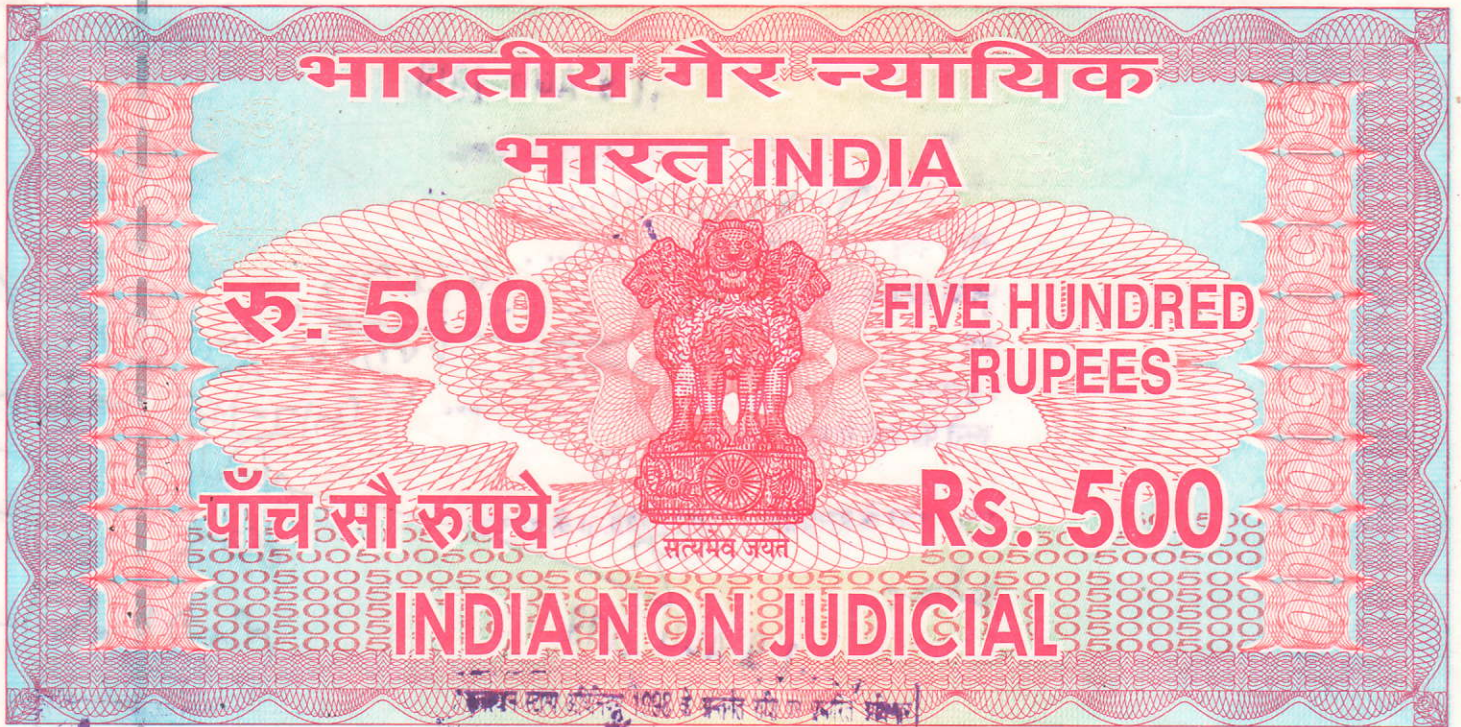
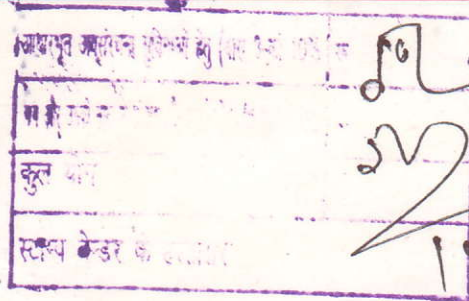




राजस्थान RAJASTHAN



K 466503

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 16th day of September, 2019

BETWEEN

Nalbari Polytechnic, Nalbari the First Party represented herein by its **Principal** (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

Education Wing, Rajyoga Education and Research Foundation, the Second Party, represented herein by its Chairman, **Dr B.K.Mruthyunjaya** (hereinafter referred to as "**Second Party**",

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

Signature of Principal

B.K. Mruthyunjaya

WHEREAS:

- A) First Party is a Higher Educational Institution named:
(i) Nalbari Polytechnic
- 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 particularly Value education and Spiritual education and related matters.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;.
- E) **Rajyoga Education and Research Foundation**, the Second Party is engaged in Spiritual Education and R&D Services in the fields of Value Education and related fields for the last 80 years.
- F) **Rajyoga education and Research Foundation**, the Second Party is promoted by **Brahma kumaris, world wide, a NGO in UNO having consultative status in ECOSOC and UNICEF**

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO 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/experience in Value education of the faculty of the Second Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the First Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The

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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 and capacities by self-empowerment and spiritual skills
- 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, purposefully and effectively.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the First Party to permit the Faculties of the Second Party to visit its in its premises. The exposure provided to the students and faculty through this association will build confidence/ competency prepare the students to have a smooth transition from academic to working career. The Second Party will provide its opportunities 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/ capabilities and make them industry ready by providing spiritual knowledge in experiential learning methodology.
- 2.5 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the need based approach.

Bhupinder

Dr. R. Muthyayyan

- 2.6 There is no financial commitment on the part of the **Rajyoga Education and Research Foundation**, the Second Party to take up any program mentioned in the MoU.

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 **Rajyoga Education and Research Foundation**, 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 **Rajyoga Education and Research Foundation**, 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.

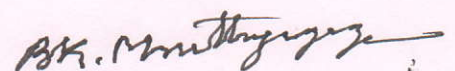
CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 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.

Nalbari Polytechnic, Nalbari
(First Party)

Rajyoga Education and Research
Foundation (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 Nalbari.

AGREED:

For Nalbari Polytechnic

Principal
Nalbari Polytechnic

Bhupendra
Principal
Nalbari Polytechnic
Nalbari

For Rajyoga Education and
Research Foundation

B.K. Pandiamani
Chairman, Education Wing
Mount Abu

Name of Institution: Nalbari Polytechnic	Education wing, Rajyoga Education and Research Foundation
Address: Chandkuchi, Bahjani Mouza, Nalbari, Assam, PIN:781334.	Administrative office: Mount Abu, Rajasthan PIN:307 501 India
Contact Details:	Contact Details
E-mails: nalbaripolytechnic@gmail.com	E-mails: bkpandiamani@gmail.com
Web: www.nalbaripolytechnic.in	Web: www.bkvalueeducation.in

Witness1:

Ramen Kumar Choudhury
Lecturer (SG), Nalbari Polytechnic,
Nalbari (Assam)

Witness1:

Sami
Dr B.K.Pandiamani
The Director, VEP, Mount Abu

Witness2:

Nitisha Bordoloi
Faculty, Electrical Engg Deptt.
Nalbari Polytechnic, Nalbari
Assam

Witness2:

B.K. Jonali
Rajyogini B.K.Jonali
The Centre Incharge, Brahma
Kumaris, Nalbari