



असम ASSAM

M 595264

MUTUAL ACADEMIC AND EDUCATIONAL COOPERATION AGREEMENT

This Mutual Academic and Educational Cooperation Agreement ("Agreement") is made and entered into at Jorhat on this the 11th January, 2023, by and between:

THE ASSAM KAZIRANGA UNIVERSITY, promoted by the North Eastern Knowledge Foundation, an educational Trust registered with the Registrar of Trusts u/s 12AA(1)(b)(i) of the Income Tax Act, 1961, bearing Registration No. – OC 945/12A/CIT/JRT/2008-09 and having its principal office at Koralkhowa, NH-37, Jorhat 785 006, Assam, India (hereinafter referred to as "KU", which term shall include its successors and permitted assigns) of the FIRST PART;

AND

JOGANANDA DEVA SATRADHIKAR GOSWAMI (JDSG) COLLEGE, Bokakhat, Assam 785612 duly recognised and registered under the laws of the Republic of India and affiliated to Dibrugarh University recognised under Section 2(f) and 12 B of UGC Act having its campus Bokakhat, Assam 785612: (hereinafter referred to as the "PARTNER", which term shall include its successors and permitted assigns) of the OTHER PART.

KU and the Partner are hereinafter each individually referred to as "Party" and collectively as the "Parties".

WHEREAS:

- The Assam Kaziranga University is a renowned university duly recognised by the University Grants Commissions located at Koralkhowa, NH-37, Jorhat 785 006, Assam, India;
- Jogananda Deva Satradhikar Goswami (JDSG) College, the Partner is a reputed educational institution affiliated to Dibrugarh University, recognized under Section 2(f) and 12 B of UGC Act; located at Bokakhat, Assam 785612, India;
- Both Parties wish to enter into this Agreement to promote relations and mutual understanding between themselves in order to develop academic and educational cooperation on the basis of equality and reciprocity between the Parties.

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NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF THE PREMISES SET FORTH HEREINABOVE AND OF THE MUTUAL COVENANTS AND UNDERTAKING SET FORTH HEREINAFTER, HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. For the purpose of this Agreement, the terms mentioned below, unless the context otherwise requires, shall be construed strictly as per the definitions provided below:

- a) "Effective Date" shall mean the date on which this Agreement has been executed;
- b) "Force Majeure Event" shall mean any incident beyond the reasonable control of either Party, which impairs it from performing as per the terms and/or providing any deliverables as agreed under the Agreement. Major Incident may include, but not be limited to, act of God, insurrection or civil disorder, religious strife, war or military operations, terrorist act, partial or total strikes, either internal or external, lock-out, epidemic, blockage of means of transport or of supplies, national or local emergency, earthquake, fire, storm, flood, water damage, governmental, regulatory or legal restrictions, acts or omissions of persons for whom the Party is not responsible;
- c) "Term" shall have the meaning ascribed to the term in Clause 3.

1.2. Interpretation:

- a) Reference to Recitals, Clauses and Annexures are to the recitals, clauses and annexures of and to this Agreement;
- b) Words importing the singular include the plural; words importing any gender include every gender; and
- c) Headings used in this Agreement are for convenience of reference only and shall not govern or affect in any manner the construction or interpretation of this Agreement including any Recital, Clause or Annexures hereof.

2. SCOPE OF SERVICE

2.1. Both Parties undertake to promote and develop academic cooperation as follows:

- a. Exchange of academic and administrative staff and students as per partners convenience; and by abiding all government rules and regulation.
- b. Extension of students' learning opportunities;
- c. A Faculty Development Programme (FDP) to cover areas such as technical education policy, new concepts, methods and techniques, motivation, communication skills, management and other relevant issues to keep pace with the changing scenario in Technical Education.
- d. The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Placement for students;
- e. Exchange of sports and cultural activities;
- f. Cooperation in research and the presentation of its results;
- g. Exchange of academic materials, publications and other scientific information; and
- h. Other educational and academic exchanges to which both Parties mutually agree.

3. TERM AND TERMINATION

- 3.1 This Agreement shall commence from the Effective Date and shall continue to be in force for a period of two (2) years thereafter ("Term"), unless renewed further or earlier terminated. The Agreement may be renewed or extended by mutual agreement (in writing) between the Parties at any time during the Term.
- 3.2 Notwithstanding anything herein contained, either Party may forthwith terminate this Agreement immediately under any one or more of the following conditions:
- In the event of a remediable breach of this Agreement by the other Party that remains uncured for a period of seven (7) days after written notice of breach to the defaulting Party by the aggrieved Party; or
 - In the event of any irremediable material breach of this Agreement by the other Party; or
 - If the other Party has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy.
- 3.3 Unless otherwise agreed between the Parties (in writing), the termination of this Agreement shall result in the automatic termination of any subsisting Project Statement(s) as on the effective date of termination of the Agreement, except to the limited extent required to fulfil any promises or representations made to students of either Party.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. It is the Parties' intention that the Party creating or developing the Intellectual Property Rights during the Term and in the course of performing its obligations under this Agreement and/or a Project Statement shall own all such Intellectual Property Rights. For the purpose of this Agreement, "Intellectual Property Rights" shall mean and include all existing and future copyright rights, trademark rights (including, without limitation trade names, trademarks, service marks, and trade dress), patent rights, trade secrets and all other intellectual property rights, vested or registered, and all renewals and extensions thereof, regardless of whether such rights arise under the laws of any state, country or jurisdiction.
- 4.2. During the Term, each Party grants the other Party a limited, non-exclusive, royalty-free right under this Agreement to use its name and logo for the purposes of public relations and, including without limitation, promoting over social media platforms, on-premise promotions, promotional material as approved by the other Party in writing and all related collateral. Each Party shall obtain the other Party's approval before using the other Party's name and logo in public relations and related communications as provided herein, it being agreed by the other Party that such approval shall not be unreasonably withheld or delayed. Further, it is clarified and agreed among the Parties that any such approval granted shall sustain during the Term for repeated use of such approving Party's name and logo in similar public relations and related communications for the limited purpose defined herein.

5. RELATIONSHIP

The Parties hereby declare and confirm that the Parties are independent contractors, that the relationship between the Parties shall be on a principal-to-principal basis and that no agency, master-servant relationship, employer-employee relationship, joint venture, partnership, association of persons, trusteeship or similar relationship of any kind shall be deemed to be created between the Parties merely on entering into this Agreement. The provisions of this Clause 7 shall survive the termination of this Agreement.

6. INDEMNIFICATION

- 6.1. Each Party shall, at its own expense, indemnify, defend and hold harmless the other Party and its respective officers, personnel, employees, representatives, agents, respective directors, and assigns

from and against any and all liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorney's fees and expenses) any other loss that may occur, arising from or relating to:

- a. A breach, non-performance or inadequate performance by such Party of any of its undertakings, obligations or warranties under the Agreement;
 - b. An infringement of such third party rights (including contractual rights and intellectual property rights) by such Party in fulfilling or complying with its obligations under the Agreement; or
 - c. The acts, errors, misrepresentations, wilful misconduct or negligence of such Party, its employees, subcontractors and agents in performance of its obligations under the Agreement.
- 6.2. Notwithstanding anything to the contrary contained herein, neither Party shall be liable under the Agreement and/or a Project Statement for any loss, damage, costs, expenses or other claims for compensation arising as a direct or indirect result of breach or non-performance of the Agreement due to a Force Majeure Event.
- 6.3. Neither Party nor any of its affiliates nor its and their respective directors, officers, employees, agents or suppliers shall be liable to the other Party or any third party for special, consequential, incidental, indirect, tort or cover damages, including, without limitation, damages resulting from or arising out of the Agreement, or loss of reputation, business or goodwill, whether or not such Party has been advised or is aware of the possibility of such damages. KU's liability for all claims of any kind under contract, tort, or otherwise (including any liability for any negligent act or omission) arising out of or relating to this Agreement during its Term shall be limited to a sum equal to the amount actually paid by KU to the Partner in accordance with this Agreement in the year immediately preceding the act giving rise to such liability.

