The Agreement or any part thereof may be amended at any time during its tenure only by the consent, in writing, of the Parties concerned.
7. This Agreement shall be governed by construed and interpreted in accordance with the laws of India. The parties shall be subject to the exclusive jurisdiction of the Courts in Mumbai.

Both the Parties have set their hand in the presence of the witness on the 19th January, 2021 day of as mentioned above.


Authorized Signatory:

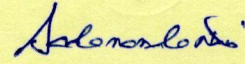


BFSI Sector Skill Council of India

Date

Witness:





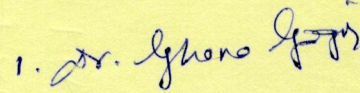
Principal
Abhayapuri College
Abhayapuri

(Dr. Sadananda Nath)
Principal
Abhayapuri College



Date: 19-01-2021

Witness:

1. 

2. Swapam Biswas

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बीस रुपये

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Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
ABHAYAPURI COLLEGE, DIST. - BONGAIGAON, ASSAM
AND
CN TRAVELS IN ASSOCIATION WITH CENTRE FOR
TOURISM STUDIES, GUWAHATI, ASSAM**

This Memorandum of Understanding (MoU) is entered into on this 20th February, 2017 by and between Abhayapuri College, Dist. - Bongaigaon, Assam – hereinafter called "COLLEGE" which expression shall include its successors and permitted assignees – situated at Abhayapuri under the District of Bongaigaon, Assam, a college permanently affiliated to the University of Gauhati and recognised by the University Grant Commission (UGC) with UGC 2(f) and 12(b) – represented by its Principal, Dr. Sadananda Nath.

And

CN TRAVELS in association with CENTRE FOR TOURISM STUDIES known as CTS – hereinafter called "INSTITUTE" / "INDUSTRY PARTNER" which expression shall include its successors and permitted assignees – having its registered office at 33 S.K.Bhuyan Road, Dighalipukhuri East, Guwahati under the District of Kamrup, Assam, a Professional Body working as an Industry-Academia Interface imparting Training and offering consultancy services to organisations/institutions (Government / Private / Public) –

For CN TRAVELS

Chandana Nath
PROPRIETOR

Sadananda Nath
PRINCIPAL
ABHAYAPURI COLLEGE

represented by its Proprietor and Principal Co-ordinator, Mr. Chandan Nath.

Now this Memorandum of Understanding witnesses that:

A. PROLOGUE:

1. The College is engaged in imparting higher education, different skill based training, research works, publications and organization of socio-academic seminar workshop etc. with a view to strengthening the cause of formal, general, vocational, employment-centric, technological and practical knowledge.
2. CTS is a professional Institute for Travel and Tourism with a distinctive Industry partner CN Travels and works as a solution provider to different public/private organisations. It is engaged in training, education, research and consultancy services having its campus at 33 S.K.Bhuyan Road, Dighalipukhuri East, Guwahati, Assam.
3. The College wishes to enhance its services by introducing UGC B. in TTM (Tourism and Travel Management) as per UGC Guidelines to prepare its students fit for job-employment as well as self-employment; and in this regard for successfully imparting the TTM course, the College wishes to utilise the expertise, linkage and proficiency of CN TRAVELS and CTS.
4. CN TRAVELS and CTS, by LOOKING INTO the importance and possible outcome of the aforesaid programme, express its desire to get associated with the College and provide support for the cause.

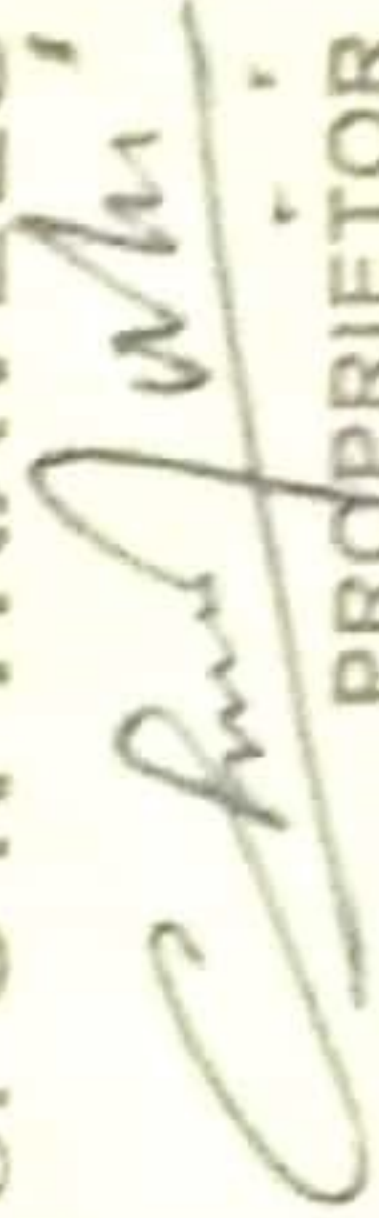
B. PURPOSE:

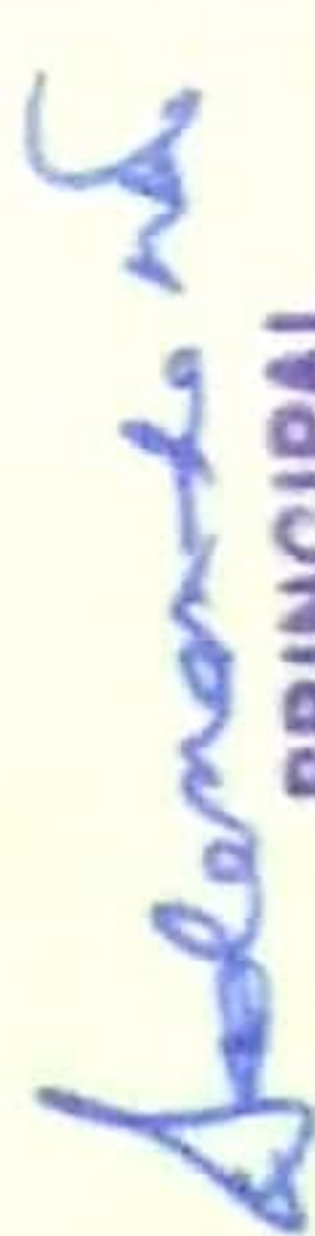
The main purposes of this MoU are:

1. To begin and expand a framework of cooperation between the College and CN TRAVELS and CTS to support and/or develop skill-based and meaningful educational programmes, curricula projects and/or activities related to Training, OJT etc. under the TTM programme.
2. To facilitate Faculty Development Programme for TTM as well as other related courses of the College.
3. To promote and enhance the academic as well as employment generating interest of the College.
4. To design a suitable curriculum & Syllabus, and formulate strategies for effective conducting above said programme.
5. To develop the course contents so as to fulfil the purpose of introducing the said B.Voc programme.
6. To provide enthusiastic guest/visiting faculties for imparting well designed wisdom to the students under the programme successfully.

C. SCOPE OF THE MoU:

The scope of this MoU will be limited to the implementation of the B.Voc TTM course in the College.

For CN TRAVELS,

PROPRIETOR


PRINCIPAL
ABHAYAPURI COLLEGE

D. NON-EXCLUSIVITY:

The relationship of the parties under this MoU shall be non-exclusive 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.

E. ASSIGNMENT:

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.

F. TERMS AND TERMINATION:


This MoU shall be in force during the entire period of funding from UGC for the said programme. Unless extended by mutual written agreement of both the parties, the MoU shall expire once the funding period comes to an end.

G. RESPONSIBILITIES:

The responsibilities of the College and the Industry Partner Industry will be as under:

Responsibilities of the College:

- (a) To deal with the University and the UGC
- (b) To make all infrastructure and other facilities required to conduct B.Voc TTM Course.
- (c) To make awareness and publicity of the programme.
- (d) To enroll students for the course.
- (e) To do the needful for running the course by coordinating faculty members
- (f) To get the curriculum designed by CN TRAVELS and CTS and approved by the Gauhati University.
- (g) To monitor and evaluate the performance of the students in collaboration with the Industry Partner.
- (h) To advise and be advised by the Industry Partner.
- (i) To conduct the periodical examinations and evaluation.
- (j) To award Diploma / Advanced Diploma / Degree to the successful candidates.
- (k) To make all reasonable efforts to provide necessary information and technical assistance to the Industry Partner in response to request that fall within the scope of this project, and to share applicable resources that are made available.
- (l) To properly release the payments payable to the Industry Partner against its services as per the scheme guidelines and as agreed mutually.

FOR CN TRAVELS

PROPRIETOR


PRINCIPAL
ABHAYAPURI COLLEGE

- (m) To be responsible for the logistics and operational aspects of the training component of the said Schemes.
- (n) To provide timely clarifications regarding Academic Inputs and any other necessary information to the Industry Partner.

Responsibilities of the Industry Partner:


- (a) To develop a curricular framework and course content that will allow students to gain practical experience and to acquire an ethic of community service.
- (b) To provide required infrastructure facilities at its own venue including classrooms, equipments and qualified staff for providing skill based training as demanded by the course in addition to the existing facilities provided by the college.
- (c) To arrange for linkages with the industries, institutions and business establishments that will provide necessary practical and skill training to the students.
- (d) To provide faculty support in areas such as, but not limited to, Tourism and Travel, Business, Management, Communication, Grooming, Motivation etc. The Partner Industry shall appoint proper persons as faculty members.
- (e) To provide appropriate Training to the trainers / faculty members.
- (f) To cooperate with the College in conducting periodical examination and evaluation.
- (g) To facilitate On-Job-Training and internship facilities to the students.
- (h) To provide assistance in employment / entrepreneurial facilities for the deserving candidates after successful completion of the skill development programme

H. CONFIDENTIALITY:

1. The parties to this MoU undertake to treat it as CONFIDENTIAL AND PRIVILEGED information of the either party. The terms of confidentiality and mode of disclosure shall be as per mutually acceptable terms.
2. Except as reasonably required, both the parties covenant that, neither the party shall at any time during this MoU or at any time after it is terminated disclose or reveal to any person / organisation 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.

