



MEMORANDUM OF AGREEMENT (MOA)

GENERAL AGREEMENT of ACADEMIC COOPERATION

between

Teaching Learning Centre, Tezpur University, Napaam, Assam
and

Swahid Peoli Phukan College, Namti

This Agreement is executed between Teaching Learning Centre, Tezpur University, Napaam, Assam, India, hereafter referred to as TLCTU and Swahid Peoli Phukan College, Namti, hereafter referred to as SPPC. This Agreement specifically involves the academic cooperation between TLCTU and SPPC for definite period of time.

RECITALS

A. Cordial relations exist between TLCTU and SPPC and

B. Tezpur University and SPPC, hereafter referred to as "both parties", aim to **conduct the following programme** useful to the respective educational institutions. The programmes will primarily promote and facilitate the teaching and learning among practitioners of higher education in and around SPPC. Both parties may also encourage the development of other innovative teaching learning pedagogy for mutual benefit of mutual interest as a result of the programme. This Agreement will specifically expand training opportunities for the participants of the programme.

TERMS

In continuing the relationship already established and for valuable consideration, both parties agree as follows:

1.0 Purpose of the Agreement Definitions.

1.1 The primary objective of this Agreement is to conduct one-time programme (as mentioned below) as agreed by both the parties, with reference to the Tezpur University Notification: "Proposals are invited from Colleges for Conducting Short Term Training Programme on Innovation and Rejuvenation of Teaching in Higher Education" dated August 16, 2018

Title of the Approved Programme: Innovation and Rejuvenation of Teaching in Higher Education (STC) Duration: 6 Days

1.2 "Host Institution" SPPC is a part to this Agreement that arranges to offer academic and logistical support in order to carry out the programme successfully.

1.3 "Home Institution" (TLCTU) is a part to this Agreement that accepts the responsibility of bearing the financial responsibility as per the **Appendix A** enclosed herewith and

General Understanding Agreement of Academic and Cultural Cooperation between Tezpur University and SPPC



to offer academic and other expert guidelines in conducting the said programme successfully.

1.4 This collaboration is limited to the aforementioned programme only and no other courses and programmes conducted by any of the parties are being covered under this MOA.

1.5 The financial responsibility of the TLCTU is also limited to the aforementioned programme and as per the enclosed Appendix A, and in no way involved in financing any other programme in SPPC

2.0 Term and Termination.

2.1 This Agreement shall take effect on the day of the signing, and will get terminated on the date when the host institution completed all the financial and other formalities as mentioned in clause 3.0 below, unless terminated as provided below.

2.2 If either party fails to follow the terms and conditions of this Agreement, the other party has the right to terminate this Agreement. Termination shall be made only after consultation between the legal representatives of both parties.

2.3 In the event that termination occurs during but before completion of the programme the host institution shall be liable to bear all such cost that have been incurred already, and TLCTU shall not be forced to bear any such financial liability.

2.4 If any controversy or dispute should arise between the parties with respect to the Agreement or performance thereunder, such controversy or dispute shall be submitted to the legal representatives of both parties who shall endeavour to find an amicable settlement of such dispute within fifteen (15) days (or such longer period as may be mutually agreed upon) of submission of the matter to them. Within fifteen (15) days following such consultation the withdrawing party may, by notice in writing to the other, terminate the Agreement effective on the 30th day following the receipt of such notice. If, and only if, the dispute relates to non-payment of monies aimed to be due, does a party have the right to bring an action therefore in a competent court of law.

3.0 Financial Terms

3.1 In order to facilitate the programme TLCTU shall release the approved amount in two instalments. 60% of the approved amount shall be released as the First instalment. The second instalment shall be released after completion of the programme, subject to satisfactory Utilisation Certificate in the relevant format to TLCTU.

3.2 The Head of SPPC or the Drawing and Disbursing Officer of SPPC shall be responsible for strict financial discipline while spending the amount on behalf of the organiser.

3.3 The Utilisation Certificate (UC) as submitted by the SPPC subject to audit as deemed fit by the competent authority at Tezpur University and the signatories on such



UCs are liable to present relevant documents in case the auditors summon such documents.

3.4 Lodging and boarding facilities for outstation participants should be offered by the Host Institution free of charge, which shall not exceed the prescribed limit by the UGC. A maximum of Rs. 2000/- can be reimbursed to the outstation participants as TA, on production of *genuine* ticket. However, air travel is not permissible. The Host Institution shall not charge any fees from the participants.