7. CONFIDENTIAL INFORMATION

- 7.1. All Confidential Information of either Party shall be deemed to be confidential to such Party and shall remain the exclusive property of such Party during and after the Term of this Agreement. For the purposes of this Agreement, "Confidential Information" shall mean the non-public, confidential or proprietary technical or business information of a Party, including without limitation (a) proposals, concept papers or research; (b) financial statements and other financial information; (c) student, faculty and staff information of each Party; and (d) the material terms of this Agreement and the relationship between the Parties; provided, however, that save and except those that are set out hereinabove, all other information will be considered confidential only if it is conspicuously designated as "Confidential," or if provided orally, identified at the time of disclosure as confidential, or is provided under circumstances in which the receiving Party should reasonably understand that such information is confidential.
- 7.2. Each Party shall keep in strict secrecy and confidence all Confidential Information of the other Party and shall not during the term of this Agreement or thereafter use the other Party's Confidential Information for its own benefit or disclose or permit any of its employees or agents to disclose, through any medium the other Party's Confidential Information to any other person.
- 7.3. For purposes of this Agreement, Confidential Information shall not include information: (a) that is now or subsequently becomes publicly available without breach of this Agreement by the other Party; (b) that is available to a Party from other sources without any obligation of confidentiality to the other Party; (c) that is already in a Party's possession not subject to an obligation of confidentiality; (d) that is independently developed by a Party without reference to the other Party's Confidential Information; or (e) that is required to be disclosed pursuant to any law, rule or regulation or any order of a court or governmental agency. In the event of (e), such disclosure shall be preceded by written notice from the Party receiving such notice of disclosure to the other Party about the law, rule or regulation, or order requiring the disclosure with enough time to allow such Party to seek appropriate injunctive relief, and shall be limited to the specific request made in such law, rule or regulation or any order.

- 7.4. Both Parties hereby agree that they shall not use and/or incorporate any of the other Party's Confidential Information and/or any work created as an outcome of the provision of the services under this Agreement and/or a Project Statement (including any work-in-progress or prototype thereof) in any services performed, work and/or product created for any third party.
- 7.5. Upon termination or expiration of this Agreement or upon request, each Party shall return all of the other Party's Confidential Information and certify in writing that it has returned all such information and has not kept copies thereof in any medium.

8. REPRESENTATIONS & WARRANTIES

- 8.1. Each Party has full power, financial capability and lawful authority to execute and deliver the Agreement and consummate and perform or cause to be performed all of its obligations under the Agreement. The Agreement constitutes a legal, valid and binding obligation and is enforceable in accordance with its terms.
- 8.2. Each Party represents and warrants that none of the execution and delivery of the Agreement, the consummation of the transactions contemplated hereby, or the fulfilment of or compliance with the terms and conditions of the Agreement, conflict with or result in a breach of or a default under any of the terms, conditions or provisions of any legal restriction (including, without limitation, any judgment, order, injunction, decree or ruling of any court or governmental authority, or any state, local or other law, statute, rule or regulation), or any covenant or agreement or instrument to which it is a Party, and further represents and warrants that such execution, delivery, consummation or compliance does not violate or result in the violation of its constitutional documents or result in a breach of any intellectual property rights or other rights of any third party.
- 8.3. Each Party shall abide by all relevant rules and regulations whether imposed by all applicable laws or any competent authority.

9. MISCELLANEOUS

- 9.1. **Amendment and Waiver:** Any provision of the Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment, by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.
- 9.2. **Effect of Failure to Exercise of Rights:** No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 9.3. **Binding Nature:** The provisions of the Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- 9.4. **Entire Agreement:** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement.
- 9.5. **No Third-Party Beneficiaries:** Neither the Agreement nor any provision hereof is intended to confer upon any person other than the Parties to the Agreement any rights or remedies hereunder.
- 9.6. **Severability:** The invalidity or unenforceability of any provisions of the Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of the Agreement in such jurisdiction or the validity, legality or enforceability of the Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.
- 9.7. **Legal Fees:** Each Party is to pay its own legal costs and disbursements incidental to the preparation, completion and signing of the Agreement.
- 9.8. **Stamp Duty:** Each Party shall equally pay the stamp duty or other levy or charge (including any

penalties or fines) which payable on this document or in respect of any transaction is referred to in this document and any documents which are executed in accordance with the provisions of this document to effect those transactions.

- 9.9. **Assignment:** Neither Party may assign, in whole or in part, the benefits or obligations of the Agreement to any person other than an affiliate without the prior written consent of the other Party.
- 9.10. **Counterparts:** The Agreement may be executed in counterparts, each of which when executed shall constitute an original, but all of which when taken together shall constitute one and the same Agreement.
- 9.11. **Dispute Resolution:** Any dispute arising between the Parties in relation to this Agreement and/or any Project Statement shall be resolved by a sole arbitrator through arbitration under the terms of the Arbitration and Conciliation Act, 1996 at Jorhat, India.
- 9.12. **Governing Law and Jurisdiction:** The Agreement shall be governed and construed in accordance with the laws of the Republic of India. Subject to Clause 9.11, the exclusive jurisdiction and venue for all disputes hereunder will be the courts of Jorhat, Assam and the Parties hereby consent to exclusive jurisdiction of those courts.
- 9.13. **Notices:** Unless otherwise indicated, for the purposes of the Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth on the cover page of the Agreement. Either Party may change the addresses for giving notice from time to time by issuing written instructions to the other Party of such change of address by certified mail, return receipt requested, postage prepaid, by courier, or email and shall be effective upon delivery. Notices may also be delivered to the either Party by hand delivery and shall be effective on such delivery to that Party.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement by their duly authorised representatives, on the dates set forth below:

Signed for and on behalf of **THE ASSAM
KAZIRANGA UNIVERSITY**

Signed for and on behalf of **JAGANANDA DEVA
STRADHIKAR GOSWAMI (JDSG) COLLEGE**

Veera Talukdar

Signature

Name: Dr. Veera Talukdar

Designation: Registrar

Date: 11th January, 2023



Jayanta Das

Signature

Name: Dr. Jayanta Das

Designation: Associate Professor and Head
Coordinator, IQAC

Date: 11th January, 2023

Witnesses:

1.

2.



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MEMORANDUM OF UNDERSTANDING
between
KALIABOR COLLEGE, KOLIABOR
and
J. D. S. G. COLLEGE, BOKAKHAT

This Memorandum of Understanding is made and executed on this 20th day of Sept, 2022 between **KALIABOR COLLEGE, KOLIABOR**, having its registered office at Bokakhat

and

J. D. S. G. College, having its registered office at Bokakhat, Dist. Golaghat, Assam, Pin 785612.

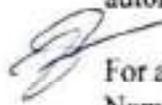
Purpose & Objectives:

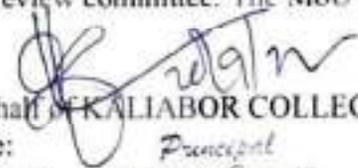
The purpose of this MoU is to create a framework for collaboration between **KALIABOR COLLEGE** and **J.D.S.G. College** with the objectives as given below:

- To establish close linkage and functional coordination between **KALIABOR COLLEGE** and **J.D.S.G. College**.
- KALIABOR COLLEGE** and **J.D.S.G. College** will collaborate in different student activities including academic, sports as well as cultural activities from time to time.
- KALIABOR COLLEGE** and **J.D.S.G. College** will jointly organize Seminars, Workshops, conferences, Symposiums & Competitions from time to time.
- KALIABOR COLLEGE** and **J.D.S.G. College** will jointly undertake Research & Project works in emerging areas with local relevance by the students/ scholars and faculty members of the College.
- KALIABOR COLLEGE** and **J.D.S.G. College** shall facilitate the students for Internship programmes/project works/exposure trips from time to time.