FOR C N TRAVELS,

PROPRIETOR


PRINCIPAL
ABHAYAPURI COLLEGE


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

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Nothing in this MoU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

J. TERMS & CONDITIONS:

1. The intellectual property of the college and the Industry Partner will remain with the respective ones.
2. The Industry Partner may further take assistance from the local bodies, schools, colleges, grass root level organisations, Industrial / Business establishments for making the skill development programme a grand success.
3. The Industry Partner will be permitted to encourage the students to get registered for more than one skill development programme provided it does not clash with the timings of the other programme(s).
4. On approval of the programme by the UGC, CN TRAVELS and CTS, Guwahati will play a proactive role in running the course successfully and efficiently especially in content building, liaisoning on behalf of the College, faculty support, training – faculty & students, On-Job Training and final placement.
5. Both parties, subject to appropriate funding and resource availability, agree to mutually develop skill-based service learning and volunteer opportunities that will expand student-learning opportunities, expand community organization capacity to meet community needs, and provide necessary services to low-income populations in the college area. Further, the parties agree to work together to develop additional funding and resources to promote the related work under development to date.
6. The expenses in connection with regular lectures, practicals, remuneration to teaching faculty and supporting staff, internal evaluation etc. will be borne by the College as per approved Scheme.
7. For any service provided by CN TRAVELS and CTS, the College need to make

For CN TRAVELS!

PROPRIETOR


PRINCIPAL
ABHAYAPURI COLLEGE

payments to CN TRAVELS or CTS, not to the person / persons involved in service delivery.

8. Both the parties shall ensure that all the softwares are legal.

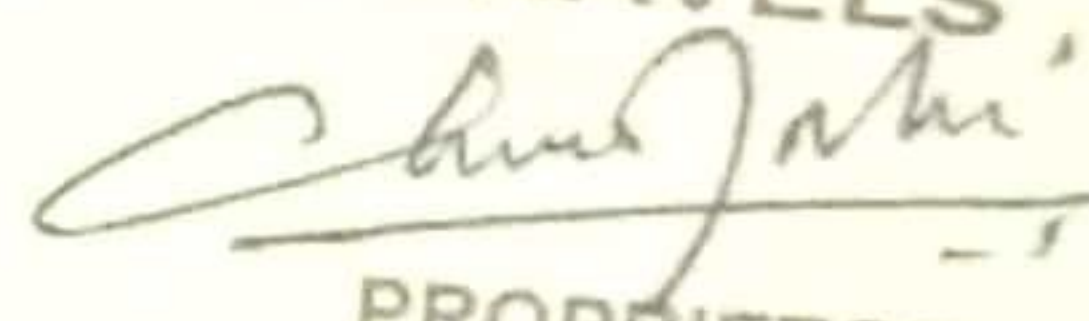
K. ARBITRATION:

Any dispute arising with regard to any aspect of this MoU shall be settled through mutual consultations and agreements by the parties to the Agreement.

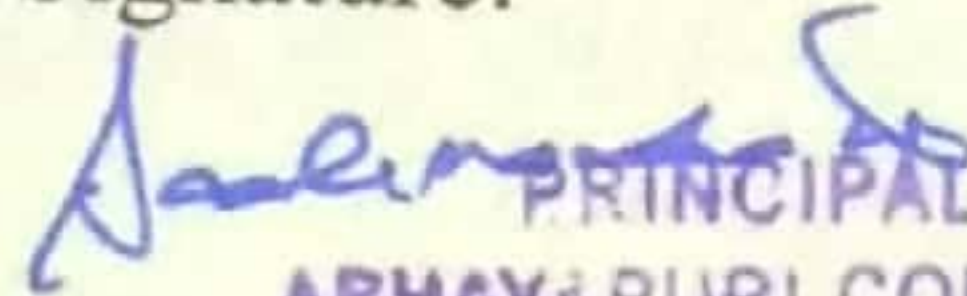
BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding (MoU) to be executed, effective as of the day and year first above written.

On behalf of
Abhayapuri College, Abhayapuri,
Bongaigaon, Assam

On behalf of
CN TRAVELS/CTS,

Guwahati
FOR CN TRAVELS,

PROPRIETOR

Signature:

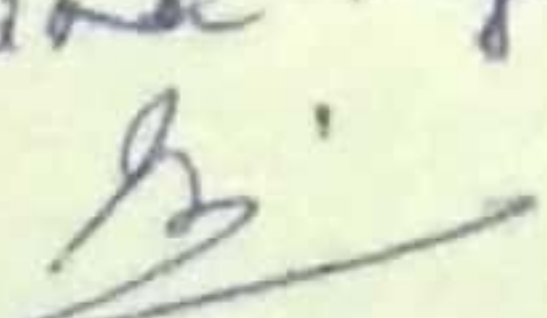
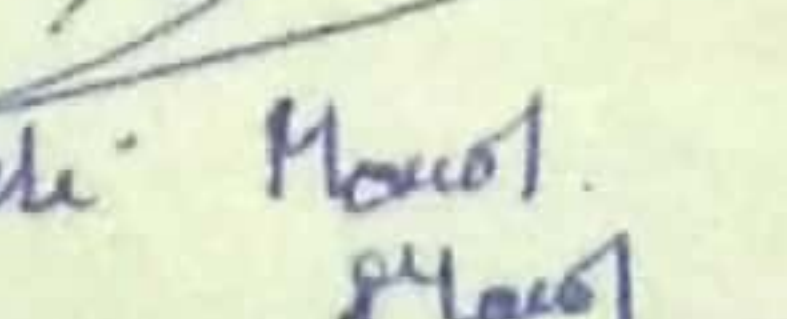

PRINCIPAL
ABHAYAPURI COLLEGE

Name : DR. SADANANDA NATH

Designation : Principal,
Abhayapuri College

Date :

Witness:

1. Dr. Lydona Lygisi

2. Deepanjali Marol


Name : MR. CHANDAN NATH

Designation : Proprietor/Coordinator
CN TRAVELS/CTS,
Guwahati

Date :

Witness:

- 1.
- 2.



অসম অসম ASSAM

Sadananda Nath
Principal
Abhayapuri College
Abhayapuri

12AA 928648

MEMORANDUM OF UNDERSTANDING
BETWEEN
ABHAYAPURI COLLEGE, DIST. - BONGAIGAON, ASSAM
AND
SCHOLARS SOCIETY- ICA PANBAZAR, PANBAZAR (Guwahati)
,ASSAM
AND
THE INSTITUTE OF COMPUTER ACCOUNTANTS, a unit of ICA EDU
SKILLS PVT.LTD., KOLKATA, WEST BENGAL.

Jasmine Hussain
Chairman
SCHOLAR'S

This Memorandum of Understanding (MoU) is entered into on this 30 July, 2019 by and between Abhayapuri College, Dist. - Bongaigaon, Assam – hereinafter called "COLLEGE" which expression shall include its successors and permitted assignees – situated at Abhayapuri under the District of Bongaigaon, Assam, a college permanently affiliated to the University of Gauhati and recognised by the University Grant Commission (UGC) with UGC 2(f) and 12(b) – represented by its Principal, Dr. Sadananda Nath.

And

SCHOLARS SOCIETY (ICA PANBAZAR)- hereinafter called "INSTITUTE" / "INDUSTRY PARTNER" which expression shall include its successors and permitted assignees - having its registered office at 3rd floor, Gunavi Narayan Arcade, Danish road, Panbazar, Assam under the District of Kamrup(M), Assam, a Franchisee center of the Institute of Computer accountants(ICA), imparting training and placement in Accountancy and Information Technology, represented by its Director, Ms. Jasmine Hussain.

And

THE INSTITUTE OF COMPUTER ACCOUNTANTS, a unit of ICA EDU SKILLS PVT.LTD., a company registered under the provisions of the Companies Act, 1956 having its Registered office at 27, N.S. Road, Kolkata, W.B., is the owner of brand ICA and is in the business of providing training or education in Accountancy and Information Technology, through the use of computer based systems (represented by Jasmine Hussain)

Jasmine Hussain
Chairman
SCHOLARS

Now this Memorandum of Understanding witnesses that:

A. PROLOGUE:

1. The College is 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. ICA PANBAZAR is a professional institute with a distinctive Industry Linkages and works as a solution provider to different public/private organisations. It is engaged in training, education, research and consultancy services having its campus at Danish Road, Panbazar, Assam.
3. The College wishes to enhance its services by introducing UGC B.Voc IT (Information Technology), TTM (Tourism and Travel Management), THM (Tourism and Hospitality Management) and Accounting and Financial Services under Community College scheme as per UGC Guidelines to prepare its students for job-employment and self-employment; and, for successfully imparting the course, the College wishes to utilise the expertise, linkage and proficiency of ICA PANBAZAR.
4. ICA PANBAZAR, by considering the importance and possible outcome of the aforesaid programme, expresses its desire to get associated and provide support for the cause.

