

**MEMORANDUM OF UNDERSTANDING (MoU)**

**BETWEEN**

**DR. BIRINCHIKUMAR BOORUAH COLLEGE, PURANIGUDAM, NAGAON,  
ASSAM - 782141**

**&**

**INDUSTRIAL TRAINING INSTITUTE (ITI), NAGAON, ASSAM - 782001**

**FOR**

**DIPLOMA COURSE IN BEAUTY AND WELLNESS**



**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, PLACEMENT,  
SERVICES AND RELATED SERVICES**

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MoU') is entered into on this the 10<sup>th</sup> DAY of - June - Two Thousand and Twenty (10/06/2020), by and between

**Dr. Birinchikumar Booruah College, Puranigudam, Nagaon, Assam - 782141** represented herein by **Dr. Nripen Chandra Das, Principal, Dr. B.K.B. College, Puranigudam** (hereinafter 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

**Industrial Training Institute (ITI), Nagaon, Assam - 782001** and represented herein by **Ambi Ram Malakar, Sr. Principal, Industrial Training Institute (ITI), Nagaon** (hereinafter referred to 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).

(First Party and Second Party are hereinafter jointly referred to as '**Parties**' and individually as '**Party**') as

### WHERE AS:

A) First Party is a Higher Educational Institution named:

(I) **Dr. Birinchikumar Booruah College, Puranigudam, Nagaon, Assam - 782141**

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 and Research.

D) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

E) **Industrial Training Institute (ITI), Nagaon, Assam - 782001**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the

*Nripen Ch. Das*

fields of *Beauty and Wellness, Short Hand, Fitter* - and related fields.

F) **Industrial Training Institute (ITI), Nagaon, Assam - 782001**, the Second Party is promoted by **Directorate of Employment and Craftsmen Training, Ministry of Skill, Employment and Entrepreneurship, Govt. of Assam**.

**NOW THEREFORE, 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 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**

*Nrupen Ch. Das*

2.1 The budding 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:** Second Party will give valuable inputs to the First Party in teaching/training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments/requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial 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 Labs/Workshops/Industrial Sites for the hands-on training of the learners enrolled with the First Party.

2.4 **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.

2.5 **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.

2.6 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.

2.7 **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs.

2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.

*Nripin C. S.*



2.9 There is no financial commitment on the part of the **Dr. Birinchikumar Booruah College, Puranigudam, Nagaon**, 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 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel 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, during which period **Industrial Training Institute (ITI), Nagaon, Assam - 782001**, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of **Training Partner or Industrial Training Institute (ITI), Nagaon, Assam - 782001**, 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

*Nrupen Ch. Das*


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 Nagaon, Assam.

**AGREED:**


  
15/08/2020  
Principal  
Dr. B.K.B. College  
Puranigudam  
Nagaon (Assam)

Dr. Nripen Chandra Das  
Principal  
Dr. B.K.B. College, Puranigudam  
Nagaon, Assam - 782141


  
15/08/2020  
Principal  
Industrial Training Institute  
Nagaon, Assam - 782001

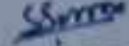
Ambi Ram Malakar  
Sr. Principal  
Industrial Training Institute (ITI)  
Nagaon, Assam - 782001

Name of Institution: Dr. B.K.B. College Puranigudam	Name of Industry: Industrial Training Institute (ITI), Nagaon
Address: Puranigudam Nagaon, Assam - 782141	Address: Nagaon, Assam - 782001
Contact Details: 9864489507	Contact Details: 9678965097
E-mails: <a href="mailto:bkb.college@hotmail.com">bkb.college@hotmail.com</a> <a href="mailto:nripenchdas@yahoo.com">nripenchdas@yahoo.com</a>	E-mails: <a href="mailto:itinagaon@rediffmail.com">itinagaon@rediffmail.com</a> <a href="mailto:itinagaonassam@gmail.com">itinagaonassam@gmail.com</a>
Web: <a href="http://www.bkbcollege.in">www.bkbcollege.in</a>	Web: <a href="http://www.itinagaon.com">www.itinagaon.com</a>

Witness 1:   
(Purnim Baikin)  
Accountant, Dr. B.K.B. College  
Puranigudam.

