

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

EASTERN ICONIC TOURS & TRAVELS

Recognized by Ministry of Tourism,

Government of Assam

**Associate Member, Tour Operators Association of
Assam (TOAA)**

&

PRAGJYOTISH COLLEGE

DEPARTMENT OF TOURISM MANAGEMENT

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,

PLACEMENT, RESEARCH & DEVELOPMENT AND

RELATED SERVICES

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 8TH JUNE, 2023, by and between

EASTERN ICONIC TOURS & TRAVELS, HOUSE NO 699, WARD NO 23, TASSADUQUE YUSUF PATH, RATNAPUR, PANIGAON, DIST-NAGOAN (ASSAM), PIN-782003, Mr. Udit Bhanu Barthakur, Proprietor & Director, (hereinafter referred to as "First Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

PRAGJYOTISH COLLEGE, SHANTIPUR, GUWAHATI 781009, ASSAM THE SECOND PARTY, and represented herein by **Dr. Manoj Kumar Mahanta, Principal** (hereinafter referred to as "Second Party", the institution which expression, unless excluded by or repugnant to the subject or context 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') as

WHEREAS:

- A) Second Party is a Higher Educational Institution named:
- (i) **PRAGJYOTISH COLLEGE**
- 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, conferences, Research, & Placements.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) – **EASTERN ICONIC TOURS & TRAVELS** – , the First Party is engaged in Business Consulting, Skill Development, International 7 National Tourism Services in the fields of – *Tourism & Related Industries*.
- F) – **PRAGJYOTISH COLLEGE** –, the Second Party is represented by **Dr. Manoj Kumar Mahanta, Principal, Shantipur, Guwahati 781009** and background of the Company.
- G) 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:

**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 oneanother.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of Second Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the FirstParty.
- 1.3 The general terms of co-operation shall be governed by this MOU. The 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 Diploma, Graduates & Post 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.
- 2.2 **Curriculum Design& Content Development:** First Party will give valuable inputs to the Second Party in training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **On Job Training:** Travel Agency and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the Second Party to involve in On Job Training Programs conducted by the First Party. The On Job Training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The First Party will provide its Office Premises / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the Second Party.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of - - **TOURISM & RELATED INDUSTRIES.**
- 2.5 **Skill Development Programs, Event & Workshops:** First Party to train the students of Seconds Party on the emerging technologies in order to bridge the skill gap and make them industry ready.

- 2.6 **Placement of Trained Students:** First Party will actively engage to help the delivery of the training and placement, entrepreneurship skill development of students of the Second Party.
- 2.7 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.8 There is no financial commitment on the part of the **PRAGJYOTISH COLLEGE**, the Second Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

**CLAUSE 3
INTELLECTUAL PROPERTY**

- 3.1 Nothing contained in this 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) 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 and conditions mentioned in the MoU the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Skill Development, Outcome Based Trainings, Placement, Research & Development And Related Services**, the First 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.

For M/S EASTERN ICONIC TOURS & TRAVELS

Udit Barthakur
First Party PROPRIETOR

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 Second Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Guwahati.

AGREED:

For PRAGJYOTISH COLLEGE For EASTERN ICONIC TOURS & TRAVELS

Mukund
Principal
Authorized Signatory
Pragjyotish College
Guwahati-781009

Udit Barthakur
Authorized Signatory PROPRIETOR

Pragjyotish College	Eastern Iconic Tours and Travels
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Witness 1:

Mukund
Basmali Mahanta

Witness 2:

Udit
Nitinobree Sharma

Witness 3:

Witness 4: