



Pradip Kumar Paul

MEMORANDUM OF UNDERSTANDING (MOU)

Between

Karimganj College And Karnamodhu ME School

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by and between the Karimganj College, (hereinafter referred to as KC), and Karnamodhu ME School, Karnamodhu, (hereinafter called KMES), pursuant to the authority to be granted by the managing committees of both the institutions.

WHEREAS, the parties to this MOU are targeted towards low-income students, students who are highly motivated but have not received the academic preparation necessary to meet challenges of life

WHEREAS, the parties to this MOU are targeted towards local unemployed youths who can work together to develop SELF HELP GROUPS

WHEREAS, under this MOU, KC having NSS unit with volunteers plans to make survey on socio economic issues, to participate in awareness campaign and to undertake adult education programme

WHEREAS KC will prepare college students for successful career and educational futures through a full integration of interdisciplinary approaches of social sciences and natural sciences, and the world of work, improve academic performance and self-respect, and increase participation in social interaction

WHEREAS KMES has expressed interest to work with KC for development of the school through joint efforts

Principal
Karimganj College

Co-ordinator
Internal Quality Assurance Cell (IQAC)
Karimganj College,
Karnamodhu, Assam





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NOW, THEREFORE, the parties to this MOU mutually agree to the following:

1. Guiding Principles: The KC and KMES alliance will function on the following principles:

- a) Establish a mutually beneficial partnership between the Institutes that allows a flexible and creative response to the organizational, missions, and needs of both institutions.
- b) Collaboration in planning, implementation, and continuous improvement of programs including the provision for faculty, staff, curriculum development; training and student services.
- c) Shared use of facilities including classrooms, labs, offices and libraries that reduces operating costs and promotes collaboration of students, faculty, staff, and community members in program success.
- d) This Memorandum of Understanding (MoU) will be effective wef 1st April 2019.


2. Institutional Council:

- a. Serves as an advisory committee to the Principal of both the Institution in establishing policies and developing a coherent program
- b. Membership on the Council will include, but not be limited to, one representative of the Teachers to GB of both the colleges, One member from GB other than school or college employee / teacher of both the colleges, local business or industry representative, two member of NSS of which one should be the coordinator. The specific membership of the Institutional Council will be determined by the managing committee of the Karimganj College.
- c. The council will have a composite of not more than 7 members.

3. Indemnification. To the extent permitted under Indian law and without waiving any defenses including governmental immunity, each part to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any claim for damages, costs and expenses to person or persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties of this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise to any third party.

4. Term: Subject to prior termination or revocation of this MOU as provided in section 5 of this MOU, the initial term of this MOU is in full force and effect for a period of one (1) year. This MOU begins on the date of signature by both parties and continues through the initial term and any subsequent renewal terms. It may be renewed for one-year term. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, institutions shall review this MOU and IC may renew this MOU on approval of College.


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Co-ordinator
Internal Quality Assurance Cell (IQAC)
Karimganj College,
Karimganj, Assam





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5. Right of Revocation: Either party may terminate this MOU on 120 days' written notice to the other party. Termination may occur upon the breach of this MOU by one of the parties. A breach of this MOU includes, but is not limited to, a violation of the interest, policies and rules of the participating institutions, the making of a misrepresentation or false statement by one of the parties, nonperformance of the party's duties, or the occurrence of a conflict of interest between the parties. Each party has 30 days to cure the breach.

6. Assignment: Neither party may assign their interest in this MOU without the written permission of the other party.

7. Limitations of Authority:

- A. Neither party has authority for and on behalf of the other except as provided in this MOU. No other authority, power, partnerships, use of rights are granted or implied.
- B. This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the parties. Any representations, promises, or guarantees made but not stated in body of this Agreement are null and void and of no effect.
- C. Neither party may make, revise, alter or otherwise diverge from the terms, conditions or policies which are subject to this Agreement without a written amendment to this Agreement.
- D. Neither party may incur any debt, obligation expense, or liability or any kind against the other without the other's express written approval.

8. Waiver: The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.


9. Applicable Law: This Agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Assam applicable to contracts made and performed entirely therein.

10. Venue: Venue to enforce this Agreement shall lie exclusively in Karimganj College or places determined by Karimganj College.

Miscellaneous Provisions:

- A. Neither party shall have control over the other party with respect to its hours, times, employment, etc. However, college operational hours and calendar shall take precedence.
- B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statues, rules and regulations. Parties to this MOU shall comply with all National, State, and local laws.
- C. If the AIBH, KC managing committee adopts new guidelines or any instruction from DBT is received during the term of this MOU, the new guidelines shall prevail over all or any of the agreements made on this MoU and shall be binding to both the parties.


Principal
Karimganj College

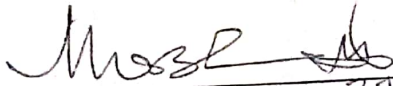

Co-ordinator
Internal Quality Assurance Cell (IQAC)
Karimganj College,
Karimganj, Assam



Notice: Notices given in pursuant to this Agreement shall be sufficient if actually received and sent by certified or registered mail, postage fully prepaid to respective parties.

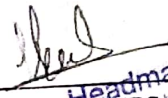
EXECUTED in duplicate original counterparts effective upon the date indicated above.

Karimganj College


Principal, KC & Karimganj College
30/3/19

Date 30/3/19


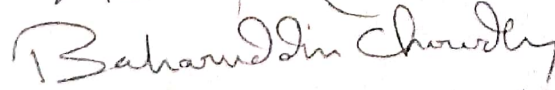
Karnamadhu ME School


Headmaster, KMES M.E. School
KARNAMADHU ME SCHOOL
P.O.-Karnamadhu, Karimganj

Date 30/3/19

This Memorandum of Understanding (MoU) is effective on and from 1st April 2019.

Witness:

1.  Abdeef Karim
2.  Bahauddin Chowdhury
3. Dr. Shivasish Roy Choudhury (PO NSS Unit Karimganj College)
4. Biswaj Nath (NSS Volunteer)


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