

MEMORANDUM OF UNDERSTANDING

(MUTUAL ACADEMIC AND EDUCATIONAL COOPERATION AGREEMENT)

This Mutual Academic and Educational Cooperation Agreement ("**Agreement**") is made and entered into at Morigaon on this day 16/03/2019, 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 campus at Koraikhowa, 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

MORIGAON COLLEGE, affiliated to the Gauhati University and having its campus at Ghasbari, Assam – 782105, India (hereinafter referred to as "**Morigaon College**", which term shall include its successors and permitted assigns) of the **OTHER PART**.

KU and Morigaon College are hereinafter each individually referred to as "**Party**" and collectively as the "**Parties**".

WHEREAS:

- A. KU is a renowned university duly recognised by the University Grants Council located at Koraikhowa, NH-37, Jorhat 785 006, Assam, India;
- B. Morigaon College is a college established on 1st July, 1964 and duly affiliated to the Gauhati University;
- 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.

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. SCOPE OF SERVICE

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

- a. Exchange of academic and administrative staff and students;
- b. Extension of students' learning opportunities through the conduct of workshops, seminars, talks and any other activity as mutually deemed fit;
- c. Exchange of academic materials, publications and other scientific information; and
- d. Other educational and academic exchanges to which both Parties mutually agree.

1.2. The Parties agree to undertake all necessary actions and activities to ensure the delivery of the above scope, and extend the highest standards of mutual cooperation and professional courtesy in doing so.

2. TERM AND TERMINATION

2.1. This Agreement shall commence from the Effective Date and shall continue to be in force for a period of five (5) 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

2.2. Notwithstanding anything herein contained, either Party may forthwith terminate this Agreement immediately under any one or more of the following conditions:

- a. 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
- b. in the event of any irremediable material breach of this Agreement by the other Party; or
- c. 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. COMMERCIAL TERMS

Both Parties agree to feasibly seek financial support from national and international organisations for the cooperative activities to be undertaken as stated under the terms and conditions of this Agreement.

4. DISPUTE RESOLUTION

Any dispute arising between the Parties in relation to this Agreement shall be resolved by a sole arbitrator appointed mutually by the Parties. Notwithstanding the above, the courts of Jorhat, Assam shall have exclusive jurisdiction over any disputes arising in relation to the Agreement.

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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 **MORIGAON
COLLEGE**



Signature
Name: BOBBY ROY
Title: DEAN - KU
Date: 16/3/19.



Signature
Name: DR LILA K. BARTHAKUR
Date: 16-03-2019

Principal & Secretary
Morigaon College