Abhayapuri
Principal
Abhayapuri College
Abhayapuri

B. PURPOSE:

The purposes of this MoU are to:

1. Begin and expand a framework of cooperation between the College and ICA PANBAZAR to support and/or develop skill-based and meaningful educational programmes, curricula projects and/or activities related to training and development.

2. Facilitate Faculty Development Programme for the College.
3. Promote and enhance the academic interest of the College.
4. Design a suitable curriculum & Syllabus, and formulate strategies for effectively conduct the programme.
5. Development of course contents to fulfil the purpose of introducing the programme.
6. Provide guest/visiting faculties for imparting the programme successfully.

C. SCOPE OF THE MoU:

The scope of this MoU is only limited to the implementation of

1. The B.Voc IT course in the College.
2. Job guarantee diploma course - CIA-Express(Certified Industrial Accountant course) 9-12 months @ Rs. 39500.00
 - a) An exclusive fees for the College will be @ Rs. 35,500.00 inclusive of training, books, exam and placement for CIA Abhayapuri course to be given to all interested students from B.VOC, B.Sc and B.A. etc.
 - b) An introductory fee @ Rs. 30,500.00 is been allowed by ICA H.O. for the 1st enrolled batches of the financial year 2019-20.
 - c) Instalment and loan finance facilities to be made available to the students whenever required to undergo the course.
 - d) Modules includes-Business Computer Applications, Business Accounting, Tally. ERP 9 with GST, Business Communication, TDS, GST (theory) and projects.
3. Short courses on Computer Basic, Accounts Basic, GST and Tally ERP will also be provided as per the fees applicable.

D. NON-EXCLUSIVITY

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.

E. ASSIGNMENT

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.

F. TERMS AND TERMINATION

This MoU shall be in force during the entire period of funding from UGC for the said programme. Unless extended by mutual written agreement of both the parties, the MoU shall expire once the funding period comes to an end.

Jasmin Hussain
Chairman
SCHOLAR'S

Adnan
Principal
Abhayapuri College
Ahavaniri

G. RESPONSIBILITIES:

The responsibilities of the College and the Industry Partner Industry will be as under:

Responsibilities of the College:

- (a) To deal with the University and the UGC
- (b) To make all infrastructure and other facilities required to conduct B.Voc IT, CIA Abhayapuri and other Courses.
- (c) To make awareness and publicity of the programme
- (d) To enrol students for the courses
- (e) To do the needful for running the course by coordinating faculty members
- (f) To get the curriculum designed by ICA PANBAZAR and approved by the Gauhati University
- (g) To monitor and evaluate the performance of the students in collaboration with the Industry Partner.
- (h) To advise and be advised by the Industry Partner.
- (i) To conduct the periodical examination and evaluation.
- (j) To award Diploma / Advanced Diploma / Degree to the successful candidates.
- (k) To make all reasonable efforts to provide necessary information and technical assistance to the Industry Partner in response to request that fall within the scope of this project and to share applicable resources that are made available.
- (l) To properly release the payments to the Industry Partner against its services as per the scheme guidelines and as agreed mutually.
- (m) To be responsible for the logistics and operational aspects of the training component of the said Scheme;
- (n) To provide timely clarifications regarding Academic Inputs and any other necessary information to the Industry Partner;

Responsibilities of the Industry Partner:

- (a) To develop a curricular framework and course content that will allow students to gain practical experience and to acquire an ethic of community service.
- (b) To provide occasionally infrastructure facilities at its own venue including classrooms, equipments and qualified staff for providing skill-based training as demanded by the course in addition to the existing facilities provided by the college.

Jasmine Hussain
SCHOLAR

Adenondok
Principal
Abhayapuri College
Abhayapuri

- (c) To arrange for linkages with the industries, institutions and business establishments that will provide necessary practical and skill training to the students.
- (d) To provide faculty support in areas such as, but not limited to Management, IT, Communication, Grooming, Motivation etc. The Partner Industry shall appoint proper persons as faculty members.
- (e) Training the trainers / faculty members.
- (f) To cooperate with the College in conducting periodical evaluation and examination.
- (g) To facilitate on-job-training and internship facilities to the students.
- (h) To provide assistance in employment / entrepreneurial facilities for the deserving candidates after successful completion of the skill development programme.
- (i) ICA Panbazar will facilitate the diploma/certificate of the job guarantee CIA Abhayapuri course to the successful students.
- (j) ICA Panbazar will also ensure Placement guarantee of the successful candidates of CIA Abhayapuri course.

Jasmine Hussain
Chairman
SCHOLAR'S

H. CONFIDENTIALITY

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.
2. Except as reasonably required, both the parties covenant that neither the party shall at any time during this MoU or at any time after it is terminated disclose or reveal to any person / organisation 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.
3. During the period of the MoU, each party agrees to respect each others freedom of operation. Neither the parties shall interfere in the affairs / functioning of the other except regarding the successful implementation of the programme.

Ashwini
Principal
Abhayapuri College
Abhayapuri

I. RELATIONSHIP

Nothing in this MoU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

J. TERMS & CONDITIONS:

1. The intellectual property of the college and the Industry Partner will remain with

the respective ones.

2. The Industry Partner may further take assistance from the local bodies, schools, colleges, grass root level organisations, Industrial / Business establishments for making the skill development programme a success.
3. The Industry Partner will be permitted to encourage the students to get registered for more than one skill development programme provided it does not clash with the timings of the other programme(s).
4. On approval of the programme by the UGC, ICA Panbazar will play a proactive role in running the course successfully and efficiently especially in content building, liaisoning on behalf of the College, faculty support, training – faculty & students, on-job training and final placement.
5. Both parties, subject to appropriate funding and resource availability, agree to mutually develop skill-based service learning and volunteer opportunities that will expand student learning opportunities, expand community organization capacity to meet community needs, and provide necessary services to low-income populations in the college area. Further, the parties agree to work together to develop additional funding and resources to promote the related work under development to date.
6. The expenses in connection with regular lectures, practicals, remuneration to teaching faculty and supporting staff, internal evaluation will be borne by the College as per approved Scheme.
7. For any service provided by ICA PANBAZAR, the College need to make payments to ICA PANBAZAR, not to the person / persons involved in service delivery.
8. For the courses provided to students other than B.Voc (with college syllabus) ,as student batch preparation and fees collection responsibility will be taken by the college, ICA Panbazar will be sharing 10% of the gross total collection of the fees from students(excluding the study kit price to ICA HO) for supporting the recurring expenses incurred by the college.

Jasmin Hussain
SCHOLAR'S

Abhay
Principal
Abhayapuri College

9. Both the parties shall ensure that all the software are legal.

K. ARBITRATION:

Any dispute arising with regard to any aspect of this MoU shall be settled through mutual consultations and agreements by the parties to the Agreement.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of
Abhayapuri College, Abhayapuri
Bongaigaon, Assam



Signature:

[Handwritten Signature]

Name : **Principal**
Abhayapuri College
Abhayapuri

Designation : Principal,
Abhayapuri College

Date :

Witness:

1. Dr. *[Handwritten Name]*

2.

On behalf of
ICA Panbazar(Scholars Society)
Panbazar, Guwahati, Assam



Signature:

[Handwritten Signature]

Name : Ms. Jasmine Hussain
Chairman
SCHOLAR'S

Designation : Director,
ICA Panbazar

Date :

Witness:

1. *[Handwritten Name]*

2.

Agreement

Between

ABHAYAPURI COLLEGE

And

NASSCOM / IT-ITES SECTOR SKILLS COUNCIL NASSCOM

For

Assessments and Certification on NSQF Levels/Qualification Packs (QP) and
National Occupational Standards (NOS) under the
BVoc Project


This Agreement has been made and agreed upon between the Parties mentioned below, signed on the
1st day of the month of April, year 2019.

BETWEEN

National Association of Software and Service Companies (NASSCOM) having its head office at
the NASSCOM Plots 7-10, Sector 126, Noida, UP – 201301, India (hereinafter called "NASSCOM"),
represented by its Vice President / Executive Director IT-ITeS Sector Skills Council NASSCOM,
which expression shall, where the context so admits, be deemed to include its successors, excutors
and administrators of the ONE PART

AND

Abhayapuri College represented by the Principal (hereinafter referred to as "Second Party") which
expression shall unless repugnant to the context or meaning thereof, include its successor in office,
legal representatives and permitted assigns of the SECOND PART


Principal
Abhayapuri College



Background and Purpose

Abhayapuri College has been established in the state of Assam to carry forward the skill development initiatives in a co-ordinated manner.

Whereas IT-ITeS Sector Skills Council NASSCOM (SSC NASSCOM) the skill standard setting body of the IT-BPM Industry which is an integral part of NASSCOM is the education & skill development initiative of NASSCOM; works with its industry members and select academic and skill development institutions to help improve the quality and quantity of the employable workforce available to this industry.

NASSCOM/SSC NASSCOM and Abhayapuri College and will hence forth be referred to independently as the 'First Party' and 'Second Party' respectively and collectively as the 'Parties'.


...

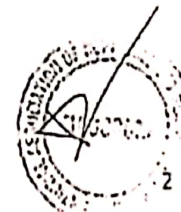
THIS AGREEMENT WITNESSED AND THE PARTIES HERETO AGREE TO AS FOLLOWS:

A. Objective

This Agreement is for collaboration on the conduct of Assessments and Certification at NSQF Level (National Skills Qualification Framework) or on Qualification Packs (QP) and National Occupational Standards (NOS) for Abhayapuri College/Second Party sponsored trainees

1. The Objective of this agreement is to improve employability skills of the trainees of the Second Party by their adoption of the NSQF Level or National Occupational Standards (NOS), Assessments and Certifications developed by NSDC through its Sector Skill Councils. Under this Agreement, First Party will ensure timely completion of training assessment & its certification, of trainees, trained by Second Party.
2. Currently 3 NSQF Level or QP / NOS based Assessments to be conducted by the Assessment Bodies of the First Party, has been enclosed as Annexure 1. Going forward more QPs for conduct of assessment will be added in consultation with the First Party.


Principal
Abhayapuri College



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B. Role and Responsibilities of Second Party

The Second Party is the implementing organization and will be responsible for activities such as:

1. **Assessment & Certification of Second Party candidates:** The Second Party will permit the First Party to conduct assessments and certify its candidates as per the respective NSQF Level or QP / NOB under the First Party, through Assessment Agencies empanelled by the First Party.
2. **Nodal Officers/ Coordinators:** The Second Party will designate and recommend a Nodal Officer/ Coordinators at Headquarters Level who will be responsible for overseeing/coordinating the program from Second Party
3. **Payment Schedule to Sector Skill Councils:** The Second Party shall make 100% advance payment of assessment cost to HABCCOM/SSC HABCCOM i.e. the First Party for all the batches for which the First Party shall have given acceptance against requisition and the First Party shall give an acknowledgment of advance payment.

a. Assessment cost shall be paid on the basis of registered/scheduled number of candidates (this covers those passed, failed and also covers absences on the day of the assessment as well) subject to a minimum batch-size, which is 30 candidates per batch. The cost for an assessment and the subsequent certification will be as per the norms of NSDC & HABCCOM/SSC HABCCOM/First Party and currently is at INR. 800/- exclusive of taxes. All taxes applicable to the Second Party (College/TP) have to be addressed by the Second Party (College/TP) over and above INR 800/-.

b. If a batch is not assessed due to Force Majeure or if informed by the Second Party at least 10 working days in advance to the date of the scheduled assessment or due to any other reason agreed upon by both the Parties, then the assessment will be carried out for the whole batch at a mutually convenient date. This communication between the Parties, until the integration between the Second Party Portal and SDMS is complete would be sent via E-Mail.

c. If a batch assessment is cancelled on the scheduled day of assessment due to 'Malpractice' as indicated in Annexure-II or lack of Infrastructure as indicated in Annexure-II, the assessment cost of INR 800/- per candidate is not refundable.

Re-assessment of such candidates as indicated in the above para in Point 'C' will attract an assessment fee of INR 800/- exclusive of taxes, once again.


Principal
Abhayapuri College



4. MIS: Generate MIS. The Second Party will appoint a dedicated operator for the same who will be responsible to coordinate the technical operations with the First Party.

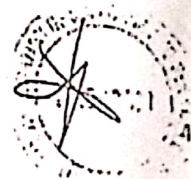
C. Role & Responsibility of the First Party

1. **Single Point of Contact (SPoC):** The First Party will designate and recommend a SPoC who will be responsible for the overall assessment related activities from the First Party.
2. **Student Assessment and Certification:** The First Party will organize the timely assessment and certification of training through 'Assessment Agencies', certified and approved by the First Party. The First Party will issue a certificate to the successful candidate along with the Second Party only via NSDC's SDMS (Skill Development Management System).

D. The following process followed for Assessments and Certification will be the responsibility of the Second Party:

1. Second Party uploads its batch information on NSDC's SDMS Portal listing all details including the batch end date as required by NSDC's SDMS.
2. The Second Party allocates the QP trained batches to the First Party to get the assessments conducted through the First Party Assessment Provider. Until the integration between the Second Party Portal and SDMS is complete, all this information would be communicated via E-Mail on Excel sheets.
3. All candidate details have to be provided on the Excel sheet in the prescribed format relevant to the data necessary for NSDC's SDMS (Skill Development Management System). The Second Party will be responsible for the accuracy of all details provided on the Excel sheet and on SDMS.
4. The Second Party will transfer the requisite assessment fees via the prescribed Payment Gateway to the First Party, as mentioned in Clause B, Sub clause (3) of this Agreement along with the necessary details of the candidates for which the assessment fee is being forwarded.
5. The Second Party will be responsible for the availability of the assessment infrastructure as indicated in Annexure -II
6. The Second Party will make all efforts to avoid any malpractice at its assessment centres.


Principal
Abhayapuri College



E. The following process for Assessments and Certification will be the responsibility of the First Party:

1. The First Party will get updates of new batch/s already registered on SDMS, to be assessed. The First Party will be responsible for allocating an Assessment Agency which is empanelled with it for Assessment. Certification, will be carried out via NSDC's SDMS only as per NSDC's norms. The First party via its Assessment Provider will be responsible for the fair and proper conduct of the QP assessment. Any Issue/s that arise regarding this will be amicably discussed between the First Party and the Second Party and resolved thereof.
2. First Party to ensure that only registered batches on SDMS or on the Second Party portal will be assessed. Communication /request for the assessment date must be made at least 3 weeks before the batch assessment /training end date, at the Training Centre of the Second Party. However in case of malpractice or non-compliance of attendance by trainees at the test centre for an assessment, the full assessment amount has to be paid and any re-assessment will attract a new fee.
3. The First Party shall provide a statement of payments received along with requisite the requisite Invoice for the same.
4. The First Party designated Assessment Provider's proctor/invigator /assessor will check the credentials of the candidates as per the established First Party norms and conditions; details of infrastructure and logistics required are included as Annexure-II to this Agreement. The following document will be checked to authenticate candidate identity at the Test Center; ID proof- as mentioned in Annexure -II will also be provided by the Second Party.
5. The Second Party will make all arrangements at the centre such as raw material, lab facilities, infrastructure setup for the proctor to conduct the online assessment. Information about such arrangements will be provided to the Second Party by The First Party Assessment Provider; details of infrastructure and logistics required are included as Annexure -II to this Agreement.
6. Assessment for the complete batch will be done as per the norms of the First Party in terms of number of minimum and maximum number of candidates. Candidates will be assessed on the assessment criteria and Question Banks set by the First Party as per the respective QP concerned.


Principal
Abhayapuri College



7. The results of the batches will be declared by the First Party on the Second Party portal or in soft copy in an Excel sheet (if NSDC's SDMS is not ready), within 10 days of assessment by the Second Party Assessment Provider.
8. Secured certificates, will be generated through Pitney Bowes for successful candidates and the First Party will aim to forward the same in 10 days of declaration of the result and shared with the Second Party.

F. Other covenants

1. The use of the name, logo and/or the official emblem of the Parties concerned on any publication, document and/or paper concerning the mission/project under this Agreement is permissible, only post approval in writing, as explicit permission from the Party concerned.
2. Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Agreement shall be settled amicably through mutual consultation or negotiation/s between the Parties, without reference to any third Party. Any other aspects not covered in this MoU, relevant to this program, and disputes etc arising about any aspect of the MoU shall be settled through mutual consultation and agreement, by the Parties to this MoU. In case a settlement is not arrived at, all disputes or differences arising between the parties in relation to the interpretation, meaning or effect of this agreement, or to any breach thereof and remain unresolved after the intervention of the representatives of the parties, shall be referred to arbitration under the aegis of the Indian Council of Arbitration at New Delhi (ICA). The Rules of the ICA shall govern the arbitral proceedings between the parties. The arbitration proceedings shall be conducted in English and the venue for the arbitration proceedings shall be New Delhi.
3. This Agreement will come into effect when signed by both the Parties concerned. This Agreement shall remain valid only for the effective period of the UGC BVoc program or one year from the date of signing, whichever is earlier and come into effect only from the date of its signing, and can be extended on mutually acceptable terms and conditions.
4. This Agreement may be changed at any time by mutual agreement of the Parties concerned in writing. It shall be reviewed three months before the expiry of the 'Agreement' or at a time mutually agreed upon by the Parties concerned for a possible renewal.


Principal
Abhayapuri College




6

5. Any other matter not included in this Agreement which is necessary for the smooth functioning of the mission/project/ scheme shall be finalized between the Second Party and the First Party on mutually agreeable terms and conditions.
6. The Agreement or any part thereof may be amended at any time during its tenure only by the consent, in writing, of the Parties concerned.

G. Termination

1. Either party to this Agreement may terminate this Agreement with 30 days prior written notice to the other party. On termination of this Agreement both parties shall discontinue using the marks and rights arising or accruing from the terms of this Agreement.
2. The termination of this Agreement shall be without prejudice to the accrued rights and obligations of the Parties and all such accrued rights and obligations shall remain in full force and effect and be enforceable notwithstanding such expiry or termination.

Both the Parties have set their hand in the presence of the witness on the 1st day of April, year 2019, as mentioned above.



Name: Dr. Sadananda Nath

Second Party

Designation: Principal
State: Assam
Project: B.Voc
ONGAIGAOH

Dated:




Dr Sandhya Chintala

First Party

Executive Director
IT-ITeS Sector Skills Council
NASSCOM & VP NASSCOM

Witness



Name: Dr. Ishvinder Singh

Second Party

Designation: Nodal Officer

State: Assam

Project Name: 3 year B.Voc Degree programme

Witness



Name: Ishvinder Singh

First Party

Designation: National Lead -
Training & Efficacy

IT-ITeS Sector Skills Council
NASSCOM



**NORTH EASTERN REGIONAL INSTITUTE OF WATER
AND LAND MANAGEMENT (NERIWALM)**

An Institute under the Ministry of Water Resources, River Development & Ganga Rejuvenation,
Govt. of India
(Registered under Society Registration Act, 1860)

NRWM/TRG/Sponsored/348/2018-19 / 3555

Date: 13.12.2018

To,

Dr. Hiranya Kr. Chaliha
President
Assam College Principals' Council
Kaliabor
Nagaon, Assam
Email: principal@kaliaborcollege.org

Subject: Self financed Hands on Training programme for the students on "Analysis of Environmental Parameters: Soil and Water Analysis" during 1-5 January, 2019 at Tezpur

Ref: Letter No. ACPC/17-18NERIWALM/08 dated 06.12.2018

Sir,

Inviting reference to the subject above, the hands on training programme for students on "Analysis of Environmental Parameters" will be held during 1-5 January, 2019 at Tezpur. The students, if required, may be provided accommodation only at NERIWALM, Tezpur. However, they have the liberty to have food in the Trainees' hostel on payment basis or outside. Students should bring valid photo ID card and nomination letter from the concern colleges during registration.

