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INDIA NON JUDICIAL

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Certificate Issued Date : 26-Sep-2023 01:43 PM
Account Reference : NONACC (SV)/ as17028304/ GOLAGHAT/ AS-GL
Unique Doc. Reference : SUBIN-ASAS1702830403004587141723V
Purchased by : JHANJI HEMNATH SARMA COLLEGE
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : NA
Consideration Price (Rs.) : 0
 (Zero)
First Party : JHANJI HEMNATH SARMA COLLEGE
Second Party : EASTERN ICONIC TOURS AND TRAVELS
Stamp Duty Paid By : JHANJI HEMNATH SARMA COLLEGE
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after called as the 'MOU') is entered in to on this the 26th September, 2023, by and between **Jhanji Hemnath Sarma College, Jamuguri, Sivasagar, 785683, Assam** THE FIRST PARTY, and represented here in by **Dr. Manjit Gogoi, Principal** (here in after referred to as "First Party", the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

AND

Eastern Iconic Tours & Travels, IB, Asiana Apartment, Beltola, Guwahati – 781028, Assam, the SECOND PARTY REPRESENTED **Mr. Udit Bhanu Barthakur, Proprietor Director,** (here in after referred as 'Second Party', company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

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Statutory Alert:

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



(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:
- (i) Jhanji Hemnath Sarma College**
- 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 efforts on cooperation within area of Skill Based Training, Education, conferences, Research, & Placements.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **Jhanji Hemnath Sarma College**–, the First Party is represented by **Dr. Manjit Gogoi, Principal, Sivasagar, Assam, 785683** and background of the Company
- F) **Eastern Iconic Tours & Travels** –, the Second Party is engaged in Business Consulting, Skill Development, International 7 National Tourism Services in the fields of –**Tourism & Related Industries.**
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

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

**CLAUSE 1
COOPERATION**

- 1.1 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.
- 1.2 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.

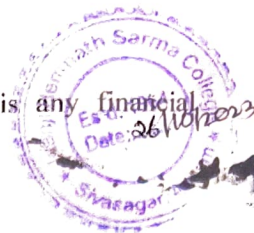
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated 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

- 2.1 The budding Diploma, Graduates & Post Graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design & Content Development:** Second Party will give valuable inputs to the First Party in training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **On Job Training:** Travel Agency and Institution interaction will give an insight in to the latest developments / requirements of the industries; the First Party to permit the Faculty and Students of the First Party to involve in On Job Training Programs conducted by the Second Party. The On Job Training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Office Premises / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of - - TOURISM & RELATED INDUSTRIES.
- 2.5 **Skill Development Programs, Events & Workshops:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready
- 2.6 **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement, entrepreneurship skill development of students of the First Party.
- 2.7 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.8 There is no financial commitment on the part of the Jhanji Hemnath Sarma college, the First

Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.



CLAUSE 3 INTELECTUAL PROPERTY

3.1 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 rights and designs) of the other Party.

CLAUSE 4

VALIDITY


4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms and conditions mentioned in the MoU the First Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Skill Development, Outcome Based Trainings, Placement, Research & Development and Related Services**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

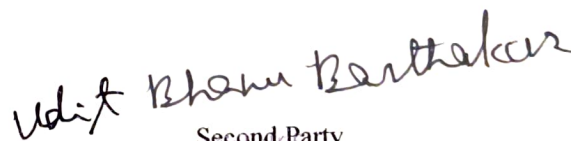
4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5

RELATIONSHIP BETWEEN THE PARTIES

5.1 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 credit on behalf of the other Party.


Principal
Jhanji Hemnath Sarma College


Udit Bhanu Borthakur
Second Party
CENTRE FOR TECHNICAL EDUCATION AND TRAVELS

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the Second Party. This