Witness 2:   
(ARIJIT DAS)  
SUPERVISOR

Witness 3:   
(Dr. Abinash Chharali)  
Assistant Professor  
Dr. B.K.B. College, Puranigudam

Witness 4:   
Sankaranda Sarma.  
Jr. Instructor

**MEMORANDUM OF UNDERSTANDING (MoU)**

**BETWEEN**

**DR. BIRINCHIKUMAR BOORUAH COLLEGE, PURANIGUDAM, NAGAON,  
ASSAM - 782141**

**&**

**ROSE BEAUTY CLINIC, NEW MISSION MARKET, NAGAON, ASSAM - 782001**

**FOR**

**CERTIFICATE/DIPLOMA COURSE IN BEAUTY AND WELLNESS**



**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, PLACEMENT,  
SERVICES AND RELATED SERVICES**

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MoU') is entered into on this the 13<sup>th</sup> DAY of - June - Two Thousand and Twenty (13/06/2020), by and between

**Dr. Birinchikumar Booruah College, Puranigudam, Nagaon, Assam - 782141** represented herein by **Dr. Nripen Chandra Das, Principal, Dr. B.K.B. College, Puranigudam** (hereinafter 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

**Rose Beauty Clinic, New Mission Market, Nagaon, Assam - 782001** and represented herein by **Mrs. Dulu Das, Proprietor, Rose Beauty Clinic, New Mission Market, Nagaon** (hereinafter referred to 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).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

### WHERE AS:

A) First Party is a Higher Educational Institution named:

(I) **Dr. Birinchikumar Booruah College, Puranigudam, Nagaon, Assam - 782141**

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 and Research.

D) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

E) **Rose Beauty Clinic, New Mission Market, Nagaon**, the Second Party is engaged in Business, Skill Development and Education in the fields of *Beauty and Wellness and Training* and related fields.

Rose Beauty Pattern  
Room No. 10, First Floor  
Mission Market, Nagaon  
Dr. Nripen Chandra Das, Principal  
Pin-782141

*Dulu Das*

*Nripen Chandra Das*



NOW THEREFORE, 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 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 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.

South County Palomar  
Ranch, 11-12-1981  
Palomar Station, Phase II  
Dr. Hagedorn, 11-12-80  
P. 11-12-80

Wieder das.

Whippen Co. Des

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 students fit into the industrial scenario meaningfully.

2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments/requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial 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 Labs/Workshops/Industrial Sites for the hands-on training of the learners enrolled with the First Party.

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2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.

2.9 There is no financial commitment on the part of the **Dr. Birinchikumar Booruah College, Puranigudam, Nagaon**, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

Dr. Birinchikumar Booruah  
Chairman, First Party  
Mission School Phase II  
Dr. Hage Road, Nagaon  
Pin-781124

Dulal Das

Nrupen Ch. Das

**CLAUSE 3**  
**INTELLECTUAL PROPERTY**

3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel 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, during which period **Rose Beauty Clinic, New Mission Market, Nagaon**, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of **Training Partner** or **Rose Beauty Clinic, New Mission Market, Nagaon**, 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.

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 Nagaon, Assam.

**AGREED:**

*M. Das*  
12/01/2020

Dr. Nripen Chandra Das  
Principal

Dr. B.K.B. College, Puranigudam  
Nagaon, Assam - 782001

*Dulu Das*  
Mrs. Dulu Das  
Proprietor

Rose Beauty Clinic, New Mission Market  
Nagaon, Assam - 782001

Rose Beauty Clinic  
Room No. 10, First  
Mission Market, P.O.  
Dr. Hage Road, Nagaon  
Pin No-782001

Name of Institution: Dr. B.K.B. College, Puranigudam	Name of Industry: Rose Beauty Clinic, New Mission Market, Nagaon
Address: Puranigudam Nagaon, Assam - 782001	Address: Nagaon, Assam - 782001
Contact Details: 9864489507	Contact Details: 6003535714
E-mails: <a href="mailto:bkb.college@hotmail.com">bkb.college@hotmail.com</a> <a href="mailto:nripenchdas@yahoo.com">nripenchdas@yahoo.com</a>	E-mails: <a href="mailto:duludas123.75@gmail.com">duludas123.75@gmail.com</a>
Web: <a href="http://www.bkbcollege.in">www.bkbcollege.in</a>	Web: -----

