

MEMORANDUM OF UNDERSTANDING (MoU)

STATEMENT OF INTENT

The purpose of this Memorandum of Understanding (MoU) is to set forth a co-operative approach between signatories to this MoU.

This MoU entered into and is effective as on...^{7th} Day...^{April} Month...²⁰²⁴ Year by and between:



Pragjyotish College, Santipur, Guwahati, Assam -781009 hereinafter referred to as 'Pragjyotish College' (which expression unless repugnant to the subject or the context of shall mean and include its successors and assigns) of the **FIRST PART**.

The **FIRST PART, Pragjyotish College**, founded on 1st September 1954, is the first college established in Guwahati, the largest metropolis in Northeast India, after Independence. Guided by the motto "तेजस्विनावधीतमस्" (May our study make us illumined) over several decades, the institute, at present, is a well-known premier postgraduate college imparting higher education in as many as 27 departments which includes 7 postgraduate programmes and has around 4000 regular students making it one of the largest educational institutes of the region in terms of number of admissions. The college believes in all-round development of its students. Apart from excellent academic pursuits, great emphasis is also laid on a range of cocurricular activities, discipline, and character building of the students. Pragjyotish College has a unique distinction - it has a full-fledged NCC unit with three wings - Army (with both boys' and girls' units), Navy and Air. In addition, the NSS, Red Ribbon Club, Bharat Scouts and Guides and the Youth Red Cross of the college provides our students a platform and ample opportunities for social involvement. Over the years, with the active involvement of IQAC, the college has also signed a number of MoUs with national and international institutes resulting in different types of collaborative activities for the ultimate benefit of the students. Students from all the Northeastern states flock to this institute. In its glorious existence of seven decades, the college, as alma mater, has produced a galaxy of eminent personalities from all walks of life. The college celebrated its Diamond Jubilee in 2014. The institute is recognised under Sections 2(f) and 12(B) of UGC and has been accredited by NAAC (2004-09, 2011-16, 2021-26).

Dr. Manoj K. Mahanta

Manoj K Mahanta



Mirai Japanese Learning Center (A Unit of SkyVision Guide Pvt. Ltd., Incorporated in India with Corporate Identity Number: 051030820012323693) was established in 2017 with the purpose of offering specialized language coaching for Japanese language with proficiency not only in writing, reading and speaking Japanese but also regarding the mannerism, culture, business etiquette and business corporate observed in Japan to all people with no age barrier. Its registered office is located at House No.35, Naujan Road, Near Uzan Bazar Bus Stand, Uzan Bazar, Guwahati, Assam 781001

MIRAI JLC also provides placement opportunities to the prospective candidates in Japanese companies worldwide with the availability of huge job vacancies in Japanese Companies. Mirai Japanese Learning Centre located in House No.35, Naujan Road, Near Uzan Bazar Bus Stand, Uzan Bazar, Guwahati, Assam 781001 hereinafter referred to as MIRAI JLC (which expression unless repugnant to the subject or the context of shall mean and include its successors and assigns) of the **SECOND PART.**

The signatories to this MoU are referred to as individually as the PARTY and jointly as the PARTIES in this MoU.

RECITALS

WHEREAS, Consortium of MIRAI JLC, PWO Venture Pvt. Ltd. and "SK Technology" is empaneled with National Skill Development Corporation (NSDC) under Technical Intern Training Program (TITP) of Japan as a Sending Organization (SO) and has adequate credentials, expertise and know-how to execute such projects.

This agreement between above two parties is for all training, placement, education and other Specified Skilled Worker (SSW) or Non-SSW related programs between India and Japan under "Up-skilling youth of Assam by imparting Japanese Language".

Now, therefore, in consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, both the Parties hereby agree as follows:

The role of Pragjyotish College & Mirai Japanese Learning Center under this MoU will be as follows:

The role of Pragjyotish College shall be as under:

1. Pragjyotish College will act as a **NODAL CENTER** in conducting and imparting training for "Upskilling youth of Assam by imparting job-oriented training along with Japanese language and culture."
2. Pragjyotish College will support and co-ordinate Mirai Japanese Learning Center in mobilization of the candidates in identified job role

② *Shamali Kr. Mazumdar*

① *Manoj Kr Mahanta*

for Japan SSW program from students of different colleges and institutes.

3. Pragjyotish College will provide infrastructure for training, conduct interviews and related activities under "Upskilling youth of Assam by imparting Japanese Language" program.
4. Pragjyotish College in implementation of any kind of skill-based programs under this MoU will provide logistics and infrastructure that are readily available in the college premises for additional requirements the other party is to provide necessary surges as per college norms.
5. Pragjyotish College will only be responsible for providing logistics support and will not be responsible against any job placement and candidates whereabouts in Japan.

The role of MIRAI JLC shall be as under:

1. Japanese language training from a level of N5 to N3 would be imparted by Mirai JLC to the mobilized candidates as per the job role demand.
2. Carry out second level screening of the candidates mobilized and trained by Mirai JLC for short-listing suitable candidates to increase probability of their final selection by the Supervisory Organizations (SVOs) and the Implementing Agencies (IAs) in Japan.
3. Monitoring language training and cultural training being imparted by Mirai JLC to ensure quality training.
4. Arrange interview of skilled and under-training/trained candidates by SVOs/ IAs for selection.
5. Arrange Visa and other travel documents of candidates under TITP.
6. Arrange placement with IAs in Japan.
7. Monitor the induction and acceptance of candidates with the employing agency during initial phase.
8. Carry out Supervision and all other services of Locations, hubs, community, agents for mobilization arranged by Mirai JLC
9. Ensure that candidates are properly briefed about working and living conditions in Japan and trained accordingly.

