

## अरुणांचल प्रदेश ARUNACHAL PRADESH

981762

## MEMORANDUM OF UNDERSTANDING

This agreement is made at Pasighat City on the 16th day of August 2017 between The PRINCIPAL, JAWAHARLAL NEHRU COLLEGE, Pasighat having its office at Hilltop, Pasighat, East Siang District, Arunachal Pradesh herein referred to as The AUTHORITY which expression shall where the context so admit include its Assigns, Executors, Successors, Legal Representatives, Administrators etc. of the first part of the agreement.

## AND

ELAM INDUSTRIES having its office at Industrial Estate, 2nd Mile, Pasighat, East Siang District, Arunachal Pradesh herein referred to as The AGENCY which expression shall where the context so admit include its Heirs, Assigns, Executors, Successors, Legal Representatives, Administrators etc. of the second part of the agreement.

Hereafter referred to collectively as The Parties.

Whereas, Jawaharlal Nehru College, Pasighat being the oldest Institution of Higher Education (Estd. 1964) in the state of Arunachal Pradesh consistent with the demands and objectives of modern times is training focus on the vocational capabilities of its graduates and local entrepreneurs under its capacity building activities besides the awarding of academic degrees.

And Whereas, such an endeavour would require expert Vocational Training and Skill Development of students, staff, invitees and entrepreneurs enrolled/invited in the institution from time to time with the constant support and association of such institutions and agencies capable of doing so.

And Whereas, The Agency has been identified as capable of providing the necessary expertise and collaborating with The Authority in all manners as prescribed in this MoU.

And Whereas, The Authority shall act as or officially delegate the authority to act as the nodal organization for coordination of all matters relating to Vocational Training and Skill Development.

And Whereas, The Authority shall act as or officially delegate the authority to act as the nodal organization for coordination of all matters relating to Vocational Training and Skill Development.

And Whereas the Parties have had discussions on Vocational Training and Skill Development Programmes of Jawaharlal Nehru College, Pasighat and have reached an understanding on the following roles and responsibilities pertaining to the implementation of the objectives.

- OBJECTIVE(S) OF THE MEMORANDUM OF UNDERSTANDING (MoU): The objective of this memorandum of Understanding is to define areas of coordination and collaboration between The Authority and The Agency for Planning, Designing, Operations, Expert Counselling and Hands on Training including seminars, workshops and internships under Vocational Training and Skill Development Programmes.
- AREAS OF COORDINATION AND COLLABORATION: The areas of coordination and collaboration between The Authority and The Agency will be as following;
  - 2.1 Parties will coordinate in areas related to Planning, Designing, Operations, Expert Counselling and Hands on Training including seminars, workshops and internships under Vocational Training and Skill Development Programmes.
  - 2.2 The Agency will provide necessary support to The Authority for undertaking implementation of such projects pertaining to the objective.
  - 2.3 The Agency will endeavour to prioritize its association with The Authority in the manner so prescribed in the MoU as and when the need so arises.
  - 2.4 The Agency will fast track any proposals of engagement with The Authority in the manner so prescribed in the MoU as and when the need so arises.
  - 2.5 The Parties will consult each other and exchange necessary information on matters specific to the MoU for coordination and collaboration purposes.
  - NON-EXCLUSIVITY: The relationship of the Parties under this MoU shall be Non-Exclusive and both the Parties including their Affiliates, Subsidiaries and Divisions are free to pursue other agreements or collaborations of any kind.
  - TERMS AND TERMINATION: This MoU unless extended by Mutual Written Agreement of the Parties, shall expire Five (5) years after the effective date specified in the opening paragraph. This MoU may be Amended, Extended or Terminated by Mutual Written Agreement of the Parties at any time. Either Party shall have the right to Unilaterally Terminate this MoU upon Sixty (60) days prior written notice to the other Party.
  - RELATIONSHIP: Nothing in this MoU shall be construed to make either Party a Partner, an Agent or a Legal Representative of the other for any purpose.
- ASSIGNMENT: Neither Party shall Transfer or Assign this Agreement or Rights or Obligations arising hereunder either wholly or in part to any Third Party, unless otherwise defined in this MoU or agreed in written by both Parties.
- 7. COSTS OF THE MOU: Each Party shall bear the respective costs of carrying out the obligations under this MoU.
- SIGNED IN DUPLICATE: This MoU is Executed in Duplicate with each copy being an Official Version of the Agreement and having Equal Legal Validity.

By SIGNING BELOW, the Parties acting by their duly authorized officers/representatives, have caused this Memorandum of Understanding to be executed, effective as the day and year first above written.

For and Behalf of the First Party
Signature:

Signature:

Name: MOHONTO PANGING
9435189727

Title:

Date: 16/8/17

Witness:

1. LEKI SITANG 8 2. J. R. Padhi

For and Behalf of the Second Party Signature: Name: Jy Mulesur Mod

Title:

Date:

Witness:

ite:

16/8/17

itness:

1. S.D. Choud hurry Stohan

2. S.N. Yadav &