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23AA 713055

MUTUAL ACADEMIC AND EDUCATIONAL COOPERATION AGREEMENT

This Mutual Academic and Educational Cooperation Agreement ("**Agreement**") is made and entered into at Jorhat on this the 12th March, 2021, by and between:

THE ASSAM KAZIRANGA UNIVERSITY, promoted by the North Eastern Knowledge Foundation, an educational Trust registered with the Registrar of Trusts u/s 12AA(1)(b)(i) of the Income Tax Act, 1961, bearing Registration No. – OC 945/12A/CIT/JRT/2008-09 and having its principal office at Koraikhowa, NH-37, Jorhat 785 006, Assam, India (hereinafter referred to as "**KU**", which term shall include its successors and permitted assigns) of the **FIRST PART**;

AND

CHANDRA KAMAL BEZBARUAH (CKB) COMMERCE COLLEGE, JORHAT duly recognised and registered under the laws of the Republic of India and affiliated to Dibrugarh University recognized under Section 2(f) and 12 B of UGC Act having its campus at KB Road, Jorhat: (hereinafter referred to as the "**PARTNER**", which term shall include its successors and permitted assigns) of the **OTHER PART**.

KU and the Partner are hereinafter each individually referred to as "**Party**" and collectively as the "**Parties**".

[Signature]

[Signature]

WHEREAS:

- A. KU is a renowned university duly recognised by the University Grants Commissions located at Koraikhowa, NH-37, Jorhat 785 006, Assam, India;
- B. CKB Commerce College, Jorhat, the Partner is a reputed educational institution affiliated to Dibrugarh University, recognized under Section 2(f) and 12 B of UGC Act; located at KB Road, Jorhat 785 001, Assam, India;
- C. Both Parties wish to enter into this Agreement to promote relations and mutual understanding between themselves in order to develop academic and educational cooperation on the basis of equality and reciprocity between the Parties.

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF THE PREMISES SET FORTH HEREINABOVE AND OF THE MUTUAL COVENANTS AND UNDERTAKING SET FORTH HEREINAFTER, HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. For the purpose of this Agreement, the terms mentioned below, unless the context otherwise requires, shall be construed strictly as per the definitions provided below:

- a) **"Effective Date"** shall mean the date on which this Agreement has been executed;
- b) **"Force Majeure Event"** shall mean any incident beyond the reasonable control of either Party, which impairs it from performing as per the terms and/or providing any deliverables as agreed under the Agreement. Major Incident may include, but not be limited to, act of God, insurrection or civil disorder, religious strife, war or military operations, terrorist act, partial or total strikes, either internal or external, lock-out, epidemic, blockage of means of transport or of supplies, national or local emergency, earthquake, fire, storm, flood, water damage, governmental, regulatory or legal restrictions, acts or omissions of persons for whom the Party is not responsible;
- c) **"Term"** shall have the meaning ascribed to the term in Clause 3.

1.2. Interpretation:

- a) Reference to Recitals, Clauses and Annexures are to the recitals, clauses and annexures of and to this Agreement;
- b) Words importing the singular include the plural; words importing any gender include every gender; and
- c) Headings used in this Agreement are for convenience of reference only and shall not govern or affect in any manner the construction or interpretation of this Agreement including any Recital, Clause or Annexures hereof.

2. SCOPE OF SERVICE

2.1. Both Parties undertake to promote and develop academic cooperation as follows:

- a. Exchange of academic and administrative staff and students;



- b. Extension of students' learning opportunities;
- c. Cooperation in research and the presentation of its results;
- d. Exchange of academic materials, publications and other scientific information; and
- e. Other educational and academic exchanges to which both Parties mutually agree.

3. TERM AND TERMINATION

- 3.1 This Agreement shall commence from the Effective Date and shall continue to be in force for a period of two (2) years thereafter ("**Term**"), unless renewed further or earlier terminated. The Agreement may be renewed or extended by mutual agreement (in writing) between the Parties at any time during the Term.
- 3.2 Notwithstanding anything herein contained, either Party may forthwith terminate this Agreement immediately under any one or more of the following conditions:
- a. in the event of a remediable breach of this Agreement by the other Party that remains uncured for a period of seven (7) days after written notice of breach to the defaulting Party by the aggrieved Party; or
 - b. in the event of any irremediable material breach of this Agreement by the other Party; or
 - c. if the other Party has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy.
- 3.3 Unless otherwise agreed between the Parties (in writing), the termination of this Agreement shall result in the automatic termination of any subsisting Project Statement(s) as on the effective date of termination of the Agreement, except to the limited extent required to fulfil any promises or representations made to students of either Party.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. It is the Parties' intention that the Party creating or developing the Intellectual Property Rights during the Term and in the course of performing its obligations under this Agreement and/or a Project Statement shall own all such Intellectual Property Rights. For the purpose of this Agreement, "**Intellectual Property Rights**" shall mean and include all existing and future copyright rights, trademark rights (including, without limitation trade names, trademarks, service marks, and trade dress), patent rights, trade secrets and all other intellectual property rights, vested or registered, and all renewals and extensions thereof, regardless of whether such rights arise under the laws of any state, country or jurisdiction.
- 4.2. During the Term, each Party grants the other Party a limited, non-exclusive, royalty-free right under this Agreement to use its name and logo for the purposes of public relations and,





Partner in accordance with this Agreement in the year immediately preceding the act giving rise to such liability.