A nominal charge of Ru. 2000.00 per head will be charged, as per guideline, as course fee of the training. The course fee may be paid either at time of registration or deposited in advance in the bank given below:

Official Bank Account Details of NERIWALM

Bank: Indian Bank

Address: Indian Bank, Tezpur Branch, A.H.Road, Tezpur, Assam

Branch: Tezpur Branch

Account No: 521659154

Account Name in Bank: Director, NERIWALM

Bank's RTGS/IFSC Code No. : IDIB000Y126

As per NERIWALM Guidelines for In-Plant Training it is necessary to fill up the Format -'I' by the concerned college authority and submit it to NERIWALM. It will help in raising the bill, in case the fees is not deposited before or at the time of registration during the training programme.

Your faithfully,

(A.C. Debnath)
Professor (WRE)
&IC Training

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made on this 14th of September 2018 by and between Assam College Principal's Council (ACPC), Kaliabor College, P.O.- Kuwaritol, Nagaon, Assam

AND

NERIWALM(North Eastern Regional Institute of Water and Land Management), Dolabari, P.O.:- Kaliabhomora, Dist. – Sonitpur; Pin- 784 027; ASSAM

Whereas Assam College Principal's Council (ACPC) desires to implement Training programme for Teachers and Students of the colleges in the field of Eco Restoration, Environment, Land and Water Management.

This Memorandum of Agreement (MoA) defines the role and responsibilities of the two participating agencies

THE PARTIES HERETO AGREE AS FOLLOWS:-

1.0 ROLE OF ASSAM COLLEGE PRINCIPAL'S COUNCILS, KOLIABOR COLLEGE :

To provide


- 1.1 Selection and deputation of Teachers and Students for the courses with the help of interested colleges principal members
- 1.2 Manage Necessary fees for the courses through interested principals
- 1.3 Suggest time for the courses

2.0 NERIWALM

To provide

- 2.1 Infrastructure and expertise for the courses
- 2.2 Implementation of the courses
- 2.3 Accommodation for participation of the courses


Duration of MoA shall be one year and may be extended afterwards if both the parties agree.


For ACPC
President

President

College Principals' Council

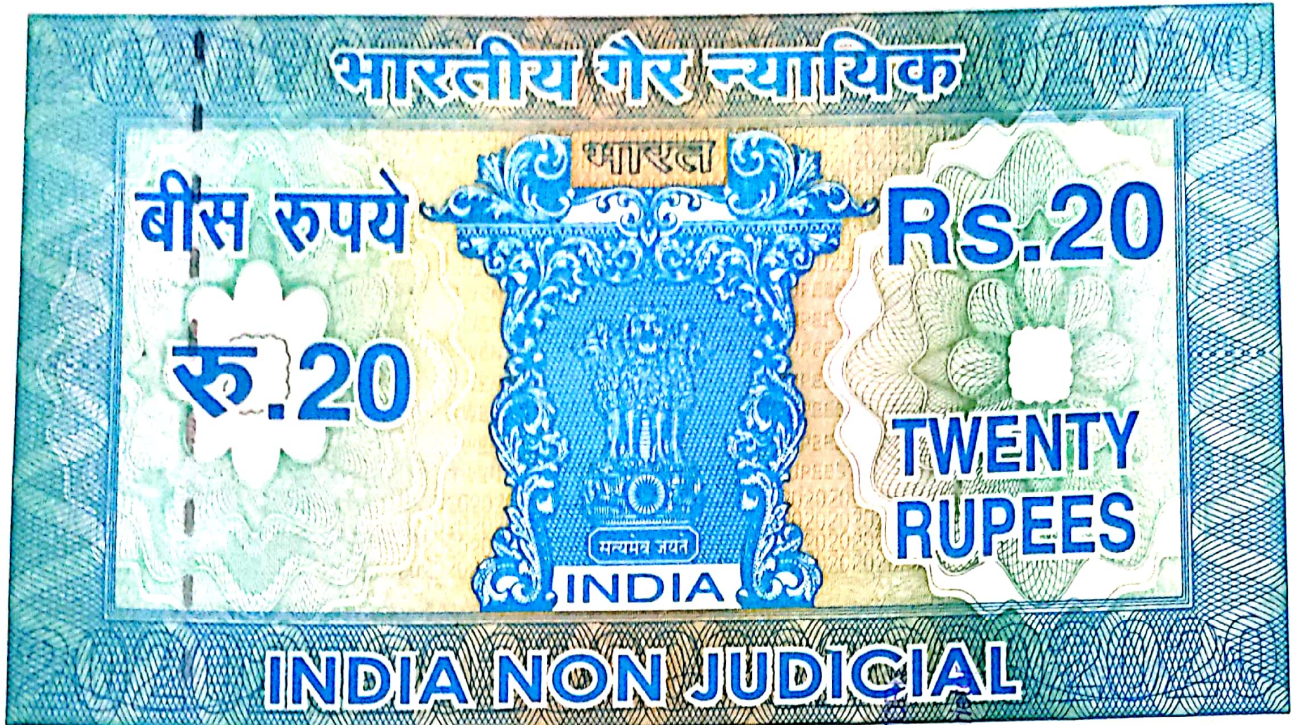



For NERIWALM

Direct Director

पूर्वोत्तर क्षेत्रीय जल तथा भूमि
प्रबंधन संस्थान, तेजपुर

North Eastern Regional Institute of
Water and Land Management, Tezpur



অসম অসম ASSAM

Principal
ABHAYAPURI COLLEGE

Ashok Sarkar
SOFTLINE NETWORK

Property

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**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**ABHAYAPURI COLLEGE, DIST. - BONGAIGAON, ASSAM
AND
SOFTLINE NETWORK, BONGAIGAON, ASSAM**

This Memorandum of Understanding (MoU) is entered into on this 9th February 2017 by and between Abhayapuri College, Dist. - Bongaigaon, Assam – hereinafter called "COLLEGE" which expression shall include its successors and permitted assignees – situated at Abhayapuri under the District of Bongaigaon, Assam, a college permanently affiliated to the University of Gauhati and recognised by the University Grant Commission (UGC) with UGC 2(f) and 12(b) – represented by its Principal, Dr. Sadananda Nath.

And

SOFTLINE NETWORK – hereinafter called "INSTITUTE" / "INDUSTRY PARTNER" which expression shall include its successors and permitted assignees – having its registered office at B. T. Road, Bongaigaon, Assam under the District of Bongaigaon, Assam, a Professional Body working as an Industry-Academia Interface imparting Training and offering consultancy services to organisations/institutions (Government / Private / Public) – represented by its Technical Director, Mr. Ashok Sarkar.

Now this Memorandum of Understanding witnesses that:

A. PROLOGUE:

1. The College is 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. SOFTLINE NETWORK is a professional institute with a distinctive Industry Linkages and works as a solution provider to different public/private organisations. It is engaged in training, education, research and consultancy services having its campus at B. T. Road, Bongaigaon, Assam.
3. The College wishes to enhance its services by introducing UGC B.Voc IT (Information Technology) as per UGC Guidelines to prepare its students for job-employment and self-employment; and, for successfully imparting the course, the College wishes to utilise the expertise, linkage and proficiency of SOFTLINE NETWORK.
4. SOFTLINE NETWORK, by considering the importance and possible outcome of the aforesaid programme, expresses its desire to get associated and provide support for the cause.

B. PURPOSE:

The purposes of this MoU are to:

1. Begin and expand a framework of cooperation between the College and SOFTLINE NETWORK to support and/or develop skill-based and meaningful educational programmes, curricula projects and/or activities related to training and development.
2. Facilitate Faculty Development Programme for the College.
3. Promote and enhance the academic interest of the College.
4. Design a suitable curriculum & Syllabus, and formulate strategies for effectively conduct the programme.
5. Development of course contents to fulfil the purpose of introducing the programme.
6. Provide guest/visiting faculties for imparting the programme successfully.

C. SCOPE OF THE MoU:

The scope of this MoU is only limited to the implementation of the B.Voc IT course in the College.

D. NON-EXCLUSIVITY

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.

M/S. SOFTLINE NETWORK
Prmriator

Arhaya
PRINCIPAL
ARHAYAPURI COLLEGE

E. ASSIGNMENT

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.

F. TERMS AND TERMINATION

This MoU shall be in force during the entire period of funding from UGC for the said programme. Unless extended by mutual written agreement of both the parties, the MoU shall expire once the funding period comes to an end.

