



অসম অসম ASSAM

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MEMORANDUM
OF UNDERSTANDING
(MOU)

THE
AGREEMENT

This AGREEMENT made and entered in to on..... between
Kamrup College, Rupiabathan, Chamata, Nalbari, Assam India (here in after
referred to as the "College" which expression shall where the contests admits include
its successors and permitted assigns) of one part and

MIMS Institute (Max Institute for Modern Skills). A NSDC skill training
partner (TP040560) and educational Institute (hereinafter referred to as
"ASSOCIATE" which expression shall where the contest so admits include its
successors and permitted assigns) of the other part.

The agreement is operated through the *Principal*..... of The College and
Director & CEO of The ASSOCIATE.

Principal
Kamrup College, Chamata

Debencha K. Beabara
Principal, K.C.C

For, M/s MIMS INSTITUTE
Mans K. Sharma
PROPRIETOR

SCOPE

WHEREAS The ASSOCIATE is engaged in providing training, skill development, consultation and has strength in development and delivery, innovations and marketing of technology training sets particularly in the areas of Healthcare, Agriculture, Tourism, Retail, BFSI, Textile, Construction, Solar, IT and Competitive Exam coaching, Placement fairs has approached The COLLEGE to establish an effective relationship in the larger interest of the sectors

and

WHEREAS the COLLEGE is a premier institution of Higher Education in the West Jaintia Hills District of Meghalaya and one of the Government Colleges, which was established in the state. Located in a vast and well-maintained campus conducive for academic activities, the college offers Arts, Science and Commerce courses the Degree level, has agreed for this mutual association.

Now therefore in consideration of the previous and mutual covenants hereinafter contained, the parties hereto agree to jointly play an effective role in uplifting the sectors through skill enhancement of the Technical and skilling the students through class room and industry specific practical training ensuring quality delivery towards excellence in the above areas mentioned above.

Objectives

- Design, develop and deliver programmes ensuring required quality in the area domain mentioned above which in turn will lead to professional courses as per the industry requirements and making aspirants employable.
- To be quality skill enhancement partner and projects/system integrator for corporate and government agencies
- Faculty Development Programmes (FOP) for COLLEGES and skill training partners
- Working closely with industry for establishing the curriculum as per its requirements and also with academia in order to enhance the quality of Technical and skill education in the country.
- Enhancing skills of students/aspirants through internship and vocational training.

Debenendra Kri Bebbomah
Principal, K.C.C., Kamrup College, Chamala

For, M/s MIMS INSTITUTE
Manas Kri Sharma
PROPRIETOR

Playing an effective role in the ongoing Govt. initiative on "Skill Development Mission" with a view to contribute to the overall target of skilling/upskilling 500 million people in India. Also making efforts towards setting up a "Centre of Excellence" in order to enhance the competency level of aspirants and the faculty for Technical, Engineering & Healthcare education.

Role of the COLLEGE

- (i) The COLLEGE shall provide the available infrastructure & basic amenities such as electricity, water, telephone, etc.: suitable and ready for delivering the training courses and other activities in conjunction with the ASSOCIATE in the scope.
- (ii) The COLLEGE shall provide a workable space/ room with basic amenities for the staff of The ASSOCIATE to facilitate marketing & related activities for successful outcome of joint activities.
- (iii) The COLLEGE shall help to develop market through its existing established network and would support in marketing exercise.
- (iv) The COLLEGE shall nominate a coordinator as a point of contact (POC) for ASSOCIATE for proper operation of MoU.
- (v) The COLLEGE shall treat ASSOCIATE as a training partner for joint activities for mutual benefits.

Deborah W. Basbana
Principal, M.C.F. PUNE
Principal, PUNE

Role of the ASSOCIATE

- (i) The ASSOCIATE shall utilize its strength to align with various skill development programmes and initiatives to meet the objectives of The COLLEGE. It shall accordingly design and deliver various programmes within the overall scope of MoU. The quality delivery is the responsibility of The ASSOCIATE and The ASSOCIATE would have to have in-house or engage the required manpower and the faculty as per the requirement, in conjunction with the COLLEGE.
- (ii) The ASSOCIATE shall design, develop and provide required course materials & practical training to the students.
- (iii) The ASSOCIATE shall market the programmes to make them successful. It shall also guide and support the students for proper placement.

For, M/s MIMS INSTITUTE
Mona K. Sharma
PROPRIETOR

JOINT RESPONSIBILITIES:

1. Marketing & mobilization of the students shall be carried out jointly as per mutual agreed terms.
2. Promotion for the programmes undertaken shall be advertised/ propagated through respective websites of the parties.
3. Technical workshops/ promotional workshops within the scope of the MoU.
4. Assessment of the courses shall be carried out jointly by both the parties.
5. Successful business models developed shall be emulated at other MIMS Centers, as per mutual agreement with other MIMS Centers.

