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MEMORANDUM OF UNDERSTANDING

BETWEEN

BEAUTY & WELLNESS SECTOR SKILL COUNCIL (B&WSSC)

AND

MADHAB CHOUDHURY COLLEGE, PO & DIST-BARPETA, ASSAM, PIN-781301

Executed on this 16 day of February 2020 at New Delhi

PURPOSE AND SCOPE

In recognition of the proven value of skills based teaching in the mainstream education system, **Beauty & Wellness Sector Skill Council** (hereinafter referred to as B&WSSC), a Society registered under the Societies Registration Act, established jointly by the Industry and National Skill Development Corporation of India, having its registered office at 23, Institutional Area, Lodi Road, New Delhi – 110003, and represented by **Ms. Monica Bahl**, CEO, which expression shall unless, repugnant in the context and meaning there of shall mean and include its successors in business, legal representatives permitted assigns, as First Party and

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*Prabhu Sharma*

**Madhab Choudhry College**, having its registered office at **Barpeta Town, Barpeta, Assam** and represented by **Dr. Prakash Sarma** which expression shall unless, repugnant in the context and meaning there of shall mean and include its successors in business, legal representatives permitted assigns as Second Party, establish this MoU as Knowledge Partnership.

The primary purpose of this Memorandum of Understanding ["MoU"] is to extend expertise to each other to contribute to the students & society at large with specific focus on the skill development & training for the beauty & wellness sector.

Following are the areas that are considered as the scope for the association –

1. B&WSSC will support **Madhab Choudhry College, Barpeta Town, Barpeta, Assam** in its training initiatives for conducting the programs, like developing curriculum and materials.
2. Subject to meeting its standard procedure and criteria, B&WSSC will recognize **Madhab Choudhry College, Barpeta Town, Barpeta, Assam** for conducting **Beauty & Wellness course**. B&WSSC will provide necessary support and guidance for preparing the content and, training manuals as per the assessment standards of the NSQF complaint job roles.
3. B&WSSC will provide technical guidance to the **Madhab Choudhry College, Barpeta Town, Barpeta, Assam** to set up wellness training facilities to support the training programs.
4. The training of the trainers (ToT) will be conducted by B&WSSC for **Madhab Choudhry College, Barpeta Town, Barpeta, Assam** (only SSC certified trainer can train the students.). Payment terms for ToT shall be agreed between the two parties prior to each such training.
5. B&WSSC may-undertake Master trainer programs at **Madhab Choudhry College, Barpeta Town, Barpeta, Assam** for the relevant programs in the sector. In consideration to the certification and assessments, the concerned affiliated college, **Madhab Choudhry College, Barpeta Town, Barpeta, Assam** will pay to B&WSSC. Payment terms shall be agreed between the two parties prior to initiating each such program.
6. B&WSSC will assist **Madhab Choudhry College, Barpeta Town, Barpeta, Assam** in implementation of Recognition of Prior Learning schemes allowing students vertical mobility into degree programs.
7. B&WSSC will assist **Madhab Choudhry College, Barpeta Town, Barpeta, Assam** in organising placements, internships, apprenticeship, on the job training, industry visits in collaboration with its various associates and partners.

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8. B&WSSC will recommend **Madhab Choudhury College, Barpeta Town, Barpeta, Assam** to its associates for any activity such as – research projects, corporate training programs, online and distance programs or management development programs.
  9. B&WSSC and **Madhab Choudhury College, Barpeta Town, Barpeta, Assam** agree to present joint activities at events together.
  10. Both the parties may be plan joint events relevant to the sector as organizers.
  11. The **Madhab Choudhury College, Barpeta Town, Barpeta, Assam** will be responsible to ensure that they provide adequate space / room for setting up workshop /lab. B&WSSC to only provide technical assistance for setting up Lab.
  12. The practical assessment and certification of the students of **Madhab Choudhury College, Barpeta Town, Barpeta, Assam** to be conducted by B&WSSC only. Payment terms and conditions are discretion of the SSC.
- Modalities for the areas of cooperation shall be worked out and described individually with mutual consent of the partners keeping regulations, rules, policies and guidelines of each partner in view.

#### COMMUNICATION

Each party will designate a liaison officer to coordinate with each other for this partnership.

Either party may change its designated officer by written notification to the designated liaison officer of the other party. The officers will inform each other of the delegation of duties within the respective institutions' staff for the implementation of programs, and routine communication.

#### RENEWAL, REVIEW, TERMINATION AND AMENDMENT OF THE MOU

- This MoU should be signed by official representatives of both the parties.
- It will be effective from the date of the last signature for an initial period of two years. Thereafter, it shall be automatically extended for an additional period of two years at each expiration date unless either party provides written notice to terminate the MoU a minimum of six months prior to the expiration date.
- Both parties will regularly review the program(s) on a six-monthly basis. The review is essential in order to make appropriate and mutually agreed modifications as may be required and to identify new opportunities for cooperation.

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- Either party reserves the right to withdraw from this MoU by giving six-month written notice to termination. Programs planned or in progress when termination is initiated, will be satisfactorily completed.
- Items not covered by the MoU may be raised and negotiated separately by both parties without abrogating this MoU. Amendments or changes shall be made in writing and signed by the duly authorized representatives of the institutions.
- If any provision of this MoU is found to conflict with any laws, statutes or regulations in force at that point in time, such provision will be null and void, but all other provisions without such conflicts shall remain in effect.
- In case of any misunderstandings, all issues to be discussed and resolved amicably.
- This MoU has been signed in quadruplicate and each institution will receive two copies.
- Jurisdiction of this MoU shall be the courts of Delhi.

#### INTELLECTUAL PROPERTY

- Intellectual property rights (IPR) of existing work products used for activities under scope of this MoU shall remain under ownership of their respective owners. However, in the interest of activities to be carried out under the scope of this MoU, the party owning a work product may assign the other party rights for use / share a work product through a separately documented assignment or undertaking for the purpose.
- IPR for any new work product developed as a part of activities under this association, shall remain vested with B&WSSC.
- For any change in ownership of IPR, both the parties shall carry out necessary modalities prior to initiating such activity leading to creation of a work product.

#### OTHER COVENANTS

- This MoU does not represent any relation such as Principal-Agent or Employer-Employee between the two parties, their employees and affiliates.
- Each party shall maintain confidentiality and integrity of any and all information obtained from the other party as part of this association.
- Both the parties accept exclusive, liability for and shall indemnify the other with respect to and defend and hold the other party harmless from and against all losses, damages, liabilities, costs or expenses, which are caused in the course of execution of any project.

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for B&WSSC



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- Should either Party be prevented from carrying out its obligations as a result of a force majeure (including an act of God or any other situation beyond reasonable control of the Party) event lasting continuously for a period of 30 (thirty) days, either Party shall be entitled, after due consultation with the other Party in an effort to come to a mutually acceptable arrangement, to terminate the Agreement on written notice to the other Party, without liability.



**Ms. Monica Bahl**  
**CEO**  
For Beauty & Wellness SSC

Date:  
Place: New Delhi

**Name: Dr. Prakash Sarma** Principal  
**M.C. College, Barpeta**  
**Designation: Principal**  
Madhab Choudhury College,  
Barpeta Town, Barpeta, Assam  
Date: 25-01-2021  
Place: Barpeta, Assam

**Witnesses:**

**Name: Dr. Eushah Ali**

Signature:

Date and Place: 25-01-2021, Barpeta

**Name: Dr .Bhatima Barman**

Signature:

Date and Place: 25-01-2021, Barpeta