



অসম অসম ASSAM

13AA 793016

MEMORANDUM OF UNDERSTANDING

BETWEEN

The Banking Herald, Guwahati, Assam, 1st Party

AND

Mayong College, RajaMayong, Morigaon, Assam, 2nd Party

1. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the THE BANKING HERALD, Represented by its Director, Mr Uday P. Kanai, whose address is No.10, Rupali Path, RGB Road, Guwahati, Assam, and the MAYONG COLLEGE, Represented by its Principal Dr Mahananda Borah whose address is Rajamayong, Morigaon, Assam.

2. The purpose of this MOU is to establish the terms and conditions under which both the parties will meet and function.

3. This MOU is effective upon this Wednesday, 7th of August, 2019 last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect for not longer than 5 (FIVE) Years. This MOU may be terminated, without cause, by either party upon 6 (SIX) Months written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. That the 1<sup>st</sup> Party will provide Coaching to the students of the 2<sup>nd</sup> Party after they register with the 1<sup>st</sup> Party

Mahananda Borah Uday P. Kanai

5. That the 1<sup>st</sup> Party will provide Coaching in the College premises of the 2<sup>nd</sup> Party with their due permission.
6. That the 2<sup>nd</sup> Party will provide with the information of its students who will register with the 1<sup>st</sup> Party along with due infrastructure in their premises for imparting coaching to their students.
7. That the 1<sup>st</sup> Party will charge a nominal fee as their charge for imparting Coaching from The students of the 1<sup>st</sup> Party. The 1<sup>st</sup> Party will provide all the necessary study materials, online mock test, guidance among other to the students of the 2<sup>nd</sup> party.

4. **General Provisions**

- A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the provisions of the Indian Contract Act, . The Gauhati High Court and its subordinate courts shall have jurisdiction over any action arising out of this MOU and over the parties.
- D. **Entirety of Agreement.** This MOU, consisting of 4 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

Uday Gokesh Khosla

Mahamonde Bosa

- E. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- F. **Sovereign Immunity.** The BANKING HERALD and the MAYONG COLLEGE and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- G. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

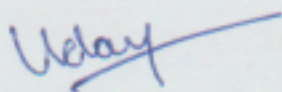
Uday Bhooshan Kanoji

Mahamunda Bora

**Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

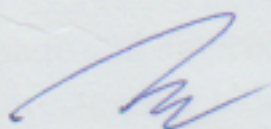
[THE BANKING HERALD]



Name: Uday Prakash Kani

Date: 7<sup>th</sup> August 2019

[THE MAYONG COLLEGE]



Name: DR MAHANANDA BORAH

Date: 7<sup>th</sup> August 2019