G. RESPONSIBILITIES:

The responsibilities of the College and the Industry Partner Industry will be as under:

Responsibilities of the College:

- (a) To deal with the University and the UGC
- (b) To make all infrastructure and other facilities required to conduct B.Voc IT Course.
- (c) To make awareness and publicity of the programme
- (d) To enrol students for the courses
- (e) To do the needful for running the course by coordinating faculty members
- (f) To get the curriculum designed by SOFTLINE NETWORK and approved by the Gauhati University
- (g) To monitor and evaluate the performance of the students in collaboration with the Industry Partner.
- (h) To advise and be advised by the Industry Partner.
- (i) To conduct the periodical examination and evaluation.
- (j) To award Diploma / Advanced Diploma / Degree to the successful candidates.
- (k) To make all reasonable efforts to provide necessary information and technical assistance to the Industry Partner in response to request that fall within the scope of this project and to share applicable resources that are made available.
- (l) To properly release the payments to the Industry Partner against its services as per the scheme guidelines and as agreed mutually.
- (m) To be responsible for the logistics and operational aspects of the training component of the said Scheme;
- (n) To provide timely clarifications regarding Academic Inputs and any other necessary information to the Industry Partner;

Asks Sarkar
MIS. SOFTLINE NETWORK

Proprietor

Asks Sarkar
PRINCIPAL
ABHAYAPURI COLLEGE

Responsibilities of the Industry Partner:

- (a) To develop a curricular framework and course content that will allow students to gain practical experience and to acquire an ethic of community service.
- (b) To provide occasionally infrastructure facilities at its own venue including classrooms, equipments and qualified staff for providing skill based training as demanded by the course in addition to the existing facilities provided by the college.
- (c) To arrange for linkages with the industries, institutions and business establishments that will provide necessary practical and skill training to the students.
- (d) To provide faculty support in areas such as, but not limited to Management, IT, Communication, Grooming, Motivation etc. The Partner Industry shall appoint proper persons as faculty members.
- (e) Training the trainers / faculty members.
- (f) To cooperate with the College in conducting periodical evaluation and examination.
- (g) To facilitate on-job-training and internship facilities to the students.
- (h) To provide assistance in employment / entrepreneurial facilities for the deserving candidates after successful completion of the skill development programme

H. CONFIDENTIALITY

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.
2. Except as reasonably required, both the parties covenant that neither the party shall at any time during this MoU or at any time after it is terminated disclose or reveal to any person / organisation 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.
3. During the period of the MoU, each party agrees to respect each others freedom of operation. Neither the parties shall interfere in the affairs / functioning of the other except regarding the successful implementation of the programme.

I. RELATIONSHIP

Nothing in this MoU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

M/S. SUSTAINABLE NETWORK
Sardar
Proprietor

Principal
ABHAYAS JAI COLLEGE

J. TERMS & CONDITIONS:

1. The intellectual property of the college and the Industry Partner will remain with the respective ones.
2. The Industry Partner may further take assistance from the local bodies, schools, colleges, grass root level organisations, Industrial / Business establishments for making the skill development programme a success.
3. The Industry Partner will be permitted to encourage the students to get registered for more than one skill development programme provided it does not clash with the timings of the other programme(s).
4. On approval of the programme by the UGC, SOFTLINE NETWORK, BONGAIGAON will play a proactive role in running the course successfully and efficiently especially in content building, liaisoning on behalf of the College, faculty support, training – faculty & students, on-job training and final placement.
5. Both parties, subject to appropriate funding and resource availability, agree to mutually develop skill-based service learning and volunteer opportunities that will expand student learning opportunities, expand community organization capacity to meet community needs, and provide necessary services to low-income populations in the college area. Further, the parties agree to work together to develop additional funding and resources to promote the related work under development to date.
6. The expenses in connection with regular lectures, practicals, remuneration to teaching faculty and supporting staff, internal evaluation will be borne by the College as per approved Scheme.
7. For any service provided by SOFTLINE NETWORK, the College need to make payments to SOFTLINE NETWORK, not to the person / persons involved in service delivery.
8. Both the parties shall ensure that all the software are legal.

Dr. S. K. Saha
Principal
SOFTLINE NETWORK

Dr. S. K. Saha
Principal
ABHAYAPURI COLLEGE

Proprietary

K. ARBITRATION:

Any dispute arising with regard to any aspect of this MoU shall be settled through mutual consultations and agreements by the parties to the Agreement.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of
Abhayapuri College, Abhayapuri,
Bongaigaon, Assam

Signature:


PRINCIPAL
ABHAYAPURI COLLEGE

Name : Dr. Sadananda Nath

Designation : Principal,
Abhayapuri College

Date :


Witness:

1.

2.

On behalf of
SOFTLINE NETWORK, Bongaigaon
Assam

Signature:


M/S. SOFTLINE NETWORK

Proprietor

Name : Mr. Ashok Sarkar

Designation : Director (T),
SOFTLINE NETWORK,
Bongaigaon

Date :

Witness:

1.

2.



भारतीय गैर न्यायिक

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Rs.20

TWENTY
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INDIA

INDIA NON JUDICIAL

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13AA 826742

Sadananda Nath

PRINCIPAL
ABHAYAPURI COLLEGE

Dipjyoti Barman

TECH BOOSTER
Institute of Professional Studies

MEMORANDUM OF UNDERSTANDING
BETWEEN

ABHAYAPURI COLLEGE, DIST. - BONGAIGAON, ASSAM
AND

TECH BOOSTER INSTITUTE OF PROFESSIONAL
STUDIES, GUWAHATI, ASSAM

This Memorandum of Understanding (MoU) is entered into on this 9th January, 2017 by and between Abhayapuri College, Dist. - Bongaigaon, Assam – hereinafter called "COLLEGE" which expression shall include its successors and permitted assignees – situated at Abhayapuri under the District of Bongaigaon, Assam, a college permanently affiliated to the University of Gauhati and recognised by the University Grant Commission (UGC) with UGC 2(f) and 12(b) – represented by its Principal, Dr. Sadananda Nath.

And

Tech Booster Institute of Professional Studies – hereinafter called "INSTITUTE" / "INDUSTRY PARTNER" which expression shall include its successors and permitted assignees – having its registered office at Jonali Path, RGB Road, Guwahati under the District of Kamrup, Assam, a Professional Body working as an Industry-Academia Interface imparting Training and offering consultancy services to organisations/institutions (Government / Private / Public) – represented by its Director, Mr. Dipjyoti Barman.

Now this Memorandum of Understanding witnesses that:

A. PROLOGUE:

1. The College is 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. Tech Booster Institute of Professional Studies is a professional institute with a distinctive Industry Linkages and works as a solution provider to different public/private organisations. It is engaged in training, education, research and consultancy services having its campus at Jonali Path, RGB Road, Guwahati, Assam.
3. Tech Booster Institute of Professional Studies, by considering the importance and possible outcome of the aforesaid programme, expresses its desire to get associated and provide support for the cause.

B. PURPOSE:

The purposes of this MoU are to:

1. Begin and expand a framework of cooperation between the College and Tech Booster Institute of Professional Studies to support and/or develop skill-based and meaningful educational programmes, curricula projects and/or activities related to training and development.
2. Facilitate Faculty Development Programme for the College.
3. Promote and enhance the academic interest of the College.
4. Design a suitable curriculum & Syllabus, and formulate strategies for effectively conduct the programme.
5. Development of course contents to fulfil the purpose of introducing the programme.
6. Provide guest/visiting faculties for imparting the programme successfully.

C. SCOPE OF THE MoU:

The scope of this MoU is only limited to the implementation of the course "Data Entry, DBMS and Software Testing" in the College.

D. NON-EXCLUSIVITY

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 for the duration of the training program

E. ASSIGNMENT

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

Anand Kumar
PRINCIPAL
ABHAYAPURI COLLEGE

TECH BOOSTER
Institute of Professional Studies
Dipjyoti Borah
Director

or in part, to any third party.

F. TERMS AND TERMINATION

This MoU shall be in force during the entire period of the training programme, unless extended by mutual written agreement of both the parties, the MoU shall expire once the training programme period comes to an end.

G. RESPONSIBILITIES:

The responsibilities of the College and the Industry Partner Industry will be as under:

Responsibilities of the College:

- (a) To deal with the University and the UGC
- (b) To make available all infrastructure and other facilities required to conduct the training programme.
- (c) To make awareness and publicity of the programme
- (d) To enrol students for the courses
- (e) To do the needful for running the course by coordinating faculty members
- (f) To get the curriculum designed by Tech Booster Institute of Professional Studies and approved by the Gauhati University
- (g) To monitor and evaluate the performance of the students in collaboration with the Industry Partner.
- (h) To advise and be advised by the Industry Partner.
- (i) To conduct the periodical examination and evaluation.
- (j) To award Diploma / Advanced Diploma / Degree to the successful candidates.
- (k) To make all reasonable efforts to provide necessary information and technical assistance to the Industry Partner in response to request that fall within the scope of this project and to share applicable resources that are made available.
- (l) To properly release the payments to the Industry Partner against its services as per the scheme guidelines and as agreed mutually.
- (m) To be responsible for the logistics and operational aspects of the training component of the said Scheme;
- (n) To provide timely clarifications regarding Academic Inputs and any other necessary information to the Industry Partner;

[Signature]
PRINCIPAL
ASHHAPURI COLLEGE

TECH BOOSTER
Institute of Professional Studies
[Signature]
Director

Responsibilities of the Industry Partner:

- (a) To develop a curricular framework and course content that will allow students to gain practical experience and to acquire an ethic of community service.
- (b) To provide occasionally infrastructure facilities at its own venue including classrooms, equipments and qualified staff for providing skill based training as demanded by the course in addition to the existing facilities provided by the college.
- (c) To arrange for linkages with the industries, institutions and business establishments that will provide necessary practical and skill training to the students.
- (d) To provide faculty support in areas such as, but not limited to, Data Entry, handling Data Base Management Systems and Software Testing. The Partner Industry shall appoint proper persons as faculty members.
- (e) Training the trainers / faculty members.
- (f) To cooperate with the College in conducting periodical evaluation and examination.
- (g) To facilitate on-job-training and internship facilities to the students.
- (h) To provide assistance in employment / entrepreneurial facilities for the deserving candidates after successful completion of the skill development programme.