Witness 1: *Abhinash Bhavali*

Assistant Professor

Dr. B.K.B. College, Puranigudam

Witness 2: *B. Bora*

Rose Beauty Parlor

Witness 3: *B. Bora*

Accountant  
Dr. B.K.B. College  
Puranigudam

Witness 4: *B. Bora*

Rose Beauty Parlor



# **MEMORANDUM OF UNDERSTANDING (MoU)**

**BETWEEN**

**DR. BIRINCHIKUMAR BOORUAH COLLEGE, PURANIGUDAM, NAGAON,  
ASSAM - 782141**

**&**

**MENTOR, P.S. ROAD, AMOLAPATTY, NEAR MATRIX JUNIOR COLLEGE,  
NAGAON, ASSAM, PIN: 782003**

**FOR**

**DIPLOMA COURSE IN BEAUTY AND WELLNESS**



**SKILL PROGRAMMES IN BEAUTY AND WELLNESS**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 15<sup>th</sup> DAY of - June - Two Thousand and Twenty (15/06/2020), by and between

**Dr. Birinchikumar Booruah College, Puranigudam, Nagaon, Assam - 782141** represented herein by **Dr. Nripen Chandra Das, Principal, Dr. B.K.B. College, Puranigudam** (hereinafter 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

**MENTOR, P.S. ROAD, AMOLAPATTY, NEAR MATRIX JUNIOR COLLEGE, NAGAON, ASSAM, PIN: 782003** and represented herein by **Nurul Alam Hazarika, Proprietor, Mentor, Nagaon** (hereinafter referred to 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).

(First Party and Second Party are hereinafter jointly referred to as '**Parties**' and individually as '**Party**') as

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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 entities in themselves desire to sign this MoU for advancing their mutual interests.

E) **MENTOR, P.S. ROAD, AMOLAPATTY, NEAR MATRIX JUNIOR COLLEGE, NAGAON, ASSAM, PIN: 782003**, the Second Party is engaged in Skill Development and Education in the fields of *Beauty and Wellness* - and related fields.

Nurul Alam Hazarika

Nripen Ch. Das

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**SCOPE OF THE MOU**

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Nurul Afom Hagonipa  
Nurpen Co Des

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2.9 There is no financial commitment on the part of the **Dr. Birinchikumar Booruah College, Puranigudam, Nagaon**, 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

#### INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel 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)

*Neeraj Kumar Agarwal*

*Nripin C. Das*



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, during which period **MENTOR, P.S. ROAD, AMOLAPATTY, NEAR MATRIX JUNIOR COLLEGE, NAGAON, ASSAM, PIN: 782003**, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of **Training Partner** or **MENTOR, P.S. ROAD, AMOLAPATTY, NEAR MATRIX JUNIOR COLLEGE, NAGAON, ASSAM, PIN: 782003**, 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.

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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.

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

Page 5 of 7

Nurul Afroz Hagarbar.

Nrupen C. Das

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 Nagaon, Assam.

**AGREED:**



*[Signature]*  
15/06/2020  
Principal  
Dr. Nripen Chandra Das  
Principal  
B.K.B. College, Puranigudam  
Nagaon, Assam - 782141

*[Signature]*  
15/06/20  
Nurul Alam Hazarika  
Proprietor  
MENTOR  
Nagaon, Assam - 782003



Proprietor  
MENTOR  
Nagaon (Assam)

Name of Institution: Dr. B.K.B. College Puranigudam	Name of Institution: MENTOR, NAGAON
Address: Puranigudam Nagaon, Assam - 782141	Address: P.S. Road, Amolapatty, Near Matrix Junior College, Nagaon, Assam, Pin: 782003
Contact Details: 9864489507	Contact Details: 8486671896
E-mails: <a href="mailto:bkb.college@hotmail.com">bkb.college@hotmail.com</a> <a href="mailto:nripenchdas@yahoo.com">nripenchdas@yahoo.com</a>	E-mails: <a href="mailto:nurulalam19@gmail.com">nurulalam19@gmail.com</a>
Web: <a href="http://www.bkbcollege.in">www.bkbcollege.in</a>	Web:

