

GOVERNMENT OF NAGALAND
HIGHER & TECHNICAL EDUCATION DEPARTMENT
NAGALAND: KOHIMA

No. HTE/HE/1-39/2022/340

Kohima, dated the 20th May, 2022.

To ✓

The Director,
Higher Education,
Nagaland: Kohima.

Sub: Administrative Approval for signing Memorandum of Understanding MOU between Kohima College Kohima and EDUCENTRE Nagaland..

Madam,

With reference to your letter No.HED/ADMN/MOU-1/2019/354 dated 31st March, 2022, the Undersigned is directed to convey herewith the Administrative approval for signing MOU between Kohima College Kohima and EDUCENTRE Nagaland which is also vetted by Justice and Law Department vide U.O No. 128 dated 19/05/2022.

Moreover, a copy of the draft MOU amended by Justice and Law Department is also enclosed for your necessary action.

Enclosed: As stated above

Yours Sincerely,


20/5/2022

(ALEM YAPANG LONGCHAR)
Deputy Secretary to the Govt. of Nagaland.

H. Dir (H) for n/a
K/Amal
23/5/2022

24/5/22

Babli

Put a forwarding letter
address to the
Principal, Kohima College
24/5/22

भारतीय गैर न्यायिक

पचास
रुपये

रु.50

FIFTY
RUPEES

Rs.50

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

नागालैण्ड NAGALAND

Registration No. 1202/2022

789200

Date 28/07/2022

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after called as the 'MOU') is made between Kohima college, Kohima and referred as 'First Party', represented by DR. RALIMONGLA in the designation of PRINCIPAL to represent the institution. AND

EduCentre School of Business, the Second Party, represented by SEVIELEZO PUTSURE in the designation of DIRECTOR to represent the institution Educentre school of business. (First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

EDUCENTRE
SCHOOL OF BUSINESS

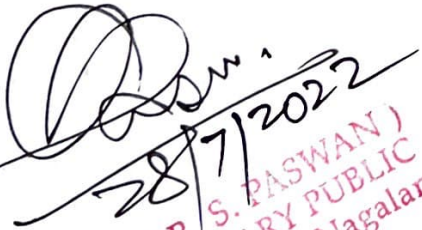
Principal
Kohima College
Kohima

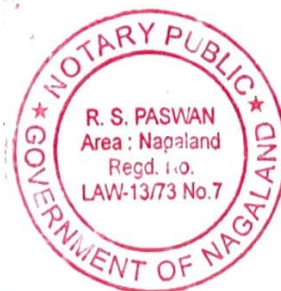
(R. S. PASWAN)
NOTARY PUBLIC
Dimapur : Nagaland

Registration No. 1202/2022
Date 28/07/2022

WHEREAS:

- A. First Party is a Higher Educational Institution named Kohima College, Kohima, Nagaland. The second Party is a training institute recognized under Start up Nagaland, a chosen incubator under the Dept. of industries and commerce, the Govt. of Nagaland. The Educentre School of business, Nagaland.
- 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 Entrepreneurship Based Training and self-employment
- D. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.


28/7/2022
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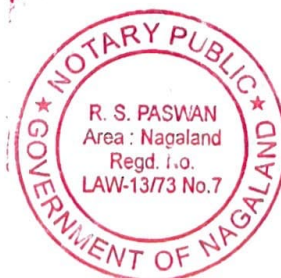

EDUCENTRE
SCHOOL OF BUSINESS



Principal
Kohima College
Kohima


CLAUSE 1 CO-OPERATION

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 utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
3. The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly 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.


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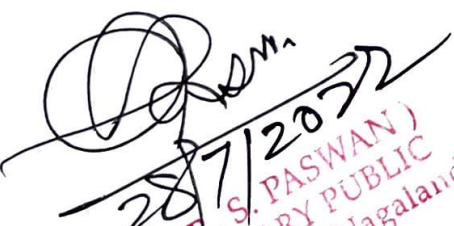


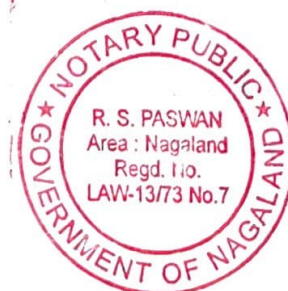

EDUCENTRE
SCHOOL OF BUSINESS


Principal
Kohima College
Kohima

CLAUSE 2 SCOPE OF THE MoU

1. The budding graduates from the institutions could play a key role in entrepreneurship learning, 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. Curriculum Design: Second Party shall 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.
3. Industrial Training & Visits: Industry and Institution interaction shall give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in real life skills for the students to the First Party. The industrial training and exposure provided to students and faculty through this association shall build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party shall provide Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.


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4. Entrepreneurship Development Programs: Second Party to train the students of First Party on the emerging business skills in order to bridge the skill gap and make them future ready.
5. Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the entrepreneurial trends and business acumen skill requirements.
6. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
7. There is a financial commitment on the part of the Kohima College, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it shall be dealt separately.


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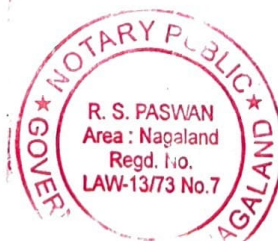
CLAUSE 3 INTELLECTUAL PROPERTY


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

1. This Agreement shall be valid until it is expressly terminated by either Party on mutually agreed terms, during which period Name of Industry, the Second Party, as the case may be, shall take effective steps for implementation of this MOU. Any act on the part of Training Partner or Name of Industry, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be considered as an extension of this MOU.
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.


28/7/2022
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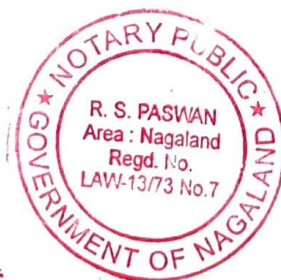
CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

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.

First Party 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 Name of City.


28/7/2022
(R. S. PASWAN)
NOTARY PUBLIC
Dimapur : Nagaland




EDUCENTRE
SCHOOL OF BUSINESS


Principal
Kohima College
Kohima

Registration No.....

1202/2022

Date.....

28/07/2022

AGREED:

Name of Institution

KOHIMA College, KOHIMA

Name on behalf of the Institution

Principal
Kohima College
Kohima

DR. RALIMONGLA

Authorized Signatory

For Name of training partner

EDUCENTRE SCHOOL OF BUSINESS (ESB)

Name on behalf of the training partner

Seyie Lezo PUTSURE

Authorized Signatory

Witness for the of the Institution

KEHEILESA NEIKHA

Authorized Signatory

Vice Principal
Kohima College, Kohima

Witness for the training partner

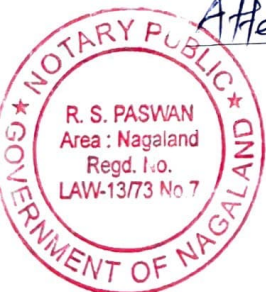
ATSUNG SANGTAM

Authorized Signatory

Witness

Attended Voluntary Program on

5/17/2022 (14th May)



Handwritten signature and date 28/7/2022, with Notary Public Seal for R. S. PASWAN, Dimapur: Nagaland.

EDUCENTRE SCHOOL OF BUSINESS
Principal
Kohima College
Kohima