A. K. Sharma
PRINCIPAL
ABHAYAPURI COLLEGE

H. CONFIDENTIALITY

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.
2. Except as reasonably required, both the parties covenant that neither the party shall at any time during this MoU or at any time after it is terminated disclose or reveal to any person / organisation 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.
3. During the period of the MoU, each party agrees to respect each others freedom of operation. Neither the parties shall interfere in the affairs / functioning of the other except regarding the successful implementation of the programme.

TECH BOOSTER
Institute of Professional Studies
Shriyati Barmar
Director

I. RELATIONSHIP

Nothing in this MoU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

J. TERMS & CONDITIONS:

1. The intellectual property of the college and the Industry Partner will remain with the respective ones.
2. The Industry Partner may further take assistance from the local bodies, schools, colleges, grass root level organisations, Industrial / Business establishments for making the skill development programme a success.
3. The Industry Partner will be permitted to encourage the students to get registered for more than one skill development programme provided it does not clash with the timings of the other programme(s).
4. On approval of the programme by the UGC, Tech Booster Institute of Professional Studies, Guwahati will play a proactive role in running the course successfully and efficiently especially in content building, liaisoning on behalf of the College, faculty support, training – faculty & students, on-job training and final placement.
5. Both parties, subject to appropriate funding and resource availability, agree to mutually develop skill-based service learning and volunteer opportunities that will expand student learning opportunities, expand community organization capacity to meet community needs, and provide necessary services to low-income populations in the college area. Further, the parties agree to work together to develop additional funding and resources to promote the related work under development to date.
6. The expenses in connection with regular lectures, practicals, remuneration to teaching faculty and supporting staff, internal evaluation will be borne by the College as per approved Scheme and per mutually agreed upon by both parties.
7. For any service provided by Tech Booster Institute of Professional Studies, the College need to make payments to Tech Booster Institute of Professional

Abhinav

PRINCIPAL
ABHAYAPURI COLLEGE

TECH BOOSTER
Institute of Professional Studies

Dipjyoti Barman
Director

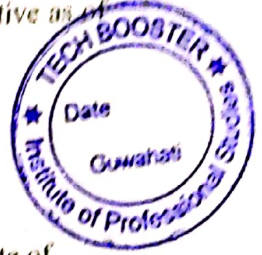
Studies, not to the person / persons involved in service delivery.

8. Both the parties shall ensure that all the softwares are legal.

K. ARBITRATION:

Any dispute arising with regard to any aspect of this MoU shall be settled through mutual consultations and agreements by the parties to the Agreement.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.



On behalf of
Abhayapuri College, Abhayapuri,
Bongaigaon, Assam

Sadananda Nath
Signature
ABHAYAPURI COLLEGE

On behalf of
Tech Booster Institute of
Professional Studies, Guwahati, Assam
Dipjyoti Barman
Signature
TECH BOOSTER
Institute of Professional Studies

Director

Name : Dr. Sadananda Nath
Designation : Principal,
Abhayapuri College

Name : Mr. Dipjyoti Barman
Designation : Director,
Tech Booster, Guwahati

Date :

Date :

Witness:

Witness:

- Suman Bysan*
Nodal officer.
- Swapan Biswas

- Thameswar Nath*
(T&P Head)
- Reh Booster*
Monop Dutta

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ABHAYAPURI COLLEGE, DIST. BONGAIGAON, ASSAM
AND
TRINITY FRUCTA PRIVATE LIMITED, LNB ROAD,
MANGALDAI, ASSAM**

This Memorandum of Understanding (MoU) is entered into on this 18th June, 2020 by and between Abhayapuri College, Dist. Bongaigaon, Assam – hereinafter called "COLLEGE" which expression shall include its successors and permitted assignees – situated at Abhayapuri under the District of Bongaigaon, Assam, a college permanently affiliated to the University of Gauhati and recognised by the University Grant Commission (UGC) with UGC 2(f) and 12(b) – represented by its Principal, Dr. Sadananda Nath.

And

TRINITY FRUCTA PRIVATE LIMITED – hereinafter called "INSTITUTE" / "INDUSTRY PARTNER" which expression shall include its successors and permitted assignees – having its registered office at LNB Road, Mangaldoi, Assam under the District of Darrang, Assam, a Professional Body working as an Industry (Private)- represented by its HR Manager, Mr. Dipankar Deka .

Now this Memorandum of Understanding witnesses that:

A. PROLOGUE:

1. The College is 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. TRINITY FRUCTA PRIVATE LIMITED is a professional food production company with a distinctive Industry Linkages and works as a solution provider to different private organisations. It is engaged in food manufacturing and research services having its campus at LNB Road, Mangaldoi, Assam.
3. The College wishes to enhance its services by introducing UGC B.Voc Food Processing Technology (FPT) as per UGC Guidelines to prepare its students for job-employment and self-employment; and, for successfully imparting the course, the College wishes to utilise the expertise, linkage and proficiency of TRINITY FRUCTA PRIVATE LIMITED.
4. TRINITY FRUCTA PRIVATE LIMITED, by considering the importance and possible outcome of the aforesaid programme, expresses its desire to get associated and provide support for the cause.

B. PURPOSE:

The purposes of this MoU are to:

1. Begin and expand a framework of cooperation between the College and TRINITY FRUCTA PRIVATE LIMITED to support and/or develop skill-based and meaningful educational programmes, curricula projects and/or activities related to training and development.
2. Facilitate Faculty Development Programme for the College.
3. Promote and enhance the academic interest of the College.
4. Design a suitable curriculum & Syllabus, and formulate strategies for effectively conduct the programme.
5. Development of course contents to fulfil the purpose of introducing the programme.
6. Provide guest/visiting faculties for imparting the programme successfully.

C. SCOPE OF THE MoU:

The scope of this MoU is only limited to the implementation of the B.Voc Food Processing (FP) course in the College.

D. NON-EXCLUSIVITY

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.

E. ASSIGNMENT

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.

F. TERMS AND TERMINATION

This MoU shall be in force during the entire period of funding from UGC for the said programme. Unless extended by mutual written agreement of both the parties, the MoU shall expire once the funding period comes to an end.

G. RESPONSIBILITIES:

The responsibilities of the College and the Industry Partner Industry will be as under:

Responsibilities of the College:

- (a) To deal with the University and the UGC
- (b) To make all infrastructure and other facilities required to conduct B.Voc FPT Course.
- (c) To make awareness and publicity of the programme

- (d) To enrol students for the courses
- (e) To do the needful for running the course by coordinating faculty members
- (f) To get the curriculum designed by TRINITY FRUCTA PRIVATE LIMITED and approved by the Gauhati University
- (g) To monitor and evaluate the performance of the students in collaboration with the Industry Partner.
- (h) To advise and be advised by the Industry Partner.
- (i) To conduct the periodical examination and evaluation.
- (j) To award Diploma / Advanced Diploma / Degree to the successful candidates.
- (k) To make all reasonable efforts to provide necessary information and technical assistance to the Industry Partner in response to request that fall within the scope of this project and to share applicable resources that are made available.
- (l) To properly release the payments to the Industry Partner against its services as per the scheme guidelines and as agreed mutually.
- (m) To be responsible for the logistics and operational aspects of the training component of the said Scheme;
- (n) To provide timely clarifications regarding Academic Inputs and any other necessary information to the Industry Partner;

Responsibilities of the Industry Partner:

- (a) To develop a curricular framework and course content that will allow students to gain practical experience and to acquire an ethic of community service.
- (b) To provide occasionally infrastructure facilities at its own venue including classrooms, equipments and qualified staff for providing skill based training as demanded by the course in addition to the existing facilities provided by the college.
- (c) To arrange for linkages with the industries, institutions and business establishments that will provide necessary practical and skill training to the students.
- (d) To provide faculty support in areas such as, but not limited to Management, IT, Communication, Grooming, Motivation etc. The Partner Industry shall appoint proper persons as faculty members.
- (e) Training the trainers / faculty members.
- (f) To cooperate with the College in conducting periodical evaluation and examination.
- (g) To facilitate on-job-training and internship facilities to the students.
- (h) To provide assistance in employment / entrepreneurial facilities for the

deserving candidates after successful completion of the skill development programme

H. CONFIDENTIALITY

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.
2. Except as reasonably required, both the parties covenant that neither the party shall at any time during this MoU or at any time after it is terminated disclose or reveal to any person / organisation 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.
3. During the period of the MoU, each party agrees to respect each others freedom of operation. Neither the parties shall interfere in the affairs / functioning of the other except regarding the successful implementation of the programme.