7. CONFIDENTIAL INFORMATION

- 7.1. All Confidential Information of either Party shall be deemed to be confidential to such Party and shall remain the exclusive property of such Party during and after the Term of this Agreement. For the purposes of this Agreement, "Confidential Information" shall mean the non-public, confidential or proprietary technical or business information of a Party, including without limitation (a) proposals, concept papers or research; (b) financial statements and other financial information; (c) student, faculty and staff information of each Party; and (d) the material terms of this Agreement and the relationship between the Parties; provided, however, that save and except those that are set out hereinabove, all other information will be considered confidential only if it is conspicuously designated as "Confidential," or if provided orally, identified at the time of disclosure as confidential, or is provided under circumstances in which the receiving Party should reasonably understand that such information is confidential.
- 7.2. Each Party shall keep in strict secrecy and confidence all Confidential Information of the other Party and shall not during the term of this Agreement or thereafter use the other Party's Confidential Information for its own benefit or disclose or permit any of its employees or agents to disclose, through any medium the other Party's Confidential Information to any other person.
- 7.3. For purposes of this Agreement, Confidential Information shall not include information: (a) that is now or subsequently becomes publicly available without breach of this Agreement by the other Party; (b) that is available to a Party from other sources without any obligation of confidentiality to the other Party; (c) that is already in a Party's possession not subject to an obligation of confidentiality; (d) that is independently developed by a Party without reference to the other Party's Confidential Information; or (e) that is required to be disclosed pursuant to any law, rule or regulation or any order of a court or governmental agency. In the event of (e), such disclosure shall be preceded by written notice from the Party receiving such notice of disclosure to the other Party about the law, rule or regulation, or order requiring the disclosure with enough time to allow such Party to seek appropriate injunctive relief, and shall be limited to the specific request made in such law, rule or regulation or any order.
- 7.4. Both Parties hereby agree that they shall not use and/or incorporate any of the other Party's Confidential Information and/or any work created as an outcome of the provision of the services under this Agreement and/or a Project Statement (including any work-in-progress or prototype thereof) in any services performed, work and/or product created for any third party.
- 7.5. Upon termination or expiration of this Agreement or upon request, each Party shall return all of the other Party's Confidential Information and certify in writing that it has returned all such information and has not kept copies thereof in any medium.

8. REPRESENTATIONS & WARRANTIES

- 8.1. Each Party has full power, financial capability and lawful authority to execute and deliver the Agreement and consummate and perform or cause to be performed all of its obligations under



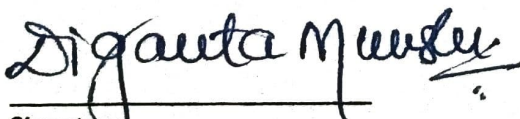
to in this document and any documents which are executed in accordance with the provisions of this document to effect those transactions.

- 9.9. **Assignment:** Neither Party may assign, in whole or in part, the benefits or obligations of the Agreement to any person other than an affiliate without the prior written consent of the other Party.
- 9.10. **Counterparts:** The Agreement may be executed in counterparts, each of which when executed shall constitute an original, but all of which when taken together shall constitute one and the same Agreement.
- 9.11. **Dispute Resolution:** Any dispute arising between the Parties in relation to this Agreement and/or any Project Statement shall be resolved by a sole arbitrator through arbitration under the terms of the Arbitration and Conciliation Act, 1996 at Jorhat, India.
- 9.12. **Governing Law and Jurisdiction:** The Agreement shall be governed and construed in accordance with the laws of the Republic of India. Subject to Clause 9.11, the exclusive jurisdiction and venue for all disputes hereunder will be the courts of Jorhat, Assam and the Parties hereby consent to exclusive jurisdiction of those courts.
- 9.13. **Notices:** Unless otherwise indicated, for the purposes of the Agreement, notices and all other communications provided for in the Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth on the cover page of the Agreement. Either Party may change the addresses for giving notice from time to time by issuing written instructions to the other Party of such change of address by certified mail, return receipt requested, postage prepaid, by courier, or email and shall be effective upon delivery. Notices may also be delivered to the either Party by hand delivery and shall be effective on such delivery to that Party.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement by their duly authorised representatives, on the dates set forth below:

Signed for and on behalf of **THE ASSAM
KAZIRANGA UNIVERSITY**

Signed for and on behalf of **CKB Commerce
College, Jorhat**



Signature

Signature

Name: Dr. Diganta Munshi

Name: Dr. Ranjit Sarma

Designation: Registrar

Designation: Principal

Date: 12/03/2021

Date: 12/03/2021

Registrar

Assam Kaziranga University
NH-37, Koralkhowa Gaon
Jorhat-785006, Assam

Principal
Commerce College
Jorhat