Witness 1: *Abinash Bharali*  
Assistant Professor  
Dr. B. K. B. College, Puranigudam

Witness 2: *Zahra Sultana Hazarika*  
Puranigudam, Gramamukh

Witness 3: *[Signature]*  
Accountant  
Dr. B. K. B. College  
Puranigudam

Witness 4: *M. Bhuyan*  
(Mrs Mine Bhuyan)

# **MEMORANDUM OF UNDERSTANDING (MoU)**

**BETWEEN**

**DR. BIRINCHIKUMAR BOORUAH COLLEGE, PURANIGUDAM, NAGAON,  
ASSAM - 782141**

**&**

**ASSAM YOGA ASSOCIATION (AFFILIATED TO ASSAM OLYMPIC  
ASSOCIATION & YOGA FEDERATION OF INDIA)**

**FOR**

**SKILL COURSE in YOGA**



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 19<sup>th</sup> DAY of - June - Two Thousand and Twenty (19/06/2020), by and between

**Dr. Birinchikumar Booruah College, Puranigudam, Nagaon, Assam - 782141** represented herein by **Dr. Nripen Chandra Das, Principal, Dr. B.K.B. College, Puranigudam** (hereinafter 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

**ASSAM YOGA ASSOCIATION (AFFILIATED TO ASSAM OLYMPIC ASSOCIATION, YOGA FEDERATION OF INDIA)** and represented herein by **SRI PRABHAT CHANDRA BORA** (hereinafter referred to 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).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

### WHERE AS:

A) First Party is a Higher Educational Institution named:

(I) **Dr. Birinchikumar Booruah College, Puranigudam, Nagaon, Assam - 782141**

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 and Research.

D) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

E) **ASSAM YOGA ASSOCIATION (AFFILIATED TO ASSAM OLYMPIC ASSOCIATION, YOGA FEDERATION OF INDIA)**, the Second Party is engaged in Skill Development and Education in the fields of *YOGA* - and related fields.

NOW THEREFORE, 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 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 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:** Second Party will give valuable inputs to the First Party in teaching/training methodology and suitably customize the curriculum so that the students fit into the institutional scenario meaningfully.

2.3 **Institutional Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments/requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its institutional workshop/lab. The Second Party will provide its Labs/Workshops for the hands-on training of the learners enrolled with the First Party.

2.4 **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.

2.5 **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.

2.6 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the Institutional requirement considering the National Occupational Standards in concerned sector, if available.

*Rabindra Kumar Bora*

*Nripin C. Des*

2.7 **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students.

2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.

2.9 There is no financial commitment on the part of the **Dr. Birinchikumar Booruah College, Puranigudam, Nagaon**, 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

#### INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel 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, during which period **ASSAM YOGA ASSOCIATION (AFFILIATED TO ASSAM OLYMPIC ASSOCIATION, YOGA FEDERATION OF INDIA)**, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of **Training Partner** or **ASSAM YOGA ASSOCIATION (AFFILIATED TO ASSAM OLYMPIC ASSOCIATION, YOGA FEDERATION OF INDIA)**, 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.

*Dr. Birinchikumar Booruah*

*Nripin Ch. Das*

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 Nagaon, Assam.

**AGREED:**



*M. Das*  
19/06/2020  
Principal  
Dr. B.K.B. College, Puranigudam  
Nagaon, Assam - 782141

*Prabhat Chandra Bora*  
Sri Prabhat Chandra Bora  
General Secretary  
ASSAM YOGA ASSOCIATION (AFFILIATED  
TO ASSAM OLYMPIC ASSOCIATION, YOGA  
FEDERATION OF INDIA)

<b>Name of Institution:</b> Dr. B.K.B. College, Puranigudam	<b>Name of Institution:</b> ASSAM YOGA ASSOCIATION (AFFILIATED TO ASSAM OLYMPIC ASSOCIATION, YOGA FEDERATION OF INDIA)
<b>Address:</b> Puranigudam Nagaon, Assam - 782141	<b>Address:</b> TELLA POHUKATA, URIAGAON, PIN: 782003 NAGAON, ASSAM
<b>Contact Details:</b> 9864489507	<b>Contact Details:</b> 9435367530
<b>E-mails:</b> <a href="mailto:bkb.college@hotmail.com">bkb.college@hotmail.com</a> <a href="mailto:nripenchdas@yahoo.com">nripenchdas@yahoo.com</a>	<b>E-mails:</b> <a href="mailto:prabhatbora07@gmail.com">prabhatbora07@gmail.com</a> <a href="mailto:assamyogaassociation@gmail.com">assamyogaassociation@gmail.com</a>
<b>Web:</b> <a href="http://www.bkbcollege.in">www.bkbcollege.in</a>	<b>Web:</b>

