

# **MoU**

## **MEMORANDUM OF UNDERSTANDING**

**Between**

**KARIMGANJ COLLEGE, KARIMGANJ**

**&**

**DISTRICT SPORTS ASSOCIATION**

**(DSA), KARIMGANJ**

**FOR**

**SPORTS, PHYSICAL EDUCATION, FITNESS, SKILL  
DEVELOPMENT AND OUTCOME BASED TRAINING**

**Date: 19-01-2023,**

**Venue: Karimganj**



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the MOU) is entered into on this the *19th January* 2023 by and between

**KARIMGANJ COLLEGE, KARIMGANJ**, The First Party represented herein by Dr. Ramanuj Chakravorty, Principal, Karimganj College (hereinafter referred as First Party the Institution which expression unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrator and assigns)

AND

**DISTRICT SPORTS ASSOCIATION, KARIMGANJ**, The Second Party and represented herein by Mr. Sudip Chakravorty, General Secretary District Sports Association (DSA) Karimganj Assam (hereinafter referred to as Second Party which expression unless excluded by or repugnant to the subject or context shall include its successors in-office administrators and assigns).

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

WHEREAS:

A) First Party is a Higher Educational Institution named.

**KARIMGANJ COLLEGE, KARIMGANJ**

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

C) The Parties intent to cooperate and focus their effects on cooperation within area of skill Based Training Sports and Education.

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

E) **DISTRICT SPORTS ASSOCIATION (DSA) KARIMGANJ, ASSAM**, the Second Party is engaged in Skill Development and Education in the fields of Sports, Physical Education and Fitness and other related fields.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:**

**CLAUSE 1  
CO-OPERATION**

Both Parties are united by common interests and objectives and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

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

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

**CLAUSE 2  
SCOPE OF THE MOU**

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

Both the Institutions will provide infrastructural facilities for training of athletes and for organizing competitions.

**Guest Lecture:** Second Party to extend the necessary support to deliver guest training to the students of the First Party on the technology trends, Physical fitness and in house requirements.

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

**Preparing of Trained Students for Basic level Exam:** Second Party will actively engage to help the delivery of the training and prepare them for Basic level exam for Referees and line man.

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

### **CLAUSE 3 INTELLECTUAL PROPERTY**

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

### **CLAUSE 5 VALIDITY**

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **DISTRICT SPORTS ASSOCIATION, (DSA) KARIMGANJ, ASSAM** the Second Party as the case may be will take effective steps for implementation of this MOU. Any act on the part of **DISTRICT SPORTS ASSOCIATION, (DSA) KARIMGANJ, ASSAM** the Second Party after termination of this Agreement by way of communication correspondence etc shall not be construed as an extension of this MOU.

Both Parties may terminate this MOU upon 30 calendar days notice in the event of Termination, both parties have to discharge their obligations.

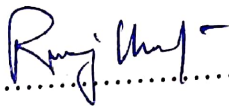
## CLAUSE 5

### RELATIONSHIP BETWEEN THE PARTIES

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

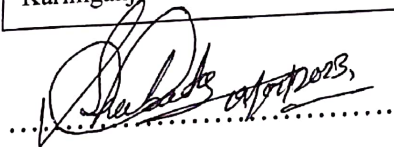
In witness thereof, both the institution have caused this MoU to be signed by their duly authorized representatives.

Dr. Ramanuj Chakravorty  
Principal  
Karimganj College, Karimganj



Date... 19-01-2023  
Principal  
Karimganj College

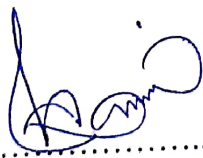
Mr. Sudip Chakraborty  
General Secretary  
District Sports Association (DSA)  
Karimganj



Date... 19-01-2023  
Hony General Secretary  
District Sports Association  
Karimganj, Assam.

Dr. Sujit Tewari  
Coordinator, IQAC & Assistant  
Professor Department of Physics  
Karimganj College

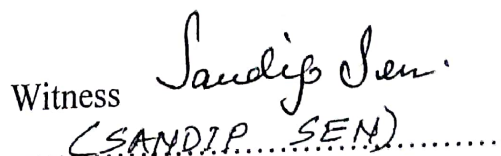
Witness



Date... 19-01-2023  
Co-ordinator  
Internal Quality Assurance Cell (IQAC)  
Karimganj College,  
Karimganj, Assam

Designation... Joint Secretary  
D. S. A., Karimganj

Witness

  
(SANDIP SEN)

Date... 19-01-2023  
Joint Secretary  
District Sports Association  
Karimganj, Assam