- f) Apart from the aforesaid linkage, KALIABOR COLLEGE and J.D.S.G. College shall collaborate to organize extension and outreach activities like socio-economic & welfare initiatives for neighbouring & rural communities.
- g) KALIABOR COLLEGE and J.D.S.G. College will jointly associate for academic collaboration in ICT, Counselling, Training etc. for teachers, staff and students from time to time.
- h) KALIABOR COLLEGE and J.D.S.G. College will jointly organize awareness campaigns, rallies, street plays, etc. on relevant and burning issues, celebrate important occasions and appreciate good works by offering felicitation to the performers from time to time.
- i) KALIABOR COLLEGE and J.D.S.G. College will extend support to the people in distress during any natural calamity of the region e.g., flood, earthquake, landslides, etc.
- j) KALIABOR COLLEGE and J.D.S.G. College will also work for peace, brotherhood, national integrity and communal harmony.

This MoU is valid for a period of three years from the date of signing of the MOU and can be extended for a period of two years on the recommendation of a review committee. The MoU will automatically lapse after three years, unless renewed.


 For and on behalf of JDSG College
 Name: DR. JAYANTA GOGOI
 Designation: Principal
 Seal: Principal & Secretary
 J. D. S. G. COLLEGE
 Witnesses: BOKAKHAT


 For and on behalf of KALIABOR COLLEGE
 Name: Principal
 Designation: Kaliabor College
 Seal: Kuyamoi 78213
 Nagaon Assam
 Witnesses:

1. Chiranjit Lahari 20/09/22
2. Anur B. Barua 20/09/22



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WHEREAS:

- A. The Assam Kaziranga University is a renowned university duly recognised by the University Grants Commissions located at Koraikhowa, NH-37, Jorhat 785 006, Assam, India;
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- C. Both Parties wish to enter into this Agreement to promote relations and mutual understanding between themselves in order to develop academic and educational cooperation on the basis of equality and reciprocity between the Parties.

W. J. J. J.

Jogananda Deva

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1. DEFINITIONS AND INTERPRETATION

1.1. For the purpose of this Agreement, the terms mentioned below, unless the context otherwise requires, shall be construed strictly as per the definitions provided below:

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- c) "Term" shall have the meaning ascribed to the term in Clause 3.

1.2. Interpretation:

- a) Reference to Recitals, Clauses and Annexures are to the recitals, clauses and annexures of and to this Agreement;
- b) Words importing the singular include the plural; words importing any gender include every gender; and
- c) Headings used in this Agreement are for convenience of reference only and shall not govern or affect in any manner the construction or interpretation of this Agreement including any Recital, Clause or Annexures hereof.

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- d. The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Placement for students;
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- 3.2 Notwithstanding anything herein contained, either Party may forthwith terminate this Agreement immediately under any one or more of the following conditions:
- In the event of a remediable breach of this Agreement by the other Party that remains uncured for a period of seven (7) days after written notice of breach to the defaulting Party by the aggrieved Party; or
 - In the event of any irremediable material breach of this Agreement by the other Party; or
 - If the other Party has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy.
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5. RELATIONSHIP

The Parties hereby declare and confirm that the Parties are independent contractors, that the relationship between the Parties shall be on a principal-to-principal basis and that no agency, master-servant relationship, employer-employee relationship, joint venture, partnership, association of persons, trusteeship or similar relationship of any kind shall be deemed to be created between the Parties merely on entering into this Agreement. The provisions of this Clause 5 shall survive the termination of this Agreement.

6. INDEMNIFICATION

- 6.1 Each Party shall, at its own expense, indemnify, defend and hold harmless the other Party and its respective officers, personnel, employees, representatives, agents, respective directors, and assigns

from and against any and all liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorney's fees and expenses) any other loss that may occur, arising from or relating to:

- a. A breach, non-performance or inadequate performance by such Party of any of its undertakings, obligations or warranties under the Agreement;
 - b. An infringement of such third party rights (including contractual rights and intellectual property rights) by such Party in fulfilling or complying with its obligations under the Agreement; or
 - c. The acts, errors, misrepresentations, willful misconduct or negligence of such Party, its employees, subcontractors and agents in performance of its obligations under the Agreement.
- 6.2. Notwithstanding anything to the contrary contained herein, neither Party shall be liable under the Agreement and/or a Project Statement for any loss, damage, costs, expenses or other claims for compensation arising as a direct or indirect result of breach or non-performance of the Agreement due to a Force Majeure Event.
- 6.3. Neither Party nor any of its affiliates nor its and their respective directors, officers, employees, agents or suppliers shall be liable to the other Party or any third party for special, consequential, incidental, indirect, tort or cover damages, including, without limitation, damages resulting from or arising out of the Agreement, or loss of reputation, business or goodwill, whether or not such Party has been advised or is aware of the possibility of such damages. KU's liability for all claims of any kind under contract, tort, or otherwise (including any liability for any negligent act or omission) arising out of or relating to this Agreement during its Term shall be limited to a sum equal to the amount actually paid by KU to the Partner in accordance with this Agreement in the year immediately preceding the act giving rise to such liability.

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- 7.3. For purposes of this Agreement, Confidential Information shall not include information: (a) that is now or subsequently becomes publicly available without breach of this Agreement by the other Party; (b) that is available to a Party from other sources without any obligation of confidentiality to the other Party; (c) that is already in a Party's possession not subject to an obligation of confidentiality; (d) that is independently developed by a Party without reference to the other Party's Confidential Information, or (e) that is required to be disclosed pursuant to any law, rule or regulation or any order of a court or governmental agency. In the event of (e), such disclosure shall be preceded by written notice from the Party receiving such notice of disclosure to the other Party about the law, rule or regulation, or order requiring the disclosure with enough time to allow such Party to seek appropriate injunctive relief, and shall be limited to the specific request made in such law, rule or regulation or any order.

- 7.4. Both Parties hereby agree that they shall not use and/or incorporate any of the other Party's Confidential Information and/or any work created as an outcome of the provision of the services under this Agreement and/or a Project Statement (including any work-in-progress or prototype thereof) in any services performed, work and/or product created for any third party.
- 7.5. Upon termination or expiration of this Agreement or upon request, each Party shall return all of the other Party's Confidential Information and certify in writing that it has returned all such information and has not kept copies thereof in any medium.

8. REPRESENTATIONS & WARRANTIES

- 8.1. Each Party has full power, financial capability and lawful authority to execute and deliver the Agreement and consummate and perform or cause to be performed all of its obligations under the Agreement. The Agreement constitutes a legal, valid and binding obligation and is enforceable in accordance with its terms.
- 8.2. Each Party represents and warrants that none of the execution and delivery of the Agreement, the consummation of the transactions contemplated hereby, or the fulfillment of or compliance with the terms and conditions of the Agreement, conflict with or result in a breach of or a default under any of the terms, conditions or provisions of any legal restriction (including, without limitation, any judgment, order, injunction, decree or ruling of any court or governmental authority, or any state, local or other law, statute, rule or regulation), or any covenant or agreement or instrument to which it is a Party, and further represents and warrants that such execution, delivery, consummation or compliance does not violate or result in the violation of its constitutional documents or result in a breach of any intellectual property rights or other rights of any third party.
- 8.3. Each Party shall abide by all relevant rules and regulations whether imposed by applicable laws or any competent authority.

9. MISCELLANEOUS

- 9.1. **Amendment and Waiver:** Any provision of the Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment, by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.
- 9.2. **Effect of Failure to Exercise of Rights:** No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 9.3. **Binding Nature:** The provisions of the Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- 9.4. **Entire Agreement:** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement.
- 9.5. **No Third-Party Beneficiaries:** Neither the Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to the Agreement any rights or remedies hereunder.
- 9.6. **Severability:** The invalidity or unenforceability of any provisions of the Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of the Agreement in such jurisdiction or the validity, legality or enforceability of the Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.
- 9.7. **Legal Fees:** Each Party is to pay its own legal costs and disbursements incidental to the preparation, completion and signing of the Agreement.
- 9.8. **Stamp Duty:** Each Party shall equally pay the stamp duty or other levy or charge (including any

penalties or fines) which payable on this document or in respect of any transaction is referred to in this document and any documents which are executed in accordance with the provisions of this document to effect those transactions.