I. RELATIONSHIP

Nothing in this MoU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

J. TERMS & CONDITIONS:

1. This MoU shall commence with effect from the 18th day of June, 2020 and shall remain in effect for a period of 36 months i.e. up to 17th day of June, 2023, unless terminated earlier. This MoU shall automatically cease to be in effect upon completion of this term unless renewed.
2. The intellectual property of the college and the Industry Partner will remain with the respective ones.
3. The Industry Partner may further take assistance from the local bodies, schools, colleges, grass root level organisations, Industrial / Business establishments for making the skill development programme a success.
4. The Industry Partner will be permitted to encourage the students to get registered for more than one skill development programme provided it does not clash with the timings of the other programme(s).
5. On approval of the programme by the UGC, TRINITY FRUCTA PRIVATE LIMITED, LNB Road, Mangaldoi will play a proactive role in running the course successfully and efficiently especially in content building, liaisoning on behalf of the College, faculty support, training – faculty & students, on-job training and final placement.
6. Both parties, subject to appropriate funding and resource availability, agree to mutually develop skill-based service learning and volunteer opportunities that will expand student learning opportunities, expand community organization

capacity to meet community needs, and provide necessary services to low-income populations in the college area. Further, the parties agree to work together to develop additional funding and resources to promote the related work under development to date.

7. The expenses in connection with regular lectures, practicals, remuneration to teaching faculty and supporting staff, internal evaluation will be borne by the College as per approved Scheme.
8. For any service provided by TRINITY FRUCTA PRIVATE LIMITED, the College need to make payments to TRINITY FRUCTA PRIVATE LIMITED, not to the person / persons involved in service delivery.
9. Both the parties shall ensure that all the software are legal.

K. ARBITRATION:

Any dispute arising with regard to any aspect of this MoU shall be settled through mutual consultations and agreements by the parties to the Agreement.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

Abhayapuri College,

Abhayapuri, Bongaigaon, Assam

On behalf of

TRINITY FRUCTA PRIVATE LIMITED,

Mangaldoi, Assam

Signature:

Sadananda Nath

PRINCIPAL

Name

: Dr. Sadananda Nath

Designation

: Principal,
Abhayapuri College

Signature:

Dipankar Deka
18/06/2020

Name

: Mr. Dipankar Deka

Designation

: HR Manager,

TRINITY FRUCTA
PRIVATE LIMITED
Mangaldoi, Assam

Date

:

Date

:

Witness:

1.

Syama Sengupta

2.

Swapam Biswas

Witness:

1.

Rupjyoti Basista.

2.

Paban Samma.



অসম অসম ASSAM

07AA 325759

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ABHAYAPURI COLLEGE, DIST. - BONGAIGAON, ASSAM
AND
XAVIER INSTITUTE OF MANAGEMENT & INFORMATION
TECHNOLOGY, GUWAHATI, ASSAM**

This Memorandum of Understanding (MoU) is entered into on this 20th February, 2015 by and between Abhayapuri College, Dist. - Bongaigaon, Assam – hereinafter called "COLLEGE" which expression shall include its successors and permitted assignees – situated at Abhayapuri under the District of Bongaigaon, Assam, a college permanently affiliated to the University of Gauhati and recognised by the University Grant Commission (UGC) with UGC 2(f) and 12(b) – represented by its Principal, Dr. Sadananda Nath.

And

Xavier Institute of Management & Information Technology (XIMIT) – hereinafter called "INSTITUTE" / "INDUSTRY PARTNER" which expression shall include its successors and permitted assignees – having its registered office at Bamunimaidam, MRD Road, Guwahati under the District of Kamrup, Assam, a Professional Body working as an Industry-Academia Interface imparting Training and offering consultancy services to organisations/institutions (Government / Private / Public) – represented by its Academic Director, Mr. Bijit Debbarma.

Bijit Debbarma

Sadananda Nath

Now this Memorandum of Understanding witnesses that:

A. PROLOGUE:

1. The College is 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. XIMIT is a professional institute with a distinctive Industry Linkages and works as a solution provider to different public/private organisations. It is engaged in training, education, research and consultancy services having its campus at Bamunimaidam, MRD Road, Guwahati, Assam.
3. The College wishes to enhance its services by introducing Deen Dayal Upadhyay KAUSHAL Kendra as per UGC Guidelines to prepare its students for job-employment and self-employment; and, for successfully imparting the course, the College wishes to utilise the expertise, linkage and proficiency of XIMIT.
4. XIMIT, by considering the importance and possible outcome of the aforesaid programme, expresses its desire to get associated and provide support for the cause.

B. PURPOSE:

The purposes of this MoU are to:

1. Begin and expand a framework of cooperation between the College and XIMIT to support and/or develop skill-based and meaningful educational programmes, curricula projects and/or activities related to training and development.
2. Facilitate Faculty Development Programme for the College.
3. Promote and enhance the academic interest of the College.
4. Design a suitable curriculum & Syllabus, and formulate strategies for effectively conduct the programme.
5. Development of course contents to fulfil the purpose of introducing the programme.
6. Provide guest/visiting faculties for imparting the programme successfully.

C. SCOPE OF THE MoU:

The scope of this MoU is only limited to the implementation of the course "Retail Management and IT" under DDU-KAUSHAL Kendra Scheme in the College.

D. NON-EXCLUSIVITY

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.

Dr. N. B. B.

A. K. S. S.

E. ASSIGNMENT

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.

F. TERMS AND TERMINATION

This MoU shall be in force during the entire period of funding from UGC for the said programme. Unless extended by mutual written agreement of both the parties, the MoU shall expire once the funding period comes to an end.

G. RESPONSIBILITIES:

The responsibilities of the College and the Industry Partner Industry will be as under:

Responsibilities of the College:

- (a) To deal with the University and the UGC
- (b) To make all infrastructure and other facilities required to conduct DDU-KAUSHAL Kendra.
- (c) To make awareness and publicity of the programme
- (d) To enrol students for the courses
- (e) To do the needful for running the course by coordinating faculty members
- (f) To get the curriculum designed by XIMIT and approved by the Gauhati University
- (g) To monitor and evaluate the performance of the students in collaboration with the Industry Partner.
- (h) To advise and be advised by the Industry Partner.
- (i) To conduct the periodical examination and evaluation.
- (j) To award Diploma / Advanced Diploma / Degree to the successful candidates.
- (k) To make all reasonable efforts to provide necessary information and technical assistance to the Industry Partner in response to request that fall within the scope of this project and to share applicable resources that are made available.
- (l) To properly release the payments to the Industry Partner against its services as per the scheme guidelines and as agreed mutually.
- (m) To be responsible for the logistics and operational aspects of the training component of the said Scheme;
- (n) To provide timely clarifications regarding Academic Inputs and any other necessary information to the Industry Partner;

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Responsibilities of the Industry Partner:

- (a) To develop a curricular framework and course content that will allow students to gain practical experience and to acquire an ethic of community service.
- (b) To provide occasionally infrastructure facilities at its own venue including classrooms, equipments and qualified staff for providing skill based training as demanded by the course in addition to the existing facilities provided by the college.
- (c) To arrange for linkages with the industries, institutions and business establishments that will provide necessary practical and skill training to the students.
- (d) To provide faculty support in areas such as, but not limited to, Retail, Business, Management, IT, Communication, Grooming, Motivation etc. The Partner Industry shall appoint proper persons as faculty members.
- (e) Training the trainers / faculty members.
- (f) To cooperate with the College in conducting periodical evaluation and examination.
- (g) To facilitate on-job-training and internship facilities to the students.
- (h) To provide assistance in employment / entrepreneurial facilities for the deserving candidates after successful completion of the skill development programme

H. CONFIDENTIALITY

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.
2. Except as reasonably required, both the parties covenant that neither the party shall at any time during this MoU or at any time after it is terminated disclose or reveal to any person / organisation 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.
3. During the period of the MoU, each party agrees to respect each others freedom of operation. Neither the parties shall interfere in the affairs / functioning of the other except regarding the successful implementation of the programme.

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I. RELATIONSHIP

Nothing in this MoU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

J. TERMS & CONDITIONS:

1. The intellectual property of the college and the Industry Partner will remain with the respective ones.
2. The Industry Partner may further take assistance from the local bodies, schools, colleges, grass root level organisations, Industrial / Business establishments for making the skill development programme a success.
3. The Industry Partner will be permitted to encourage the students to get registered for more than one skill development programme provided it does not clash with the timings of the other programme(s).
4. On approval of the programme by the UGC, XIMIT, Guwahati will play a proactive role in running the course successfully and efficiently especially in content building, liaisoning on behalf of the College, faculty support, training - faculty & students, on-job training and final placement.
5. Both parties, subject to appropriate funding and resource availability, agree to mutually develop skill-based service learning and volunteer opportunities that will expand student learning opportunities, expand community organization capacity to meet community needs, and provide necessary services to low-income populations in the college area. Further, the parties agree to work together to develop additional funding and resources to promote the related work under development to date.
6. The expenses in connection with regular lectures, practicals, remuneration to teaching faculty and supporting staff, internal evaluation will be borne by the College as per approved Scheme.
7. For any service provided by XIMIT, the College need to make payments to XIMIT, not to the person / persons involved in service delivery.
8. Both the parties shall ensure that all the softwares are legal.

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K. ARBITRATION:

Any dispute arising with regard to any aspect of this MoU shall be settled through mutual consultations and agreements by the parties to the Agreement.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of
Abhayapuri College, Abhayapuri,
Bongaigaon, Assam

On behalf of
XIMIT, Guwahati

Signature:

Sadananda Nath

Name : Dr. Sadananda Nath

Designation : Principal,
Abhayapuri College

Date : 20/02/2015

Signature:

Bijit Debbarma

Name : Mr. Bijit Debbarma

Designation : Director (A),
XIMIT, Guwahati

Date : 20/02/2015

Witness:

1. *Dr. Lhane Lpoyas*
2. *Dhiren Sarmah*

Witness:

1. *Ramesh Jyoti Neogy*
- 2.