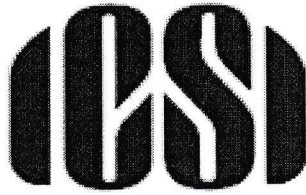


MEMORANDUM OF UNDERSTANDING(MoU)

between



The Institute of Company Secretaries of India, New Delhi

and

Tezpur University, Assam
(a Central University)

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This Memorandum of Understanding (MoU) arrived on this 26 Day of March 2018

between

The Institute of Company Secretaries of India, New Delhi (hereinafter referred to as The ICSI) a professional body constituted under the Company Secretaries Act, 1980 (56 of 1980) for the regulation and Development of the profession of Company Secretaries, and having its Headquarters at ICSI House, 22 Institutional Area, Lodi Road, New Delhi, the **FIRST PARTY**.

and

Tezpur University, Assam (hereinafter referred to as TUA), an NAAC accredited Central University with "A" grade established by an Act of Parliament in 1994, located at Napaam, Tezpur Sonitpur, Assam (784028), the **SECOND PARTY**.

Further ICSI&TUA shall hereinafter be jointly referred to as the Parties.

And whereas:

- I. The Parties have appreciated each other's objectives in promoting Excellence inter alia in common area of interest, imparting knowledge and skills required to operate in the area of education and are desirous of entering into an agreement for mutual benefit and advantage.



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- II. The Parties are also desirous of working together for identifying other areas of mutual co-operation between them.
- III. The Parties hereto are desirous of putting the broad terms of the intentions into a Memorandum of Understanding for the areas identified for co-operation and commit to co-operate to the fullest extent by mutual understanding.
- IV. This MoU is subject to the approval of the respective Governing Councils of the parties hereto and subject to changes as may be desired.
- V. The implementation and/or conduct of a programmes, courses or activities shall be negotiated and determined mutually by the parties.
- VI. The autonomy of each party shall not be diminished, nor constraints be imposed on to carry out the MoU.
- VII. The development and implementation of specific forms of cooperation based on this agreement will be separately established between parties and outlined in executive protocols, specifying the nature of joint activities, financial and other arrangements.
- VIII. **NOW THE MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:**
Both the Parties have hereto identified the following areas where they agree to mutually cooperate to the fullest extent:

- a. ICSI on its part would facilitate the conduct of specialised training programmes in TUA for the faculty members, research scholars and students of TUA on areas of mutual interest by providing experts on its rolls.
- b. TUA on its part would share the expertise of its faculty members as mutually desirable by way of acting as resource persons for training programs or workshops organised by ICSI.
- c. Jointly organise workshops, seminars, continuing education and training programmes and similar academic programmes for practicing professionals, corporate executives & faculty members, research scholars and students of TUA on themes of topical and professional interest on equal surplus/deficit sharing basis.
- d. Regularly exchange journals published by the parties hereto on a complimentary basis with liberty to reproduce in each other's publications, such portion or portions, which may be of interest, subject to acknowledging the source.
- e. Exchange of faculty members as may be mutually agreed subject to convenience of the parties hereto.
- f. Regularly exchange course materials, case studies, research publications and other academic and research inputs.
- g. Undertake joint research projects which are mutually beneficial.
- h. Reciprocate participation in National and International conferences organised by the parties hereto.
- i. Extend help and co-operation in developing curriculum of academic and continuing education programmes, on such terms as may be mutually agreed to including Joint Meeting of Curriculum Development Committees.
- j. Organise programmes jointly for Training of Trainers (ToT) for mutual benefit and advantage.
- k. Any other matter of mutual interest including sharing of facilities like infrastructure, library, reading room etc., as may be mutually agreed.

IX. ICSI Signature Award

The ICSI may award the Signature Awards to the toppers of TUA. Under this Scheme, Top Rank Holder in the B.Com. Examinations and topper of selected programmes/ papers of TUA shall be awarded a Gold Medal and Merit Certificate. Top three rank holders in the aforesaid examinations shall also be eligible for waiver of Registration Fee while registering for the CS Course in Executive Programme.

X. ICSI- Study Centre in the premises of TUA:

The ICSI may utilise the premises of TUAAs the study centre for CS students in the vicinity depending upon the availability of physical space based on decisions taken mutually.

XI. Non Binding Nature of the MoU

Nothing in this MoU shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. The acts/performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under this MoU. The acts performed and action taken by either party that do not fall under the MoU shall have binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained. Also, the MoU does not restrain or preclude parties from entering into similar MoUs with any other organization during currency or the extended currency of this MoU.

That it is expressly understood & agreed between the parties to this MoU that the personnel(s) employed or hired or engaged (permanent/regular/casual/contractual/temporarily/daily wager or whatever be the status/name) by the TUA directly or indirectly for the performance of the obligations under this MoU, shall not be officer of the ICSI for any purpose. None of such person of the Service Provider shall have any right to claim anything against the ICSI.

XII. Terms and Termination of the MOU

The MoU shall come into force immediately upon its signing by the parties. The MoU will be in force for an initial period of five (5) years. MoU may be extended further on the mutually agreed terms. Either party standalone shall not have any right to claim extension or renewal of contract.