- 9.9. **Assignment:** Neither Party may assign, in whole or in part, the benefits or obligations of the Agreement to any person other than an affiliate without the prior written consent of the other Party.
- 9.10. **Counterparts:** The Agreement may be executed in counterparts, each of which when executed shall constitute an original, but all of which when taken together shall constitute one and the same Agreement.
- 9.11. **Dispute Resolution:** Any dispute arising between the Parties in relation to this Agreement and/or any Project Statement shall be resolved by a sole arbitrator through arbitration under the terms of the Arbitration and Conciliation Act, 1996 at Jorhat, India.
- 9.12. **Governing Law and Jurisdiction:** The Agreement shall be governed and construed in accordance with the laws of the Republic of India. Subject to Clause 9.11, the exclusive jurisdiction and venue for all disputes hereunder will be the courts of Jorhat, Assam and the Parties hereby consent to exclusive jurisdiction of those courts.
- 9.13. **Notices:** Unless otherwise indicated, for the purposes of the Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth on the cover page of the Agreement. Either Party may change the addresses for giving notice from time to time by issuing written instructions to the other Party of such change of address by certified mail, return receipt requested, postage prepaid, by courier, or email and shall be effective upon delivery. Notices may also be delivered to the either Party by hand delivery and shall be effective on such delivery to that Party.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement by their duly authorised representatives, on the dates set forth below:

Signed for and on behalf of **THE ASSAM
KAZIRANGA UNIVERSITY**

Signed for and on behalf of **JAGANANDA DEVA
STRADHIKAR GOSWAMI (JDSG) COLLEGE**


Signature
Name: Dr. Veera Talukdar
Designation: Registrar
Date: 11th January, 2023




Signature
Name: Dr. Jayanta Das
Designation: Associate Professor and Head
Coordinator, IQAC
Date: 11th January, 2023

Witnesses:

1.

2.

6 | Page



सत्यमेव जयते

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Government of Assam

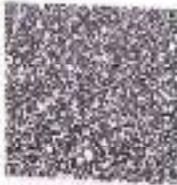
e-Stamp

Certificate No. : IN-AS39961168153859V
 Certificate Issued Date : 17-May-2023 10:26 AM
 Account Reference : CSCACC (GV)/ ascscog07/ AS-GLPAR0063/ AS-GL
 Unique Doc. Reference : SUBIN-ASASCSCSEG0774051208052578V
 Purchased by : J D S G COLLEGE BOKAKHAT
 Description of Document : Article 5 Agreement or Memorandum of an agreement.
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : NRL CSR
 Second Party : J D S G COLLEGE BOKAKHAT
 Stamp Duty Paid By : NRL CSR
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

सत्यमेव जयते

Kaish Saini

Jaganath Devi



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Memorandum of Understanding (MoU)

This MoU is made on the 18th of the month of May 2023, between Numaligarh Refinery Limited registered under Companies Act, 1956 and having its registered office at 122A, G S Road Christian basti, Guwahati-781005, thereafter referred to as NRL the **FIRST PARTY**, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors administrators, heirs, assigns and nominees of **FIRST PARTY**

AND

Principal, Jogananda Deva Satradhikar Goswami (JDSG) College, PO- Bokahat, Pin- 785612,

JD 0035643193

Statutory Alert

1. The authenticity of the Stamp certificate should be verified at www.shohestamp.com or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on the Certificate and its availability on the website / Mobile App renders it invalid. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Dist- Golaghat, Assam here in after referred to as **Second Party**, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, heirs, assigns and nominees of **SECOND PARTY**.

The purpose of this Memorandum of Understanding (MoU) is to outline the terms and conditions for the construction of an Indoor Stadium at JDSG College, Bokakhat, under the funding of Numaligarh Refinery Limited (NRL) as a part of CSR initiative.

Whereas NRL, under its Corporate Social Responsibility activities, has agreed to financing the below mentioned project to the **SECOND PARTY**, for execution of the project on deposit work basis.

This MoU shall remain in force from the date of signing of this MoU unless terminated earlier, in accordance with the provision of this MoU or the period is extended through a mutually agreed amendment to the MoU subject to the terms and conditions in this MoU and the financial contribution from NRL for the said Project would be limited to Rs. 1,71,00,000.00 including all taxes and duties.

In view of the consideration above, the parties hereto agree as follows:

The terms and conditions of this MoU and the roles and responsibilities of each of the constituent members are as stated below:

ARTICLE-1: JDSG College Authority, will arrange to execute the below mentioned project on deposit work basis through concerned authority, as per the detailed plan & estimate submitted to NRL and the details of cost implications are as under:

SN	Details of the Project	Location	Estimated project Cost (Rs.)
1	Construction of an indoor stadium at JDSG College, Bokakhat.	Bokakhat	Rs. 1,71,00,000.00

The detailed Scope of work and Supply shall be as per the plan & estimate submitted to NRL.

Project Duration : Within one year from the date of release of 1st installment.

Cost of Project : Rs. 1,71,00,000.00 (Rupees One Crore Seventy One lakhs) only, which includes all taxes and duties, materials cost, labour cost, consultancy service cost and other cost related to complete the project.

Terms and conditions:

1. The job will be treated as deposit work executed by JDSG College Authority.
2. JDSG College Authority will constitute a Monitoring cum management Committee before starting of the project for construction of the Indoor Stadium in JDSG College, Bokakhat.

3. NRL will provide only the financial assistance for the project. The Second party shall be responsible for proper implementation of the project as per detailed scope of work; estimate and shall remain solely responsible for the quality, proper and expeditious execution of the project.
4. JDSG College shall be responsible for providing required land for the construction of the Indoor Stadium. JDSG College shall obtain all necessary approvals, permits, and clearances from the concerned authorities for the construction of the Indoor Stadium.
5. The progress of the work shall be reported by the concerned executing authority (Second Party). NRL representative shall have the right to examine the progress of the work by visiting the site.
6. The concerned executing authority will submit a project completion report after completion of the project.
7. The project has to be completed as per the plan & estimate within the approved cost. NRL will not be liable for any additional cost incurred due to time and cost overruns.
8. NRL shall release the Project cost in Four (4) installments in the bank account as recommended by JDSG College Authority as below

Kavil Sathya

Jayashree

S/N	Instalment No	Instalment Amount (Rs.)	% of total Project cost	Milestone
1	1 st	25,65,000.00	15%	Immediately after execution of MoU and receipt of demand note from Principal, JDSG College
2	2 nd	59,85,000.00	35%	After submission of Utilization Certificate against previous instalment(s). dully certified by concerned Monitoring cum management Committee and receipt of demand note from Principal, JDSG College
3	3 rd	68,40,000.00	40%	
4	4 th & Final	17,10,000.00	10%	4 th & Final instalment shall be released at actual after completion of the job against the executed value not exceeding the total sanctioned amount Utilization Certificate against previous instalment. dully certified by concerned Monitoring cum management Committee and receipt of demand note from Principal, JDSG College have to be submitted

ARTICLE-2: Nodal Officers:

Deputy General Manager (CSR) NRL will be the Nodal Officer for NRL, Numaligarh and Principal, JDSG Collage, Bokaldiat will be the Nodal Officer for JDSG College.

ARTICLE - 3:

3.1 If the performance of this MoU by either party is delayed or hindered or prevented or is otherwise frustrated by any reason of "Force Majeure" which shall mean war/hostility, riot, or civil commotion, fire, flood, earthquake, tempest, lightning or other natural physical disasters, restriction imposed by the Government or other statutory bodies which prevents or delays the execution of the project, any event beyond the control of the parties to this MoU, then the party so affected shall promptly notify the other party in writing specifying the nature of the Force Majeure and of the anticipated delay in performance of the MoU. From the date of Notification, NRL may terminate the MoU forthwith or suspend the performance of the MoU for a period of not extending 6 (six) months.

3.2. If at the expiry of the second period of suspension, the reasons for the suspension still remain, the parties shall treat the MOU as terminated due to Force Majeure.

ARTICLE-4:

JDSG College Management Committee will ensure proper execution of the job maintaining quality and time frame. In case of any gaps or deviations from the approved project while execution or any other violation of applicable rules & regulations, JDSG College Management Committee shall take appropriate action against the defaulting authorities/agencies and also take remedial corrective action including refund/termination of contract with an intimation to First Party.

