



## MEMORANDUM OF UNDERSTANDING



This Memorandum of Understanding ("MoU") is entered into on the 14<sup>th</sup> December, 2020 ("Effective") by and between **Hatichong College**, having its Campus at Hatichong, Nagaon, Assam – 782142 (hereinafter referred to as "HC"), and **International Computers**, having its Head Office at Morigaon College Road, Opp. Morigaon H. S. & M. P. School, Morigaon, Assam – 782105 (hereinafter referred to as "IC").

WHEREAS, HC ("First Party") is a college affiliated to Gauhati University, established in 1988 and provincialised in 2013.

WHEREAS, IC ("Second Party") is a computer education institute under the Vidyapeeth Educational Trust, registered under the Societies Registration Act, 1860, with Registration No. 245 of 2017.

WHEREAS, any entity that is not a Signatory of this MoU shall be considered a "Third Party."

NOW, THIS MoU aims to capture the understanding reached between HC and IC regarding each other's roles and responsibilities.

### **I) UNDERSTANDING**

Both the Parties under this MoU have agreed to collaborate with each other as below.

#### Scope of the MoU

##### **a) Commitment from IC**

IC shall make available for 24 students of HC a 3-month Computer Certificate Course free-of-charge from January, 2021.

##### **b) Commitment from HC**

HC shall select 24 of its students for the aforementioned Course every 3 months, from January, 2021, and bear their entire Course-related expenditure.

### **II) PROPERTY RIGHTS**

Each Party shall continue to own the property owned and developed prior to or independently of this MoU.

#### **PRECLUDED FROM:**

The Parties agree that they are not bound exclusively by this MoU and will be at liberty to enter into any other agreements or arrangements with any Third Party without reference to the other Party in this MoU on the similar program(s).

### **III) CONFIDENTIALITY**

During the term of this MoU, each Party may disclose to the other its Confidential Information. Confidential Information shall mean all information marked "Confidential"



under any similar legend indicating the confidentiality of the information or information which by its nature is confidential, except such information as is (a) previously known to the Receiving Party at the time of Disclosure, or (b) independently developed by or for the Receiving Party and not derived from the Confidential Information supplied by the Disclosing Party or the participation of individuals who have had access to Confidential Information of the other, (c) disclosed to the receiving party by a Third Party without an obligation of confidentiality, (d) in or subsequently comes into the public domain (other than as a result of a breach of this MoU), or (e) required to be disclosed by the Receiving Party by law, regulation, court order or other legal process.

The Receiving Party shall hold such Confidential Information in strict confidence perpetually for the Disclosing Party and shall not use it except in furtherance of the relationship set forth in this MoU, or except as it may be authorized by the Disclosing Party in writing. The Receiving Party shall further be responsible for the compliance of the foregoing by its employees or agents. Upon the Disclosing Party's written request at any time, or following the completion or termination of this MoU, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement including all copies, portions and summaries thereof.

#### IV) TERM

This MoU shall be valid from the Effective Date and shall remain in force for **5 years** from the Effective date, unless terminated earlier by either Party as provided herein below.

Either Party may terminate this MoU by giving thirty (30) days' notice to the other Party. On Termination, each Party shall return to the other Party all such confidential and proprietary information, documents and reference material of the other Party in its possession.

All such obligations and terms of this MoU that are required to survive the Termination of this MoU shall survive such Termination.

#### V) POINTS OF CONTACT

The Parties agree that the following persons (or their respective Nominees) shall be the Points of Contact for the Parties:

Point of Contact for HC: **Luit Hazarika, Principal**

([luitthazarika7@gmail.com](mailto:luitthazarika7@gmail.com); +91-9401319556)

Point of Contact for IC: **Firdoursour Rahman, Director**

(+91-8876792484)

#### VI) RELATIONSHIP OF THE PARTIES

Neither this MoU, nor any activities described herein, shall be construed as creating any partnership, joint venture, franchise, agency or other such relationship except the one(s) stated in this MoU. Neither Party is authorized, in any manner, to make any commitment on behalf of or to bind the other Party. Both the Parties acknowledge that to execute certain compulsions of this MoU, each Party may engage Third Parties.





#### GOVERNING LAW/ARBITRATION/VENUE

The laws of India shall govern this MoU. Any disputes between the parties shall be resolved by mutual discussions. Unresolved disputes, if any shall be subject to resolution by Arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as Amended from time to time). The language of the Arbitration shall be English and the decision of the Arbitrator(s) shall be final and binding on the Parties. The venue of Arbitration shall be Nagaon. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Nagaon, for any action or proceeding regarding this MoU.

#### VIII) NOTICES

All notices, requests, demands and other communications under this MoU or in connection herewith shall be given to or made upon the respective Parties as follows:

To IC:

Attention: **The Director, International Computers**  
Address: **Morigaon College Road, Opp. Morigaon H. S. & M. P. School,  
Morigaon, Assam – 782105**  
Phone No.: **+91-8876792484**

To HC:

Attention: **The Principal, Hatichong College**  
Address: **P.O. – Hatichong, P.S. – Jajori, Nagaon, Assam – 782142**  
Email: **hatichongcollege@gmail.com**; Phone No.: **+91-3672-288350**

Or to such other person or addresses as any of the Parties shall have notified to the HC.

All notices, requests, demands and other communications given or made in accordance with the provisions of this MoU shall be in writing by letter or email.

#### IX) NON-SOLICITATION

During the term of this MoU each Party agrees not to hire, recruit, solicit or otherwise employ any employee of the other Party involved in the performance of its obligations pursuant to this MoU without the consent of each Party.

IN WITNESS WHEREOF, each of the Parties hereto have caused this MoU to be duly executed by a duly authorized representative of such party as of the date first above written.

  
14/12/2020  
Principal Vc  
Hatichong College  
Date.....  
**HATICHONG COLLEGE**

By: **Luit Hazarika**  
Title: **Principal**

  
14/12/2020  
Director  
INTERNATIONAL COMPUTERS  
**INTERNATIONAL COMPUTERS**

By: **Firdoursour Rahman**  
Title: **Director**



*Endang Kusumah*

Dr. Endang Kusumah  
Tidur, Antisipasi Perilaku



*Endang Kusumah*

Dr. Endang Kusumah  
Tidur, Antisipasi Perilaku