- a) This MoU may be terminated by mutual consent of the parties before the aforesaid term of five (5) years.
- b) This MoU can also be terminated by either of the parties by giving advance notice of three (3) months without jeopardizing the ongoing collaborative undertakings.
- c) The implementation and/or continuance of programmes or project established pursuant to this MoU prior to the effective date of termination shall not be affected by the termination of this MoU.

XIII. Indemnification:

Each Party shall, at its own expense, defend, indemnify, and hold the other Party harmless for damages, liabilities, claims, losses, costs, demands, suits, actions, and reasonable expenses (including but not limited to reasonable attorneys' fees and settlement costs) (collectively, "Damages") arising out of or related to any third party suits or claims brought against the indemnified Party (i) arising out of or

related to the indemnifying Party's violation of any applicable laws, gross negligence, or willful misconduct, or (ii) arising out of or related to any physical damage to property, or personal injury or death, caused by the indemnifying Party or any of its Affiliates, participants, officers, directors, and employees.

The indemnifying party shall be granted immediate and complete control of any claim of indemnity and the indemnified party shall not prejudice the indemnifying party's defence of the claim.

The indemnified party shall give the indemnifying party all reasonable assistance at the expense of the indemnifying party on such claim of indemnity.

XIV. Force Majeure

The Party shall not be liable for any failure to perform, any of its obligations under this MoU if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

"Force Majeure Event" means an event which is beyond the reasonable control of the Parties concerned, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

XV. Complete / Entire Agreement:

This MoU constitutes the complete Agreement between the Parties and replace any written or oral Agreement or understanding with respect to the subject matter. Changes, amendments or interpretations of this MoU shall be valid only if they are in writing and signed by both parties, except that each Party may make a change of domicile or change of the name of the person to whom notice shall be sent.

XVI. Amendments

No change, alteration or modification of this MoU shall be valid, unless in writing and signed by both the Parties hereto.

XVI. Representations and Warranties

The Parties represent and warrant that they have relevant authority and permission under the applicable laws/ rules/ notifications or by virtue of the order/ instruction/ directive from the relevant authority to enter into this MoU.

XVII. Non Waiver

Failure to exercise by either party of any right under this MOU in one or more instances shall not constitute a waiver of those rights in another instance. Such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein. A provision or right under this MoU shall not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by both the parties.

XVIII. Severability

If any provision of this MoU is held invalid, unenforceable or illegal for any reason, this MoU will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.

XIX. Assignment & Sub-Letting

Neither party shall assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other.

XX. Notices

All notices notifications, request, consents and other communications required or permitted to be given to either party pursuant to this MOU shall be in writing and in English language. Notices shall be given by registered post/email (return receipt requested), facsimile against confirmed answerback or by personal delivery addressed as follows:

The Institute of Company Secretaries of India

ICSI House,
22, Institutional Area,
Lodi Road, New Delhi -110003

Tezpur University, Assam

Office of the Registrar
Napaam,
TezpurSonitpur, Assam (784 028)

XXI. Headings

The headings used in this MoU are for purposes of convenience only and shall not control the language or meaning of the provision following.

XXII. Confidentiality

Both Parties agree to treat the contents of this MoU and any valuable information provided, developed, found or acquired in the process or performance of this MoU, as confidential and agree and undertake that the Parties shall not disclose the contents of the same to any third party without the prior consent of the other Party unless such information is required to be disclosed under the applicable law, or in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction. In such case of disclosure of confidential information, the disclosing party shall promptly notify the other party in writing of such disclosure.

For purposes of this MoU, "Confidential Information" includes information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its

disclosure or use; and / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

Provided that upon the expiration, cancellation, or termination of this MoU, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.

XXIII. Governing Law

The MoU shall be interpreted in accordance with and governed by the applicable laws in India.

XXIV. Dispute Resolution

It is hereby agreed by and between the parties that if any controversy, dispute or difference shall arise concerning construction, meaning, violation, termination, validity or nullity including without limitation the scope of any Clause or effect of this MoU or any part thereof, or of the respective rights or liabilities herein contained, the Parties shall make an attempt first to resolve the same by discussion or mediation. However, if the Parties hereto fail to resolve the controversy, dispute or difference amicably within 7 (seven) days of commencement of discussions, conciliation or mediation, then any Party shall upon expiry of such period of 15 (fifteen) days be entitled to refer such controversy, dispute or difference to be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force. The language to be used in the mediation and in the arbitration shall be English. In any arbitration commenced pursuant to this clause, (i) the number of arbitrators shall be three; one each nominated by TUA and ICSI and the other chosen by the 2 (two) arbitrators so nominated by TUA and ICSI. The seat, or legal place, of arbitration shall be New Delhi, India. The cost of the Arbitration proceedings shall be shared equally by both the parties.

XXV. Jurisdiction

All disputes arising out of or relating to the MoU shall be deemed to have arisen in New Delhi and only courts having jurisdiction over Delhi shall determine the same.

Signed for and on behalf of

The Institute of Company Secretaries of India



Tezpur University, Assam



CS Makarand Lele
President ICSI
The Institute of Company Secretaries of India
ICSI House, 22, Institutional Area
Lodi Road, New Delhi - 110003 Sonitpur, Assam (784 028)

Dr. Biren Das
Registrar
Tezpur University, Assam
Napaam, Tezpur

Witnesses

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Witnesses

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