ARTICLE-5:

5.1 Should the parties be unable to reach MoU on the meaning or interpretation of any of the clauses set out hereto or any other matters arising out of the MoU the matter in dispute shall be endeavored to be amicably settled by both the parties in the following matter

- a. At first instance by Nodal Officer.
- b. At the second instance by concerned in-charge for CSR of NRL and the concerned in charge for the JDSG College Authority, whose decision in the matter will be final.
- c. In case it is not resolved the same will be referred to Arbitration for details please refer to NRL website www.nrl.co.in

5.2 All disputes arising between the parties shall be subjected to the jurisdiction of the courts in Golaghat, Assam only and in no other court.

Kejil Runkh

Jyoti Singh

ARTICLE- 6:

The MoU shall commence on the date of its signing by the Parties (in case of signing by the Parties at two different dates, the later date) and shall remain in force till 12 (Twelve) months, unless it is prematurely terminated in accordance with the terms of this MoU. The parties shall strictly adhere to and follow the timelines as agreed between them under the MoU.

Kaish Babbar

ARTICLE -7:

Any notices or request to be given or made by a party to the other shall be in writing and posted, delivered personally or sent by courier, registered or certified mail. Such notice or request shall be deemed to have been duly received by the party to whom it is addressed if it is given or made at such party's address specified below:

Address for Communication:

First Party	Second Party
Chief General Manager (HR& Legal) Numaligarh Refinery Ltd. P.O. NR Project 785699 Dist: Golaghat, Assam	Principal, JDSG College, Bokakhat, Assam.785612

Jayashanti

Provided that in case either of the parties intends to change the address during the currency of this MoU they may do so by communicating in writing to the other party.

ARTICLE -8:

No supplement, modification or amendment of any term, provision or condition of this MoU shall be binding or enforceable unless executed in writing by the parties hereto.

7.1 This MoU constitutes the entire understanding between the parties hereto with respect to the matters dealt with herein in relation to such matters.

7.2 Neither party shall be liable for any indirect, incidental, punitive, special nor consequential damages incurred by either party or any third party in connection with this MoU or the subject matter of this MoU, whether in an action in contract or any other legal theory.

7.3 This MoU is a binding MoU and shall not be amended, altered or modified except in writing signed by the parties.

IN WITNESS WHERE OF THE PARTIES have caused this document to be executed by their authorized representatives on the date on the first above written

<p>For and on behalf of Numaligarh Refinery Limited</p>	<p>For and on behalf of JDSG College, Bokakhat</p>
<p><i>Kajal Saikia</i></p> <p>To incorporate some additional clauses with 15-623</p> <p>Name : Dr. Kajal Saikia</p> <p>Designation: Chief General Manager (HR & Legal)</p> <p><small>Dr. KAJAL SANKIA Chief General Manager (HR & Legal) Numaligarh Refinery Limited</small></p>	<p><i>Jyoti Gogoi</i></p> <p>Name : Dr. J Gogoi</p> <p>Designation: Principal, J.D.S.G. College, Bokakhat.</p> <p><small>Principal J. D. S. G. Bokakhat</small></p>
<p>In the presence of Witnesses :</p> <p><i>A.A.H.</i></p> <p>Name : Raja Sahab Uddin Ahmed</p> <p>Address : NRL, Numaligarh</p>	<p>In presence of witnesses :</p> <p>Name : Sri Srinanta Tekhel Beza</p> <p>Address : JDSG College.</p>



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INDIA NON JUDICIAL

Government of Assam

₹100

e-Stamp

Certificate No. : IN-AS35403111731265V
 Certificate Issued Date : 24-Feb-2023 03:32 PM
 Account Reference : CSCACC (GV)/ ascscceg07/ AS-GLBAB0038/ AS-GL
 Unique Doc. Reference : SUBIN-ASASCSCSEG0765485497322518V
 Purchased by : SARUPATHAR COLLEGE
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SARUPATHAR COLLEGE
 Second Party : JDSG COLLEGE
 Stamp Duty Paid By : SARUPATHAR COLLEGE
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

सत्यमेव जयते



₹100

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IN-AS35403111731265V

Memorandum of Understanding for Academic Cooperation between Sarupathar College, Sarupathar & JDSG College, Bokakhat

Sarupathar College, Sarupathar and JDSG College, Bokakhat recognize their strengths in research and education in the discipline of Humanities, Social Sciences and Management, and their mutual interest in engaging themselves in academic cooperation.

PU 0007077103

Statutory Alert:

1. The authenticity of this State certificate should be verified at 'www.shrestamp.com' or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy please refer to the Competent Authority.

Sarupathar College, Sarupathar and JDSG College, Bokakhat therefore agree to establish a programme for academic cooperation in the areas of mutual interest, and in accordance with terms and conditions set forth in this memorandum of understanding (MoU).

A. Objectives

The goal is to foster collaboration and to facilitate advancement of knowledge on the basis of reciprocity, best effort, mutual benefit, and frequent interactions. , Sarupathar agree:

- a) To exchange information on research and educational programmes through digital medium
- b) To exchange information on teaching, learning material and other literature relevant to their educational and research programmes through digital medium
- c) To jointly organize short-term continuing education programmes on topics of mutual interest and to invite each other's faculty to participate therein through virtual platforms
- d) To jointly organize online seminars, conferences, or workshops on topics of mutual interest and to invite each other's faculty to participate therein
- e) To jointly propose and engage in research or training programmes sponsored by funding agencies, and to invite each other's faculty to participate therein through virtual platforms
- f) To jointly engage students of the two institutions for limited periods of time for purpose of education and /or research through virtual platforms

Sarupathar College, Sarupathar and JDSG College, Bokakhat further agree that detailed terms and conditions that guide each activity identified above will be separately determined and agreed upon by the two institutions.

B. Joint Sponsored Research & Development

Sarupathar College, Sarupathar and JDSG College, Bokakhat agree to help identify and invite faculty members from the other institution to participate in research or development programmes.

C. Exchange of Faculty

Sarupathar College, Sarupathar and JDSG College, Bokakhat agree to encourage collaboration between faculty members from the two institutions through virtual platforms. Terms and conditions for each assignment will be worked out between Sarupathar College, Sarupathar and JDSG College, Bokakhat.

D. Collaboration Between Students

Sarupathar College, Sarupathar and JDSG College, Bokakhat agree that students of both the institutions will collaborate in education and research works together through virtual platforms.

E. Exchange of Scientific and Technical Material

Sarupathar College, Sarupathar and JDSG College, Bokakhat will exchange information on research and educational programmes and teaching/learning material and other literature relevant to their educational and research programmes through virtual platforms.

F. Tenure and Termination

This MoU will take effect from the date it is signed by representatives of the two institutions. It will remain valid for five years, and may be continued thereafter after suitable review and agreement.

G. Arbitration Clause

Should there be a dispute relating to any aspect of academic cooperation, signing authorities of both the institutions will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

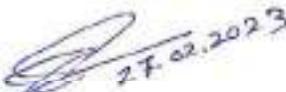
This MoU is signed today ,i.e., 27th February, 2023 at JDSG College, Bokakhat subject to approval of the respective academic/administrative bodies.


