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21AA 358943

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on 07/12/2018 (Friday), by and between the Sapekhati College, Sapekhati, with an address of Sapekhati College, Sapekhati, District Charaideo, Assam, PIN:785692 And Sonari Commerce College, Sonari with an address of Sonari Commerce College, Sonari, District: Charaideo, PIN:785690, also individually referred to as "Party" and collectively the "Parties"

WHEREAS, the Parties desire to enter into an agreement to Faculty Exchange and student Exchange Programmes; and

WHEREAS, the Parties desire to memorialize certain terms and conditions of their anticipated Endeavour;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

- 1. Purpose and Scope:** The Parties intend for this MOU to provide the foundation and structure for any and all possibly anticipated binding agreement related to Faculty Exchange, Students Exchange, Access to the Libraries of the respective Institutions, Exchange of Course related Study Materials, Jointly organizing subject related Seminars and Workshops and other activities deemed beneficial for the students.

This MOU should not establish or create any type of formal agreement or obligation. Instead, it is an agreement between the Parties to work together in such a manner to encourage an atmosphere of collaboration and alliance in the support of an effective and efficient partnership to establish and maintain objectives and commitments with regards to all matters related to the advancement of learning.

Rejwan Day


Hemanta Kr. Baruah

2. **Objectives:** The Parties agree as follows:
 - a. The Parties shall work together in a cooperative and coordinated effort so as to bring about the achievement and fulfilment of the purpose of the MOU.
 - b. It is not intent of this MOU to restrict the parties to this Agreement from their involvement or participation with any other public or private individuals, agencies, or organizations.
 - c. The Parties shall mutually contribute and take part in any and all phases of the planning and development of the programmes to the fullest extent possible.
 - d. This MOU is not extended to create any right, benefits and /or trust responsibilities by or between the Parties.
 - e. The MOU shall in no way obligate either Party to supply funds to maintain and/or sustain the future endeavours.
3. **Term:** This Agreement shall commence upon the Effective date, as stated above, and will continue until terminated on mutual consent.
4. **Termination:** This Agreement may be terminated at any time by either Party upon 30 days written notice to the other Party.
5. **Representation and Warranties:** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third- party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
6. **Indemnity:** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive, damages, expenses, reasonable legal fees and cost of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
7. **Limitation of Liability:** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOSS BUSSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF APARTY'S NEGLIGENCE OR BREACH.
8. **Severability:** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the reminder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
9. **Waiver:** The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power or privilege.
10. **Entire Agreement:** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the

Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Name Signed:



07/12/2018
Name: Dr. Bipul Dey
Designation: Principal
Sonari Commerce College
Sonari
Date: 07/12/2018



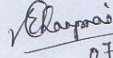
Witness:


1. Mr. Rubul Changmai
Coordinator, IQAC
Sonari Commerce College, Sonari
2. Mr. Atul Ch. Gogoi
Coordinator, IQAC
Sapekhathi College, Sapekhathi

Name Signed


12/2018
Name: Mr. Hemanta Kumar Baruah
Designation: Vice-Principal
Sapekhathi College, Sapekhathi
Date: 07/12/2018

Signature


07/12/2018


7/12/2018