

MEMORANDUM OF UNDERSTANDING

BETWEEN

SPM IAS Academy and Majestic Academy, Guwahati, Assam, 1st Party

AND

MC College, Barpeta, Assam, 2nd Party

1. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the **SPM IAS Academy and Majestic Academy**, represented by Mr Gitartha Pratim Bhuyan, whose address is 4th Floor, Times Square Mall, Sundarpur, Guwahati, Assam, and the **MC College, Barpeta**, represented by its Principal Dr. Prakash Sarma whose address is Barpeta, 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, 29th of January, 2025 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 1 (one) Year. This MOU may be terminated, without cause, by either party upon 1 (one) Month written notice, which notice shall be delivered by hand or by certified mail to the address listed above.
4. That the 1st Party will conduct workshop/seminars for the students of the 2nd Party on the topic "Preparation for Competitive Exams".

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.
- C. **Entirety of Agreement.** This MOU, consisting of 2 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

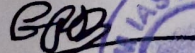
- D. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- E. **Sovereign Immunity.** The **SPM IAS Academy and Majestic A** and the **MC College, Barpeta** 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.
- F. **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 party's 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.
- G. **Responsibility of the Institute.**
1. To enhance the competitive exam preparedness of the students of MC College, Barpeta and the surrounding community.
 2. To commence classes at least two days in a month in six months in a year. (3+3)
 3. To prepare the students' personality and enhance their communication skills for upcoming interviews
- Responsibility of the College**
1. Provide necessary support to the Coaching Institute for scheduling and conducting seminar/workshop.
 2. Encourage students to participate actively in seminar/workshop/guidance session related to government sector exams.
- H. **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.

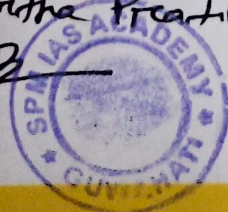
The effective date of this MOU is the date of the signature last affixed to this page.

For, SPM IAS Academy

Date: 29.01.2025

Name: Gitantha Preetim Bhuyan

Signature: 



For, MC College, Barpeta

Date: 29.01.25

Name: Dr. Prakash Sueni

Signature: 

Principal,
Madhab Choudhury College
Barpeta