Witness 1: *Ghanashyam Taid*  
Assistant Professor  
Dr. B.K.B. College, Puranigudam

Witness 2: *Panchee Bora*

Witness 3: *B. B. Taid*  
Accountant  
Dr. B.K.B. College  
Puranigudam

Witness 4: *Abhinash Bora*  
(Dr. Abhinash Bora)  
Assistant Professor  
Dr. B.K.B. College, Puranigudam



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

DR. BIRINCHIKUMAR BOORUAH COLLEGE, PURANIGUDAM, NAGAON,  
ASSAM - 782141

&

NET SKILL FOUNDATION, NAGAON, ASSAM

FOR

DIPLOMA IN COSMETOLOGY



SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, PLACEMENT,  
SERVICES AND RELATED SERVICES

*Shasleen Sarkar*

*Mrigendra C. Das*



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 13<sup>th</sup> DAY of - June - Two Thousand and Twenty (30/07/2021), by and between

**Dr. Birinchikumar Booruah College, Puranigudam, Nagaon, Assam - 782141** represented herein by **Dr. Nripen Chandra Das, Principal, Dr. B.K.B. College, Puranigudam** (hereinafter 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

**Net Skill Foundation, Nagaon, Assam** and represented herein by **Mr. Ehtasham Sarkar, Project Coordinator, Net Skill Foundation, Nagaon, Assam** (hereinafter referred to 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).

(First Party and Second Party are hereinafter jointly referred to as '**Parties**' and individually as '**Party**') as

### WHERE AS:

A) First Party is a Higher Educational Institution named:

(I) **Dr. Birinchikumar Booruah College, Puranigudam, Nagaon, Assam - 782141**

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 and Research.

D) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

E) **Net Skill Foundation, Nagaon, Assam** the Second Party is engaged in Business, Skill Development and Education in the fields of *ASDM, Beauty and Wellness Ssc, Media and Entertainment Ssc and Gramin Development Mission*.

NOW THEREFORE, 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 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 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:** Second Party will give valuable inputs to the First Party in teaching/training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments/requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students

Page 3 of 5

Shashank Sankar

Prasen Ch. Das

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 **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.

2.5 **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.

2.6 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.

2.7 **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs.

2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.

2.9 There is no financial commitment on the part of the **Dr. Birinchikumar Booruah College, Puranigudam, Nagaon**, 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

#### INTELLECTUAL PROPERTY

3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppel 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, during which period **Net Skill Foundation, Nagaon, Assam**, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of **Training Partner** or **Net Skill Foundation, Nagaon, Assam**, 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.

Shasham Sarkar

Nripen Ch. Das



## 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.

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 Nagaon, Assam.

AGREED:

*Dr. Nripen Chandra Das*  
02/08/2021  
Principal  
Dr. B.K.B. College  
Puranigudam  
Nagaon (Assam)

*Ehtasham Sarkar*  
Mr. Ehtasham Sarkar  
Project Coordinator  
Net Skill Foundation  
Nagaon, Assam - 782001



Name of Institution: Dr. B.K.B. College Puranigudam	Name of Industry: Net Skill Foundation Nagaon
Address: Puranigudam Nagaon, Assam - 782141	Address: Nagaon, Assam - 782001
Contact Details: 9864489507	Contact Details: 7002405350
E-mails: hkb.college@hotmail.com nripenchdas@yahoo.com	E-mails: netskillfoundation.office@gmail.com
Web: www.bkbcollege.in	Web: -----

Page 5 of 5

Witness:

1. *Asharali*  
(Dr. Abinash Bharali)
2. *Pallavi Pratima Saikia*

Witness:-

1. *Ashwami Kumar*  
(Ashwami Kumar)
2. *Tausif Uddin Ahmed*