FINANCIAL ARRANGEMENT

Course fee (where ever applicable) shall be decided in mutual agreement by both the training partners for all the programs to be conducted jointly by **Kamrup college, Rupiabathan, Chamata, with MIMS Institute.**

1. For courses under the purview of SSCs, fee from the students shall be collected as per the allotment of seats by SSCs to respective training partners, i.e. 'The COLLEGE' or 'The ASSOCIATE', or shall be collected by different parties as the case may be.
2. Promotional costs as mutually agreed shall be offset against total revenue to be shared.
3. Direct Marketing cost (say advertisements in newspaper, arranging an event at the ~~COLLEGE~~) shall be shared by both parties
4. Revenue sharing mechanism: (Mutually agreed)
 - a. The ASSOCIATE
 - b. The COLLEGE,
5. The revenue sharing shall be done within 15 days once the payment is realized.
6. The COLLEGE shall not be liable for discharging any financial commitments made by the ASSOCIATE or vice-versa.

Duration and Termination of Agreement

MOU shall be effective from the date of signing and shall remain in force for a period of Five years. It shall automatically be renewed for next Five years until & unless discontinued by either party.

The COLLEGE has the right to terminate the agreement for non-performance of the ASSOCIATE, based on half yearly detailed reviews.

In case the ASSOCIATE intend to terminate the contract, it shall communicate the COLLEGE six months in advance and in addition it shall meet all its obligations for the running or announced batches. In case of even long duration batch (if any), it is obligation of the ASSOCIATE to make it successful.

Principal
Kamrup College, Chamata

Debencha Kr. Bysbaruah
Principal, K.C.C.

For, M/s MIMS INSTITUTE
Manoj Kumar
PROPRIETOR

STEERING COMMITTEE

The MoU Provisions for constitution of a steering Committee with the following constitution with a view to operate the agreement quite meaning fully and successfully:

- | | |
|------------------------------------|--------|
| (1) Principal of the College | Member |
| (2) Vice Principal of the college | Member |
| (3) SPOC of the College | Member |
| (4) IQAC Coordinator COLLEGE | Member |
| (5) Director & CI of The ASSOCIATE | Member |
| (6) SPOC, The ASSOCIATE | Member |

NB: The quorum of the meeting of the steering committee shall be the Chairman plus TWO members. In the absence of Chairman, IQAC coordinator shall chair the steering committee. The functions of the steering committee shall be to oversee the planning and meaning full execution of the Agreement as delineated below:

- (1) To ensure effective collaboration with industry or improved employability.
- (2) To participate effectively and get integrated with skill development mission
- (3) To bring Academia and industry on a common platform and evolving strategy to map the requirements of each other and competent manpower to industry with updated employable knowledge.
- (4) To evolve and agree on the courses, modules, delivery methodology and size of the batches; frequency and period of the courses.
- (5) To work for certification & recognition of the programmes and issuing certificates jointly.
- (6) To provide guidance, direction and approval regarding methodology for marketing of programmes and training courses.
- (7) To carry out detailed period review of the progress made and handle the issue extension or termination of the agreement based on the review.
- (8) To suggest and approve amendments in MoU, if so required.
- (9) To handle the issues of dispute and the directions given by the committee to resolve the dispute will be final before moving to the court.

Debenbra K. Bysanath
Principal, KCC
Principal

For, M/s MIMS INSTITUTE

Manas K. Sharma.

PROPRIETOR

Force Majeure

The Parties shall not be liable for any failure to perform any of its obligation under this MOU if the performance is prevented, hindered or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of state or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of MIMS Institute.), fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happening of any such events given by the affected party to the other, within 21 calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the MOU, nor shall either party have any such claims for damage against the other, in respect of such non-performance or delay in performance. Provided service under the MOU shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. Each party shall promptly inform the other of the existence of Force Majeure event and shall consult together to find a mutually acceptable solution.

Notices

Unless otherwise provided herein, all notices or other communications under or in connection with this MOU shall be given in writing and may be sent by personal delivery or post or courier or facsimile. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, & if sent by facsimile when sent (on receipt of a confirmation to the correct facsimile number).

Arbitration

- In the event of a dispute between the ASSOCIATE and the COLLEGE arising out of, or relating to this Agreement, its interpretation or performance hereunder, the parties shall exert their best efforts to resolve the dispute amicably through negotiations.
- In case of any disagreement and dispute and the parties fail to mutually resolve the issue: both parties shall appoint an Arbitrator that is mutually agreeable and shall be settled as per Indian Arbitration Act.
- Further, in case the parties failed to resolve the dispute; this Agreement shall be governed by and construed in accordance with the law within the state of Assam, India. Jurisdiction shall be Court of Nalbari.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed by a duly authorized representative of such party as of the date first above written.

The ASSOCIATE

MIMS Institute

For, M/s MIMS INSTITUTE

S. Naras K. Sharma
PROPRIETOR

Witness

The COLLEGE

On Behalf of Kamrup College,
Dr. Debendra Kr. Barbaruah
Principal, K.C.C.

Principal
Kamrup College, Chamata