

मनिपुर मणिपुर MANIPUR

361189

MEMORENDUM OF UNDERSTANDING

This memorandum of understanding (hereinafter called as the 'MOU') is entered into on this the 19th Day of June Two Thousand and Seventeen (19-06-2017), by and between

IMPHAL COLLEGE, IMPHAL, THE FIRST PARTY, and represented herein by its Principal, **Shri Dr.Ng.Ibotombi Singh**, (hereinafter referred to as "First Party", institution which expression, unless excluded by or repugnant to the subject or context shall include its successors -in-office, administrators and assigns).

AND

THANGJAM AGRO INDUSTRIES, IMPHAL, THE SECOND PARTY, and represented herein by its Proprietor, **Shri Th.Joykumar Singh**, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject 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')

WHEREAS,

(a). **IMPHAL COLLEGE, IMPHAL**, the First Party is a Higher Education Institution.

(b). First Party and 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 in Vocational Courses.

Principal
Imphal College, Imphal
Govt. of Manipur

M/S THANGJAM AGRO INDUSTRIES

Proprietor

(c).The Parties intend to cooperate and focus their efforts on cooperation within area of Skill based Training, Processing, Preservation, Packaging, Marketing and Placement.


(d).Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

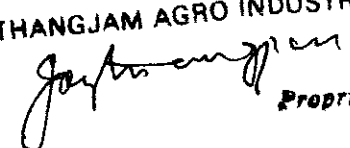
(e). **THANGJAM AGRO INDUSTRIES, IMPHAL**, the Second Party, is engaged in Skill based Training, Processing, Preservation, Packaging, Marketing and Placement in the fields of **Food Processing and Preservation Technology** promoted by its various operators.

(f).The Second Party to give related information, its branches, and dimensional information about the industry concerned with whom the MOU is sworn.

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

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.
2. First Party and Second Party co-operation will facilitate effective utilisation of the intellectual capabilities of the faculty of both the Parties. The Second Party agreed to run Vocational Course in **Food Processing and Preservation Technology** in the facility of the First Party.
3. The budding graduates from the Institution 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.
4. The Second Party will give valuable inputs to the First Party in purchase of equipments/teaching / training methodology and suitably customise the curriculum so that the students fit into industrial scenario meaningfully. The equipments purchased and curriculum developed for the course will be retained by the First Party and will be the sole property of the First Party.
5. The interaction of the Industry and the Institution will give an insight into the latest development / requirements of the industries; the second Party to permit the Faculty and Students of the First Party to visit its group of companies and also involve in Industrial Training Programme for the First Party. The Industry training and exposure provided to 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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6. The Second Party to train the students of the First Party on the emerging technologies in order to bridge skill gap and make them industry ready. Moreover, the Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

7. The Second Party will deliver the training and placement of students of the First Party into Internships / Jobs; and will facilitate placements for 70% of the students. The Second Party will itself absorbs about 30% of the trained students.

8. The First Party and Second Party to obtain all internal approvals, consents, permission, license, and whatsoever nature require for offering programmes on the terms specified herein.

9. The First Party to give remuneration to the Faculties/ Certification Fees/ Assessment Fees of the Second Party on the basis of Common Norms as notified by Ministry of Skill Development and Entrepreneurship dated 15.05.2015 and 20.05.2016. The First Party will release fund to the Second Party in three instalments. The first instalment i.e. 30% on commencement of Training Batch against validated candidates. The second instalment i.e. 50% on successful certification of the trainees. The third instalment i.e.20% based on the positive outcomes and actual placement of 70% of the students.

10. Nothing contained in the 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) or the other Party.

11. This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **THANGJAM AGRO INDUSTRIES, IMPHAL**, 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 **THANGJAM AGRO INDUSTRIES, IMPHAL**, the Second Party after termination by way of communication, correspondence, intention etc shall not be construed as an extension of this MOU.

12. The First Party and Second Party may terminate this MOU upon 30 calendar days' notice in writing. In the event of termination, parties have to discharge their obligations.

14. It is expressly agreed that First Party and Second Party are acting under this MOU as an independent contractors, and the relationship establish 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 other Party, without the prior written consent of the other Party. Neither Party shall have, or 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 Party, to pledges the other Party's credit, or to extend credit on behalf of the other Party.



M/S THANGJAM AGRO INDUSTRIES
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Proprietor

15. Any divergence or differences derived from the interpretation of the MOU shall be resolved by arbitration between Parties as per the Arbitration and Conciliation Act, 1996 and as amended from time to time. The place of arbitration shall be at the District Head Quarters of the First Party. The verdict of the Arbitration Court will be final and binding on both the Parties.


AGREED:

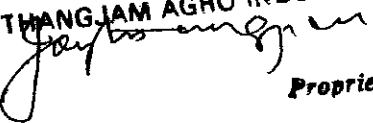
For

For

IMPHAL COLLEGE, IMPHAL
(Kwakeithel, Lamdong, Airpor Road, Imphal)

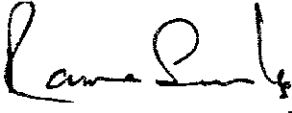
THANGJAM AGRO INDUSTRIES, IMPHAL
(Chingmeirong East, Imphal East District)

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Principal
Imphal College, Imphal
Govt. of Manipur
(Dr. NG. IBOTOMBI SINGH)
Principal, IMPHAL COLLEGE, IMPHAL

M/S THANGJAM AGRO INDUSTRIES

Proprietor

(TH. JOYKUMAR SINGH)
THANGJAM AGRO INDUSTRIES, IMPHAL

WITNESS:

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