

MEMORANDUM OF UNDERSTANDING

BETWEEN

**GOLAGHAT COMMERCE COLLEGE
GOLAGHAT, ASSAM-785621**

&

**GOLAGHAT POLYTECHNIC, FURKATING
GOLAGHAT, ASSAM**

MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding ("MOU") is made on 27-09-2023 between Golaghat Commerce College (GCC), Golaghat, Assam-785621 (hereinafter referred to as "GCC") represented through Principal, who is duly authorised to execute this agreement of the first part.

And

Golaghat Polytechnic, Furkating, Assam represented through Principal, who is duly authorised to execute this agreement of the first part.

GCC and Golaghat Polytechnic may hereinafter collectively be referred to as "Parties" and individually as "Party".

Whereas, Golaghat Commerce College is a leading Higher Education Institution established in the year 1972 at Jyoti Nagar, Golaghat of the Golaghat district of Assam affiliated under Dibrugarh University.

Whereas, Golaghat Polytechnic is an Assam Government institution established in the year 2017 under the Directorate of Technical Education, Assam and approved by All India Council for Technical Education, India. The institution provides diploma programmes in three branches of Engineering namely Civil Engineering, Mechanical Engineering and Biomedical Engineering.

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

CLAUSE 1. CO-OPERATION :

- 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 The general items of co-operation shall be governed by this MOU. The parties shall co-operate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds the documents (the 'Definite Document') as may be required to give effect to the actions contemplated in terms of this MOU. The term of definite documents shall be mutually decided between the parties. Along 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 graduates from the institutions could play a key role in technological upgradation, innovation and competitiveness of an institution. Both parties believe that close cooperation between the two would be major benefit to the student community to enhance their skills and knowledge.

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

2.3 Research and Development: Both parties have agreed to carry out the joint research activities.

2.4 Skill Development Programs: Second party to take necessary steps to train the students of the First party on the emerging technologies in order to bridge the skill gap.

2.5 Guest Lectures: Both parties to extend the necessary support to deliver guest lecturers to the students of one another on the technology trends and in house requirements.

2.6 Both parties to obtain all internal approvals, consents, permissions and licences of whatever nature required for offering the programs on the terms specified herein.

2.7 Both parties will conduct joint events like workshop, seminar, and training program.

2.8 Both parties will share laboratories, and manpower whenever required.

CLAUSE 3. INTELLECTUAL 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.

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 obligation.

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 authorised 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. 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.

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.

IN WITNESS WHEREOF the undersigned has executed this Agreement as of the date first above

Signed on behalf of GCC:

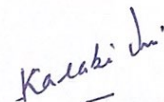
Signed on behalf of Golaghat Polytechnic, Furkating:


Authorized Signatory
Principal
Golaghat Commerce College
Golaghat, Assam



Authorized Signatory
Principal
Golaghat Polytechnic
Furkating, Golaghat

| | |
|---|---|
| Name of the Institution Golaghat Commerce College. | Name of the Institution GOLAGHAT POLYTECHNIC, FURKATING |
| Address: Golaghat, Assam - 785621. | Address: ULUTOLI, PO. FURKATING, P.S. FURKATING, PIN-785610, ASSAM |
| Contact Details: 03774 28 5065 (O) 94359-35234 (M) | Contact Details: 9435524985 |
| E-mail: utpalsarma.gjc@rediffmail.com princegcc1972@gmail.com | E-mail: golaghatpolytechnic@gmail.com |
| Web: https://golaghatcommercecollege.org | Web: https://www.golaghatpolytechnic.com |

Witness 1


(Dr. Karabi Devi)

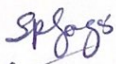
Witness 1


(KABINDRA MUDOI)

Witness 2


(Dr. Rinku Saikia)

Witness 2


(Siddhartha Pratim Fozzi)

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.