Principal

Sarupathar College, Sarupathar

Bokakhat, PIN-785601

Golaghat, Assam
Principal
SARUPATHAR COLLEGE
P.O. Sarupathar, Dist. Golaghat


Principal

JDSG College, Bokakhat

Bokakhat, PIN-785612

Golaghat, Assam
Principal & Secretary
J. D. S. G. COLLEGE
BOKAKHAT



OFFICE OF THE PRINCIPAL

J.D.S.G. COLLEGE, BOKAKHAT

(JOGANANDA DEVA SATRADHIKAR GOSWAMI COLLEGE)

(NAAC ACCREDITED WITH 'B' GRADE)

P.O. BOKAKHAT-785612 :: DIST. -GOLAGHAT(ASSAM)

Website : WWW.jdsgcollege.edu.in E-Mail - jdsgcollege@brary@gmail.com

(03776)268021(O)
(03776)268082 (Fax)
99544-51703

Ref. No. JDSGC/2022/ 0710

Date: 27/08/2022

From : DR. JAYANTA GOGOI, M.Com, LL.D, Ph.D.
Principal, J.D.S.G. College, Bokakhat

To
The Director of Research (Agri)
Assam Agricultural University
Jorhat - 785013

Sub: Proposal for MOU

Sir,

Jogananda Deva Satradhikar Goswami (JDSG) College, Bokakhat is one of the prominent institutions of higher education in the district of Golaghat. Situated in a beautiful natural ambience by the side of N.H. 37, in the close vicinity of the Kaziranga National Park-the World Heritage Site, the college has been playing a pivotal role in educating rural youths and in contributing towards creating a good citizenry in the greater Bokakhat sub-divisional area ever since its establishment in 1964. Our college has devoted a major portion of our land towards agricultural activities like Napier Grass Cultivation, Lemon and Tea Plantation, Horticulture, etc. For this purpose Professor Karuna Sarmah from Assam Agricultural University has assisted us with many workshops and technical sessions. Hence, we are intending to create a Memorandum of Understanding (MOU) with your esteemed University to get specialised cooperation in agricultural and allied activities. We have attached a copy of sample MOU with the mail for your kind consideration and necessary action.

Thank you.

Yours faithfully,

(Dr. J. Gogoi)
Principal
JDSG College, Bokakhat
Principal & Secretary
J. D. S. G. COLLEGE
BOKAKHAT

MEMORANDUM OF UNDERSTANDING
between
ASSAM AGRICULTURAL UNIVERSITY, JORHAT
and
J. D. S. G. COLLEGE

This Memorandum of Understanding is made and executed on this _____ day of _____ between Assam Agricultural University, Jorhat, having its registered office at _____, herein after called "AAU" and J. D. S. G. College, having its registered office at Bokakhat, Dist. Golaghat, Assam, Pin 785612.

Purpose & Objectives:

The purpose of this MoU is to create a framework for collaboration between AAU and J.D.S.G. College with the objectives as given below:

- a) To establish close linkage and functional coordination between AAU and J D S.G. College.
- b) AAU will collaborate with J D S.G College for developing Integrated Farming System Project at J.D.S.G.College Campus.
- c) J.D.S.G. College will engage in developing Integrated Farming System models in collaboration with AAU.
- d) AAU and J.D.S.G. College will jointly organize Seminars, Workshops, conferences, Symposiums & Competitions from time to time.
- e) AAU and J.D.S.G. College will jointly undertake Research and Project works in emerging areas with local relevance by the students/ scholars and faculty members of the College and University.
- f) AAU and J.D.S.G. College shall facilitate the students for Internship programmes/project works/exposure trips from time to time.
- g) Apart from the aforesaid linkage, AAU and J D S.G. College shall collaborate to organize extension and outreach activities like socio-economic and welfare initiatives for neighbouring & rural communities through participatory mode.
- h) AAU and J.D.S.G. College will jointly associate for academic collaboration in ICT, Counseling and Training etc. for teachers, staff and students from time to time.
- i) AAU and J.D.S.G. College will jointly organize awareness campaigns, rallies, street plays etc. on relevant and burning issues, celebrate important occasions and appreciate good works by offering felicitation to the performers from time to time.
- j) AAU and J.D.S.G. College will extend support to the people in distress during any natural calamity of the region e.g., flood, earthquake, landslides, etc.
- k) AAU and J.D.S.G. College will also work for various academic exercises, cultural activities, peace, brotherhood, national integrity and communal harmony.

This MoU is valid for a period of three years from the date of signing of the MOU and can be extended for a period of two years on the recommendation of a review committee. The MoU will automatically lapse after three years, unless renewed.

For and on behalf of JDSG College
Name:
Designation:
Seal:

For and on behalf of AAU
Name:
Designation:
Seal:

Witnesses.

Witnesses:



অসম অসম ASSAM

29AA 723474

**Memorandum of Understanding for Academic Cooperation
between
JDSG College, Bokakhat
&
RCUN-NER, Guwahati**

This Memorandum of Understanding is made and executed on this 20th day of March, 2023 between RCUN-NER, Guwahati and JDSG College, having its registered office at Bokakhat, Dist. Golaghat, Assam, Pin 785612.

JDSG College, Bokakhat and RCUN-NER, Guwahati recognize their strengths in research and education in the discipline of Humanities, Social Sciences and Management, and their mutual interest in engaging themselves in academic cooperation.

JDSG College, Bokakhat and RCUN-NER, Guwahati therefore agree to establish a programme for academic cooperation in the areas of mutual interest, and in accordance with terms and conditions set forth in this memorandum of understanding (MoU).

RCUN-NER and JDSG College have agreed to the following:

Purpose: It is the MOU for the cooperating parties to work on the development of the college in the field of Education, Science, Culture, and Environment.

Areas of Cooperation:

a. JDSG College has agreed to assist RCUN-NER UN/UNESCO programmes in the college jointly.

b. JDSG College will execute the activities / programmes of RCUN-NER while RCUN-NER will support the JDSG College to execute it.

c. JDSG College will provide RCUN-NER its Conference Hall/Manpower etc. for the UN/ UNESCO programmes to be held in the college.

d. RCUN-NER will set up a UN reading library at JDSG College while JDSG College shall provide a space exclusively for it and will send its feedback reports to RCUN-NER quarterly.

e. JDSG College may nominate a person from its college for the State/National/ International conferences of UN/UNESCO as a part of delegations of RCUN-NER.

f. JDSG College and RCUN-NER shall promote the activities of International Youth Hostel for the welfare of the faculty/staff/students of the college.

g. JDSG College may facilitate an academic enrollment in the college for the benefit of the inmates/ children of the senior officials of RCUN- NER to acquire a better quality education if seats will be available.

h. JDSG College and RCUN-NER will support and cooperate with each other in undertaking any study/research related to sustainable development activities in Assam.

General Provisions:

The MoU shall be effective upon signature by both the parties, for a period of 24 months from the date of signature. The MoU may be extended beyond the period upon mutual consent of the parties.

This MoU may be terminated by RCUN-NER or by JDSG College upon written notice to the other party and shall terminate 30(thirty) days after receipt of such notice from the parties.

Without prejudice to the foregoing clauses, steps shall be taken to ensure that the termination of this MoU will not compromise or discriminate against any of the activities or programme undertaken within the MoU framework.

Amendment:

The MoU may be amended at any time by written agreement of both the parties.

Settlement of Disputes:

Any dispute, controversy or claim arising out of the MoU or the breach, termination or invalidity thereof, which cannot be settled through direct negotiations, will be amicably settled through reconciliation.

In witness hereof, the cooperating parties hereto have signed this MoU in original copies in English on the date indicated below:

Signature on behalf of the Resource
Centre of UN-North East Region

(Dr. Aswini Sarma)

Executive Director

RCUN-NER

Date: 20.03.23

Morcomi Goswami

Academic Officer

Dr. Jayanta Das, Coordinator, IQAC (Witness)

Signature on behalf of JDSG College

(Dr. Jayanta Gogoi)

Principal & Secretary
Principal I. D. S. G. COLLEGE
BOKAKHAT

Date: 20.03.23

Napier Tie Up

Inbox

chetan.saraf@kregroup.org via yahoo.com Aug 21, 2023, 10:56 AM

to me

Office of the principal
J.D.S G College, Bokaghat
Dist: Golaghat (Assam)

Dr. J . Gogoi

It was a humble beginning with your college. Sir, 45000 pc of the napier stem provided by your college had been planted in the field. We are waiting for it to show results. However, We wish to officially write to your college for tie up. Sir, it shall be a beneficial working relation for both our company and your college if we agree to a tie up officially on providing napier grass as and when required. We shall also provide your college students with on field know how and practical exposure.

We hope you can show us an acceptance of tie up in your college letter head.

Thanking you

Chetan Saraf
Chief Executive Officer
KRC Group
M: +91 9673641277



असम ASSAM

H 774228

MEMORANDUM OF UNDERSTANDING
between
FURKATING COLLEGE, FURKATING
and
J. D. S. G. COLLEGE

This Memorandum of Understanding is made and executed on this _____ day of _____ between **FURKATING COLLEGE, FURKATING**, having its registered office at Furkating, Dist. Golaghat, Assam, Pin 785610.

and

J. D. S. G. College, having its registered office at Bokakhat, Dist. Golaghat, Assam, Pin 785612.

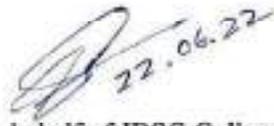
Purpose & Objectives:

The purpose of this MoU is to create a framework for collaboration between **FURKATING COLLEGE** and **J.D.S.G. College** with the objectives as given below:

- a) To establish close linkage and functional coordination between **FURKATING COLLEGE** and **J.D.S.G. College**.
- b) **FURKATING COLLEGE** will collaborate with **J.D.S.G. College** for developing Integrated Farming Project at **J.D.S.G. College** Campus.
- c) **FURKATING COLLEGE** and **J.D.S.G. College** will collaborate in different student activities including academic, sports as well as cultural activities from time to time.
- d) **FURKATING COLLEGE** and **J.D.S.G. College** will jointly organize Seminars, Workshops, conferences, Symposiums & Competitions from time to time.
- e) **FURKATING COLLEGE** will offer freeship/scholarship for poor meritorious students for higher education on recommendation from **J.D.S.G. College** authority.
- f) **FURKATING COLLEGE** and **J.D.S.G. College** will jointly undertake Research & Project works in emerging areas with local relevance by the students/ scholars and faculty members of the College and University.
- g) **FURKATING COLLEGE** and **J.D.S.G. College** shall facilitate the students for Internship programmes/project works/exposure trips from time to time.

- h) Apart from the aforesaid linkage, FURKATING COLLEGE and J.D.S.G. College shall collaborate to organize extension and outreach activities like socio-economic & welfare initiatives for neighbouring & rural communities.
- i) FURKATING COLLEGE and J.D.S.G. College will jointly associate for academic collaboration in ICT, Counselling, Training etc. for teachers, staff and students from time to time.
- j) FURKATING COLLEGE and J.D.S.G. College will jointly organize awareness campaigns, rallies, street plays, etc. on relevant and burning issues, celebrate important occasions and appreciate good works by offering felicitation to the performers from time to time.
- k) FURKATING COLLEGE and J.D.S.G. College will extend support to the people in distress during any natural calamity of the region e.g., flood, earthquake, landslides, etc.
- l) FURKATING COLLEGE and J.D.S.G. College will also work for peace, brotherhood, national integrity and communal harmony.

This MoU is valid for a period of three years from the date of signing of the MOU and can be extended for a period of two years on the recommendation of a review committee. The MoU will automatically lapse after three years, unless renewed.


22.06.22

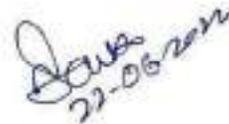
For and on behalf of JDSG College

Name:

Designation:

Seal: **Principal & Secretary**
J. D. S. G. COLLEGE
BQAKHAT

Witnesses:


22-06-2022

For and on behalf of FURKATING COLLEGE

Name:

Designation:

Seal: **Principal**
Furkating College
Date.....

Witnesses:

Memorandum of Understanding

This Memorandum of understanding entered in to at Bokakhat on 21-02-2023

Between

M/S ICT Academy of Tamil Nadu, a society incorporated under the Tamil Nadu Societies Registration Act, 1975 and having its office at ICT Academy of Tamil Nadu, Module No. E6-03, Sixth Floor, Block E, IIT Madras Research Park, Kanagam Road, Taramani, Chennai 600113, Chennai – 600096, Tamil Nadu, India and its Regional office at ICT ACADEMY, 2C-2nd Floor, Fortune Central, Basisthapur, Beltola, Guwahati-781028.

AND

J. D. S. G. College, Bokakhat, Assam, being the beneficiary of this MoU having its campus in PO- Bokakhat, Dist- Golaghat, Assam- 785612.

Whereas

ICT Academy is an initiative of the Government of India in collaboration with the state Governments and Industries. ICT Academy is a not-for-profit society, the first of its kind pioneer venture under the Public-Private-Partnership (PPP) model that endeavors to train the higher education teachers and students thereby exercises on developing the next generation teachers and industry ready students.

ICT Academy was started to meet the skill requirements of the industry and generate more employment especially in tier 2 and 3 towns, the rural parts of the country. The organization was formed with representations from the State Governments, leading companies in the ICT industry and National Association of Software Services Companies (NASSCOM) in India.

With training of teachers and students as the primary objective, ICT Academy has been working through a seven pillar program in the areas of Faculty Development, Student Skill Development, Entrepreneurship Development, Youth Empowerment, Industry- Institute Interaction, Digital Empowerment and Research & Publications.

ICT Academy has approached J. D. S. G. COLLEGE, BOKAKHAT, ASSAM to be the institutional member of ICT Academy to offer various courses to the teachers of the college.



ICT Academy is also keen on collaborating with J. D. S. G. COLLEGE, BOKAKHAT, ASSAM and is agreeable to enter into this MOU with J. D. S. G. COLLEGE, BOKAKHAT, ASSAM as per the terms and conditions set out hereafter,

Now this MOU witnesses as under

1. Scope of the MOU

- 1.1. J. D. S. G. COLLEGE, BOKAKHAT, ASSAM hereby agrees to become the institutional member of ICT Academy to offer its services to the teachers/researchers in J. D. S. G. COLLEGE, BOKAKHAT, ASSAM
- 1.2. ICT Academy agrees to provide the following services to the teachers/researchers of J. D. S. G. COLLEGE, BOKAKHAT, ASSAM.
 - 1.2.1. ICT Academy shall provide Industry relevant Training Programs in the domain of ICT, for the Teachers / Research scholars
 - 1.2.2. ICT Academy shall provide industry relevant training programs for the students, at a nominal cost mutually agreed by both the parties
 - 1.2.3. ICT Academy shall make its content accessible through a web portal for the teachers/researchers of the institutions
 - 1.2.4. ICT Academy shall conduct guest lectures, seminars, workshop and conferences for the teachers and the students in association with university and its colleges
 - 1.2.5. ICT Academy would provide assistance in Research activities to the teachers by way of supervision and collaboration
 - 1.2.6. ICT Academy shall invite the teachers/researchers to submit research papers for publishing in ICTACT Journals
 - 1.2.7. ICT Academy shall invite for research proposals for funding, which shall be applied for joint funding from research funding bodies.
- 1.3. J. D. S. G. COLLEGE, BOKAKHAT, ASSAM, shall notify about the program of ICT Academy to its departments and assist in the active participation of the teachers.
- 1.4. J. D. S. G. COLLEGE, BOKAKHAT, ASSAM, shall provide the following infrastructure at its campus for some of the training programs, workshops and conferences to be conducted by ICT Academy.
 - 1.4.1. Computer Lab infrastructure (Hardware, software and peripherals)
 - 1.4.2. Training room for conducting the training programs
 - 1.4.3. Conference Hall /seminar Hall/Auditorium
 - 1.4.4. LCD projector and screen.
- 1.5. The teachers/researchers of J. D. S. G. COLLEGE, BOKAKHAT, ASSAM, would attend some special training programs at ICT Academy Campus, Chennai (If interested). ICT Academy shall provide necessary infrastructure for the conductance of the training program.
- 1.6. J. D. S. G. COLLEGE, BOKAKHAT, ASSAM hereby undertakes that it shall not utilize the



Contents, training materials and such other information provided hereunder beyond the scope of this MOU and shall not share such information with any third party or render services utilizing the materials, contents, training materials to the third parties without the consent of ICT Academy except for academic activities.

- 1.7. ICT Academy agrees to provide various domain specific training program to the teachers in the university and its colleges on regular basis.
- 1.8. ICT Academy shall bring industry certified trainers of the J. D. S. G. COLLEGE, BOKAKHAT, ASSAM, on every program conducted for the teachers/researchers of the college.
- 1.9. Both the parties shall explore and jointly develop new course for the teachers from time to time the terms for the same will be discussed as and when required
- 1.10. Both the parties shall explore to work on specific ICT related research areas as per the industry requirement and agreed upon by both the parties

2. Operation of this MOU

Upon execution of this MOU, ICT Academy shall communicate to J. D. S. G. COLLEGE, BOKAKHAT, ASSAM, the training schedules. Thereupon, the parties shall mutually discuss and agree on the operational terms based on which ICT Academy would offer its various other services.

