

MEMORANDUM OF UNDERSTANDING (MOU)

This memorandum of understanding (hereafter called as the MOU) is entered into on this the 29th Day of September, 2020, by and between

GOALPARA COLLEGE, GOALPARA TOWN, DIST.-GOALPARA, PIN-783101, ASSAM, the First Party represented herein by its PRINCIPAL (hereafter referred 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

MEHER COMPOSITE FISH FARMING SOCIETY, THEPKAI PAHARTOLI, P.O.-SIMLABARI, P.S.-BAGUAN, DIST.-GOALPARA, PIN-783101, ASSAM (Regd No. 1481 of 1991-92), the Second Party, and represented herein by its PRESIDENT, (hereafter referred to as "Second Party", partner which expression, unless excluded by or repugnant to the subject or context shall include its successors- in-office, administrators and assigns).

Whereas:

A) First Party is a Higher Educational Institute named:

GOALPARA COLLEGE, GOALPARA

B) First Party and 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 and research.

D) Both parties, being legal entitles in themselves desire to sign this MOU for advancing their mutual interests.

E) MEHER COMPOSITE FISH FARMING SOCIETY, the second party is engaged in business, Manufacturing, skill development, Education and R & D Services in the field of fresh water fish farming and hatchery management.

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 GOALPARA COLLEGE. 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 the first party providing significant input 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 cooperation 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 agreement, deeds and document (the definitive documents) as may be required to give effect to the actions contemplated in terms of this MOU.

CLAUSE 2

SCOPE OF THE MOU

2.1. The budding entrepreneurs from the institutes could play a key role in technological up gradation, innovation and competitiveness of an industry. Both parties believe that close cooperation between the two would be of major benefit to the student community to enhance their skill and knowledge.

2.2. **Curriculum Design:** Second party will give valuable inputs to the first party in teaching/training methodology and suitably customize the curriculum so that the student fit into the industrial scenario meaningfully.

2.3. **Industrial Training and visit:** Industry and institution interaction will give an insight into the latest development/requirements of the industries; the second party to permit the faculties and students of the first party to visit its campus and also involve in industrial training Programs for the first party. The industrial training exposure provided to students and faculties through this association will built confidence and prepare the students to have a smooth transition from academic to working career. The second party will provide its labs/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 fish breeding, composite fish culture, integrated fish farming hatchery technologies etc.

2.5. **Skill development programs:** 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. **Guest lectures:** Second party to extend the necessary support to deliver guest lectures to the students of the first party on the technology trends and in house requirements.

2.7. **Faculty development programs:** Second party to train the faculties of first party for imparting trainings as per the industrial requirements.

2.8. **Placement of training students:** Second party will actively engage to help the delivery of the training and placement of students of the first party into internships/jobs; and will facilitate placements for at least 80% of the students.

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

2.10. There is no financial commitment on the part of the GOALPARA COLLEGE, the First party to take up any programme mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

as the case may be, will take effective steps for implementation of this MOU. Any act on the part of MAHER COMPOSITE FISH FARMING SOCIETY, the second party after termination of this agreement by way of communication, correspondence etc. shall not be construed of this MOU.

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

CLAUSE 4 RELATIONSHIP BETWEEN THE PARTIES

4.1. It is expressly agreed that GOALPARA COLLEGE, GOALPARA and MAHER COMPOSITE FISH FARMING SOCIETY 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.

First party

Second Party

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 first party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the courts of GOALPARA.

AGREED:

For Goalpara College, Goalpara

For Maher Composite Fish farming Society

Authorized Signatory


PRINCIPAL
GOALPARA COLLEGE
GOALPARA.

Witness 1:

Witness 3:



Authorized Signatory


Secretary
Maher Composite Fish Farming
Society, Thepkal Pahartoli

Witness 2:

Witness 4: