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**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 20<sup>th</sup> 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. R. B. B.*

*A. K. 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.