3. Validity of this MOU

The validity of this MOU would be for One year from the date of the signing. The MOU may be renewed through a new MOU on completion of One year on such terms mutually agreed between the parties. Both parties shall have the right to terminate this MOU if any of the party does not comply with its obligations under this MOU by issuing 30 days prior notice

4. Confidentiality

- 4.1 The parties shall treat all information, documents, contents and materials that are specifically declared as confidential pertaining to ICT Academy or J. D. S. G. COLLEGE, BOKAKHAT, ASSAM, provided under this MOU as confidential.
- 4.2 ICT Academy or J. D. S. G. COLLEGE, BOKAKHAT, ASSAM, shall not disclose any aspect of any confidential information to any third party in any manner whatsoever other than in the normal course of agreed terms under this MOU.
- 4.3 The confidentiality of information shall survive until the termination of this Agreement.

5. Upon the termination of this MOU, J. D. S. G. COLLEGE, BOKAKHAT, ASSAM, shall return all the contents, training materials and such other information provided by ICT Academy under this MOU duly without any undue delay and in cases where such information is not capable of being returned, destroy the same and provide a certification to that to ICT Academy.



6. Intellectual Property

All the intellectual Property rights with respect to the programs contents provided by ICT Academy shall vest with ICT Academy and upon the termination of this agreement by efflux of time or such other earlier termination, J. D. S. G. COLLEGE, BOKAKHAT, ASSAM, shall not have the right to use programs, contents, and such other training materials installed under this MOU and return the same to ICT Academy.

7. Notices

All notices regarding this agreement shall be by personal delivery or by certified or registered mail postage prepaid or by courier, at the address as either of them may so provide by notice given to the other in the same manner. Any such notices shall be deemed received when actually delivered if personal delivery or three days after delivered to an overnight or express mail facility, if delivered through post.

8. Governing Law

This MOU is made under and shall be governed by and construed under the law of the republic of India under the jurisdiction of the courts at Guwahati/Chennai.

9. Commercial

It is a Non Commercial MoU between ICT Academy and J. D. S. G. COLLEGE, BOKAKHAT, ASSAM. The College will provide the infrastructure and space to host the Faculty Development Programs at their premises.

10. Arbitration

In the event any of any claim, controversy, dispute or difference between the parties, arising out of or in connection with or in relation to this agreement either party will be entitled refer the same to arbitration in accordance with the rules of arbitrators, one to be appointed by ICT Academy, the other to be appointed by J. D. S. G. COLLEGE, BOKAKHAT, ASSAM, and the third to be appointed by the two arbitrators appointed by the parties. The award of the arbitrators shall be final and binding on the parties.

The Arbitration proceedings shall be held at Guwahati/Chennai.

In witness whereof the parties have executed this MOU on 21-02-2023

For ICT Academy



Name: Subhash Upadhyaya

Designation: State Head, North East

Witness 1: Mr. Samarendra Barua
Relationship Manager
North East

For J. D. S. G. COLLEGE,
BOKAKHAT, ASSAM

Name: DR. JAYANTA GOGOI

Designation: PRINCIPAL & SECRETARY
Principal & Secretary
J. D. S. G. COLLEGE
BOKAKHAT

Witness 2 DR. JAYANTA DAC
COORDINATOR, JDSG

COLLEGE



অসম অসম ASSAM

27AA 236946

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING with respect to Computer Training at JDSG College, Bokakhat, Golaghat, Assam is made on this 09th Day of December, 2021

BETWEEN

Dr. Jayanta Gogoi, Principal & Secretary, JDSG College, Bokakhat, Dist. Golaghat, Assam (hereinafter called 1st Party) of ONE PART.

AND

AISECT SKILL MISSION having its Head Office at Scope Campus, NH-12, Bhaironpur, near Misrod, Hosangabad Road, Bhopal-462047, Madhya Pradesh, represented by its Authorised Signatory Smti Marylina Handique, Centre Manager, AISECT SKILL DEVELOPMENT CENTRE, located at 2nd Floor, Punjab National Bank Building, Bokakhat, Golaghat, Assam (hereinafter called the 2nd Party) of the OTHER PART

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. That the agreement is effective from 1st November, 2021 to till date to be specified as per discussion later on or at least to that point of time when the first batch of students complete their course and get their certificates.
2. The 1st Party is represented by its authorised signatory, namely, Dr. Jayanta Gogoi, Principal & Secretary cum Chairperson, Internal Quality Assurance Cell, JDSG College, Bokakhat, Golaghat, Assam.

Contd....p/3

Jayanta Gogoi
Principal & Secretary
J. D. S. G. COLLEGE
BOKAKHAT

Jayanta Das
1-May-2019

3. In pursuance to notice/advertisement in local media by the 1st Party, the 2nd Party has expressed interest to conduct a Six-Months' Certificate Course in Computer Applications abiding by the terms and conditions detailed in the said notice/advertisement in the college campus under joint certification with the 1st Party which has been mutually agreed upon.
4. The abovementioned joint certificate to the students who successfully complete the course will be signed, among others, by the authorised signatory of the 1st and 2nd party along with Dr. Jayanta Das, Coordinator, Internal Quality Assurance Cell of JDSG College, Bokakhat.
5. The course will be available to bona-fide students of the college, preferably from the Degree Classes who apply for the course in prescribed format as devised by the 1st Party.
6. The 2nd Party will provide the course curriculum, contents and well-qualified faculty as per UGC Norms for effective implementation of the course.
7. The 1st Party will provide the requisite infrastructure for the course with the condition that the 2nd Party shall judiciously use the resources with reasonable care.
8. The evaluation will be done by the 2nd Party with competent faculty in a transparent manner with a provision for the 1st Party to have a say in disputed matters.
9. The fee will be collected by the 2nd Party as per the upper ceiling quoted in their application pursuant to the Expression of Interest, i.e., Rs. 2500/- per student within a period of 06 (six) months the receipt of which will be signed jointly by the authorised signatory of the 2nd Party and the Coordinator, IQAC, JDSG College, Bokakhat. The amount collected by the 1st Party so far will be transferred to the 2nd Party immediately.
10. The certificate will be awarded to eligible students only on completion of course and on payment of the entire due amount.
11. The course will be taken on a regular basis except on College Holidays and on Sundays. The timing must be such that it does not hamper regular college classes and are invariably completed by 3.30 so that even girl students can reach home before dusk.
12. Time schedules of classes will be made available to all students for an entire week a copy of which must be shared with the IQAC Coordinator. If the condition of Clause 11 above and 12 are not abided by, classes can be suspended by the 1st Party without assigning any reason thereof, keeping especially in view the safety and security of the girl students.
13. Both the parties reserve the right to call off this agreement with a prior notice of 30 (thirty) working days.
14. If this agreement is called off in any eventuality, both the parties must ensure that there is not any batch of students with incomplete course, certificate or evaluation.

15. The number of batches and students to be trained has to be mutually agreed on and has to be notified by the 1st Party.
16. The 2nd Party, while reserving its right to include or exclude any faculty, has to invariably ensure that the details of Academic Qualification of all faculties must be as per Clause 6 above and such details must be shared with the IQAC Coordinator.
17. The 2nd Party will provide a certified copy of the Course Content to the IQAC Coordinator immediately. Any updation or addition or exclusion to the course contents must be done only with the mutual consent of both the parties.
18. The batches, once initiated, should end within the stipulated time and absence of students for indefinite or uninformed times will not be entertained. Both parties will implement it in letter and spirit.

Witness

1. *[Signature]*
09/12/21
2. Bichitra Hita
[Signature]
09/12/21

Jayanti Gupta

1st Party
Principal & Secretary
L. D. S. G. COLLEGE
BOKAKHAT

[Signature]

2nd Party