Dr. Anamita Kr. Mazumdar

Dr. Manoj Kr. Mahanta

Fee for Services

Pragjyotish College and Mirai JLC mutually agree in financial terms and conditions as per MoU terms and conditions.

Mirai JLC will transparently share all information relating to Fees collected by it and its network from the candidates to Pragjyotish College.

Mirai JLC will pay an amount of 15% of the training fee per candidate to Pragjyotish College.

Bindings between both the parties

Each Party hereby undertakes to the other Party that it shall ensure that its employees, agents, and sub-contractors shall:

- I. Keep confidential all information of a confidential nature (whether written or oral) concerning this MoU Agreement and the business affairs of another Party that it shall have obtained or received as a result of the discussions leading up to or entering into or performance of this MoU
- II. Not without the prior written consent of the relevant other Party disclose the Information either in whole or in part to any other person save those of its employees, agents and sub-contractors involved in the implementation or evaluation of the Project who have a need to know the same for the performance of their duties;
- III. Use the Information solely in connection with the implementation of the Project and not otherwise for its own benefit or the benefit of any third party.
- IV. Each Party hereby undertakes to the other Parties to make all relevant employees, agents, and sub-contractors aware of the confidentiality of the Information and provisions of this clause and without prejudice to the generality of the foregoing to ensure compliance by such employees, agents, and sub-contractors with the provisions of this clause.

Intellectual Property

All training material, promotional material, forms, certificates, and report by MIRAI JLC either in printed or digital form shared with Pragjyotish College for training purpose will be Intellectual Property of MIRAI JLC and should not be used for the purpose other than defined training. Moreover, the language training materials (for JLPT N5 to N3 level), forms, certificates and other curriculums will solely be provided by Mirai JLC.

Validity Period

The term of this contract shall be for a period of 36 months from the date of its execution, unless terminated in accordance with the provisions of this contract. The contract may be further extended as per satisfaction of both the parties.

Pr. Nagzundun
Pr. Mahabadi

Pr. Mahabadi

ASSIGNMENT

Pragjyotish College shall not assign or otherwise transfer, dispose, or part with any of its rights or obligations hereunder to any person without the prior written consent of MIRAI JLC.

ARBITRATION

The parties here to have also agreed that if any differences or dispute arises between them in relation to this MoU or in respect of construction of clauses hereto regarding rights, relations and obligation between the parties interest or for performance or non -performance or breach of any of the terms and conditions hereof by either party, the matter shall be resolved in good faith through mutual deliberations failing which the matter will be referred to an Arbitrator who shall be appointed by the mutual consent of both the parties and decision of the said Arbitrator shall be final and binding on both the parties hereto.

The place of arbitration shall be GUWAHATI. The arbitration proceeding shall be governed by the Indian Arbitration & Conciliation Act, 1996. The arbitration proceedings shall be in the English language. The arbitral award shall be final and binding on the Parties.

GOVERNING LAW AND JURISDICTION

This MOU and any matter relating to this MOU shall be governed by and construed with respect to laws and regulations in the state of Assam and the country of India.

TERMINATION

Subject to the provisions of this MoU, either Party shall have a right to terminate this Agreement at any time by giving not less than 60 days prior written notice of its intention to do so, to the other Parties.

MIRAI JLC shall have a right to terminate this MoU with immediate effect without assigning any reason thereto, if at any time during the term of this MoU MIRAI JLC is informed or information comes to MIRAI JLC, or if it is so decreed or adjudged by any court, tribunal, or other authority, that the Pragjyotish College is or may be in violation of any Laws including non-performance of service/contractual obligations agreed to be performed by the Pragjyotish College.

NOTICES

Notices or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally, or by legible fax with the original fax being sent the same day by courier addressed to the intended recipient at its address set out below or to such other address or fax number as any Party may from time to time notify to the other Party.

② Bhanu Pr. Nayandhar

① Manoj'kr Mahanta,

Manoj Kumar Mahanta

Signature & Stamp

PRINCIPAL
PRAGJYOTISH COLLEGE
BHARALUMUKH
GUWAHATI - 9

Dr. Manoj Kumar Mahanta

Principal, Pragjyotish College
Pragjyotish Path, Santipur, Guwahati, Assam -781009

SkyVision Guide Pvt. Ltd.

Hemanta Kumar Mazumdar
Director

Signature & Stamp

Hemanta Kumar Mazumdar

Director, Mirai JLC (A unit Of SkyVision Guide Pvt.Ltd.)

House No 35, Naujan Road,
Near Uzan Bazar Bus Stand,
Uzan Bazar,
Guwahati 781001,
Assam

17/04/2024

Signatory in the presence of
Pragjyotish College, Guwahati-7

Namita Das

Signature

Dr. Namita Das

Co-Ordinator IQAC

Pragjyotish College, Guwahati-09

Pragjyotish Path, Santipur, Guwahati, Assam -781009

Coordinator
IQAC

Pragjyotish College
Guwahati-09

Signatory in the presence of

Mr. Niranjana Saikia

Advocate Guwahati High Court

Niranjana Saikia

Signature

Mr. Niranjana Saikia

Advocate

Guwahati High Court

Guwahati, Assam