3.5 The host Institution shall strictly adhere to the norms currently in force while allowing expenditure as mandated by Tezpur University as well as the University Grants Commission, New Delhi.

4.0 Academic Standard.

4.1 The programme conducted as a result of this Agreement shall be of highest academic standard. SPPC, shall take necessary measures in order to achieve this in guidance from the TLCTU.

4.2 The Host Institution shall invite participation from among the teaching staff from the host institution itself as well as from nearby institutions.

4.3 The Host Institution shall ensure that highly motivated and enthusiastic participants in optimum number be selected for the programme. While doing so it must be ensured that the per participant cost remain reasonably minimum.

4.4 In case the programme involves appointment of Resource Persons such persons should be of eminence (or eminent in his/her field of work). In case academicians are involved they should not be less than the rank of Associate Professor (or equivalent rank). The draft list of such Resource Persons identified by the Host Institution should be forwarded to TLCTU for its vetting.

4.5 TLCTU shall help SPPC in identifying and contacting suitable Resource Persons.

4.6 It will be responsibility of the Host Institution to abide by the Guidelines issued by the TLCTU in maintaining the desired academic standard of the programme.

5.0 National Laws, Academic and Disciplinary Rules and Regulations Compliance.

Both parties agree to comply to all applicable national laws. The academic requirements of both institutions shall also be mutually respected and all current, applicable policies covering matters of academic responsibility and social discipline, including institutional rules, regulations and code of conducts, will be followed strictly.

6.0 Non-Discrimination.

The parties agree to comply with all national and local rules, regulations, executive orders, and laws forbidding unlawful discrimination.



7.0 Relationship of the Parties.

This Agreement shall not be construed to create a relationship of partners, brokers, employees, servants or agents as between the parties. The parties of this Agreement are acting as independent entities.

8.0 Non-Assignment.

This Agreement may not be assigned or changed by either party without the advance written consent of the other. This Agreement shall be binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

9.0 Notices.

Administration of this Agreement shall be the responsibility the Office of the Registrar Tezpur University, represented by its Registrar and Mrs. Minu Hazarika, Principal i/c, at the Swahid Peoli Phukan College, Namti. Any additions, changes or deletions must be approved by the legal representatives at both universities. All notices shall be in writing and shall be directed to these individuals as follows:

To TezpurUniversity :Tezpur University, Registrar, P.O. Napaam, 784028, Tezpur, Assam,

T: + (91) 3712 267004E: registrartu@tezu.ernet.in

To the Principal i/c, Swahid Peoli Phukan College, Namti, P.O.- Namtidole, District- Sivasagar, PIN- 785684 Email Id principal@sppcollegenamti.org

Both parties will assign contact person(s) and/or administrative office(s) that are responsible for the execution of this Agreement:

Contact person(s) and/or administrative office(s):

Contact for TU:Prof.M K Sarma, Director, Teaching Learning Centre, Tezpur University, P.O. Napaam, 784028, Tezpur, Assam. T: +91-9435080384;+91-3712275681E:tlc@tezu.ernet.in, www.tezu.ernet.in

Dr. Biman Chandra Borah, Assistant Professor, Department of Education, Swahid Peoli Phukan College, Namti, P.O.- Namtidole, District- Sivasagar, PIN- 785684 Email Id bimanmajuli@rediffmail.com

Force majeure: Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this contract impossible.

Warranty: Each of the parties warrants it has the legal power to enter into this Agreement.

In accordance we sign four (4) copies of this General Understanding Agreement of Academic Cooperation, in English, all contents being identical and valid.



For

Tezpur University

Dr. Biren Das, Registrar

Biren Das

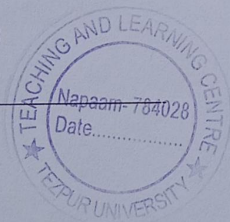
(signature) **Registrar**
Tezpur University
Place and date: **Napaam, Tezpur**

Tezpur University

Dr. M K Sarma
Director, Teaching Learning Centre

Minky Sarma 8/10/18
(signature)

Place and date:



For

Swahid Peoli Phukan College, Namti

Mrs. Minu Hazarika, Principal i/c

Minu Hazarika
08/10/2018

(signature) **Principal i/c**
Place and date: **S.P.P. College, Namti**

Swahid Peoli Phukan College, Namti

Dr. B C Borah, Coordinator of the Programme
Designation: Asstt. Professor

Borah Borah
8.10.2018

(signature)

Place and date: **(Namti)** -