



অসম অসম ASSAM MEMORANDUM OF UNDERSTANDING (MoU) 29AA 787988

between  
L.T.K. College  
Azad, Lakhimpur, Assam

&  
Basudev Mobile Theatre, Lakhimpur, North Lakhimpur  
FOR  
Advance Diploma Course in Acting

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 22nd DAY of - June - Two Thousand and Nineteen (22/06/2019), by and between

L.T.K. College, Azad, North Lakhimpur, The First Party represented herein by its Principal, Dr. Bubul Kr. Saikia (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

Basudev Mobile Theatre, The Second Party, and represented herein by its Proprietor, Mr. Ratul Das, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

- A) First Party is a Higher Educational Institution named:
  - (i) L.T.K. College, Azad, North Lakhimpur
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

Bubul Saikia Ratul Das

Ratul Das  
Bubul Saikia

Ratul Das  
Bubul Saikia

- C) The Parties intend to cooperate and focus their efforts on cooperation within area of Skill Based Training, workshop and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) Basudev Mobile Theatre, the Second Party is engaged in theatrical performance, Training, Skill Development, Workshop and R&D in the fields of performing art Acting, Direction and Dramatic performance .
- F) Basudev Mobile Theatre, the Second Party is promoted by the promoter Mr.Ratul Das, Vill- Gharmora, Mahaijan, P.O.North Lakhimpur,Dist: Lakhimpur, Assam,787001
- G) Give related information, its branches, and dimensional information about the theatre industry concerned with whom the MoU is sworn.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:**

**CLAUSE 1 CO-OPERATION**

Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the theatre industry, the Second Party.

The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

**CLAUSE 2 SCOPE OF THE MoU**

The bonafide under graduates students from the institutions could play a key role in up-gradation, innovation and competitiveness of a theatre industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

Curriculum Design:

Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

Training on performance:

The Theatre Industries and the institution on performance and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its infrastructures' site and also involve in Training Programs for the First Party. The Theatre training and exposure provided to students and faculty through this association will build confidence and prepare the students to

Page : 2 of 4

*Ratul Das*

*Ratul Das*

have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

Research and Development:

Both Parties have agreed to carry out the joint research activities in the fields of - dramatic performance.

Second Party to train the students of First Party on the emerging technics in order to bridge the skill gap and make them skilled performers.

Guest Lectures:

The Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technical trends and in house requirements.

Faculty Development Programs:

The Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.

Placement of Trained Students:

Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 90% of the students. The Second Party will itself absorb at least 80 percentage of the trained students.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

There is no financial commitment on the part of the L.T.K.College,Azad,North Lakhimpur, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

### **CLAUSE 3 INTELLECTUAL PROPERTY**

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

### **CLAUSE 4 VALIDITY**

This Agreement will be valid for three years from this day or until it is expressly terminated by either Party on mutually agreed terms, during which period Basudev Mobile Theatre, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Basudev Mobile Theatre, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU

Both Parties may terminate this MoU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

### **CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES**

5.1 It is expressly agreed that the first Party and the second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

*Robert Seikie*

*Bombal Saikia*

First Party

*Ratul Das*  
Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be settle within the district of the first party at District Head Quarters of the First Party. This undertaking is to be envisaged in accordance with Indian Law with exclusive jurisdiction in the Courts of North Lakhimpur, Assam.

**AGREED:**

For L.T.K.College  
Azad, North Lakhimpur

*(Bombal Saikia)*  
Authorized Signatory

For Basudev Mobile Theatre  
Lakhimpur

*Ratul Das*  
Authorized Signatory

L.T.K College	BASUDEV MOBILE THEATRE
P.O.Azad, Lakhimpur, Assam, 787031	Vill- Gharmaora Mahaijan, Lakhimpur, Assam, 787001
+91 7002115475	+91 7635883451
ltkcollege@yahoo.in	Ratulrinky232@gmail.com
www.ltkcollege.ac.in	

Witness 1:

Witness 2:



असम असम ASSAM

Sl. No. 62  
Date 25 JUN 2019

29AA 792277



BEFORE THE NOTARY PUBLIC :: LAKHIMPUR :: NORTH LAKHIMPUR  
AFFIDAVIT

- Bubul Saikia

- Ratul Das

We, (1) Dr. Bubul Kr. Saikia, Principal, L. T. K. College, Azad, North Lakhimpur, P.O: Azad, P.S: North Lakhimpur, Dist. Lakhimpur (Assam), and (2) Sri Ratul Das, Proprietor, Basudev Mobile Theatre, Vill: Gharmora, P.o. & P.S: North Lakhimpur, Dist. Lakhimpur (Assam), do hereby solemnly affirm and declared as follows :-

1. That, L. T. K. College, Azad, North Lakhimpur is a Higher Educational Institution and Basudev Mobile Theatre is a Theatre Industry engaged in theatrical performance, training of performing Art Acting, Direction and Dramatic performances etc.

This is true to the best of our knowledge and information.

2. That a MEMORANDUM OF UNDERSTANDING was executed between L. T. K. College, Azad, North Lakhimpur and Basudev Mobile Theatre on 22.06.2019.

This is true to the best of our knowledge and information.

Contd....P-2

25/6/19  
Nagen Gogoi  
Notary  
Lakhimpur, NL P-2



असम असम ASSAM

29AA 792278

3. That L. T. K. College, Azad, North Lakhimpur has applied for Advance Diploma Course in Acting before University Grant Commission.

This is true to the best of our knowledge and information.

4. That the details filled up in database are correct and if any incorrect database are found at a later stage then we shall be liable for the same and action may be taken against us.

This is true to the best of our knowledge and information.

That this affidavit shall be used as a peace of evidence before authority concerned to prove the contents of the above paras and we sign this affidavit on this 25th day of June, 2019.



- Birendra Saitine

Solemnly affirm before me by the deponent on being identified by - S. Dutta, Advocate, NL Bar.

Identified by -

*S. Dutta* 25/6/2019  
Advocate, NL Bar

*Ratul Das*  
DEPONENTS

*Nagendra Gogoi*  
NOTARY PUBLIC  
Notary  
Lakhimpur, NLP-2

\*\*\*\*\*



অসম অসম ASSAM

29AA 792201

MEMORANDUM OF UNDERSTANDING (MoU)

between  
L.T.K. College  
Azad, Lakhimpur, Assam  
&

Khoj Sanskritik Goshthi, Lakhimpur, North Lakhimpur  
FOR

B.VOC/Advance Diploma Course in Acting

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 22nd DAY of - June - Two Thousand and Nineteen (22/06/2019), by and between

L.T.K. College, Azad, North Lakhimpur, The First Party represented herein by its Principal, Dr. Bubul Kr. Saikia (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

Khoj Sanskritik Goshthi, The Second Party, and represented herein by its President, Mr. Dayananda Dutta, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

- A) First Party is a Higher Educational Institution named:  
(i) L.T.K. College, Azad, North Lakhimpur  
B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

Bubul Saikia Dayananda Dutta

Page : 1 of 4

Dayananda Dutta

Bubul Saikia

Bubul Saikia

Dayananda Dutta

Bubul Saikia

Bubul Saikia

- C) The Parties intend to cooperate and focus their efforts on cooperation within area of Skill Based Training, workshop and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) Khuj Sanskritik Gosthi, the Second Party is engaged in theatrical performance, Training, Skill Development, Workshop and R&D in the fields of performing art Acting, Direction and Dramatic performance .
- F) Khuj Sanskritik Gosthi, the Second Party is promoted by the President Mr. Dayananda Dutta, Vill & P.O. Azad, Dist: Lakhimpur -787031 (Assam).
- G) Give related information, its branches, and dimensional information about the drama industry concerned with whom the MoU is sworn.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:**

**CLAUSE 1 CO-OPERATION**

Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the theatre industry, the Second Party.

The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

**CLAUSE 2 SCOPE OF THE MoU**

The bonafide under graduates students from the institutions could play a key role in up-gradation, innovation and competitiveness of a theatre industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

Curriculum Design:

Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

Training on performance:

The Drama Industries and the institution on performance and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its infrastructures' site and also involve in Training Programs for the First Party. The Drama training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs /

*Robert Seikhe*

*Dayananda Dutta*

Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

Research and Development:

Both Parties have agreed to carry out the joint research activities in the fields of - dramatic performance.

Second Party to train the students of First Party on the emerging techniques in order to bridge the skill gap and make them skilled performers.

Guest Lectures:

The Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technical trends and in house requirements.

Faculty Development Programs:

The Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.

Placement of Trained Students:

Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 90% of the students. The Second Party will itself absorb at least 80 percentage of the trained students.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

There is no financial commitment on the part of the L.T.K.College,Azad,North Lakhimpur, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

#### **CLAUSE 3 INTELLECTUAL PROPERTY**

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

#### **CLAUSE 4 VALIDITY**

This Agreement will be valid for three years from this day or until it is expressly terminated by either Party on mutually agreed terms, during which period Khoj Sanskritik Goshthi, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Khoj Sanskritik Goshthi, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU

Both Parties may terminate this MoU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

#### **CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES**

5.1 It is expressly agreed that the first Party and the second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

*Handwritten signature*

*Handwritten signature*

First Party

Dayananda Dulla  
Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be settle within the district of the first party at District Head Quarters of the First Party. This undertaking is to be envisaged in accordance with Indian Law with exclusive jurisdiction in the Courts of North Lakhimpur, Assam.

**AGREED:**

For L.T.K.College  
Azad, North Lakhimpur

Authorized Signatory

*(Borbor Seikie)*

For Khoj Sanskritik Goshthi  
Lakhimpur

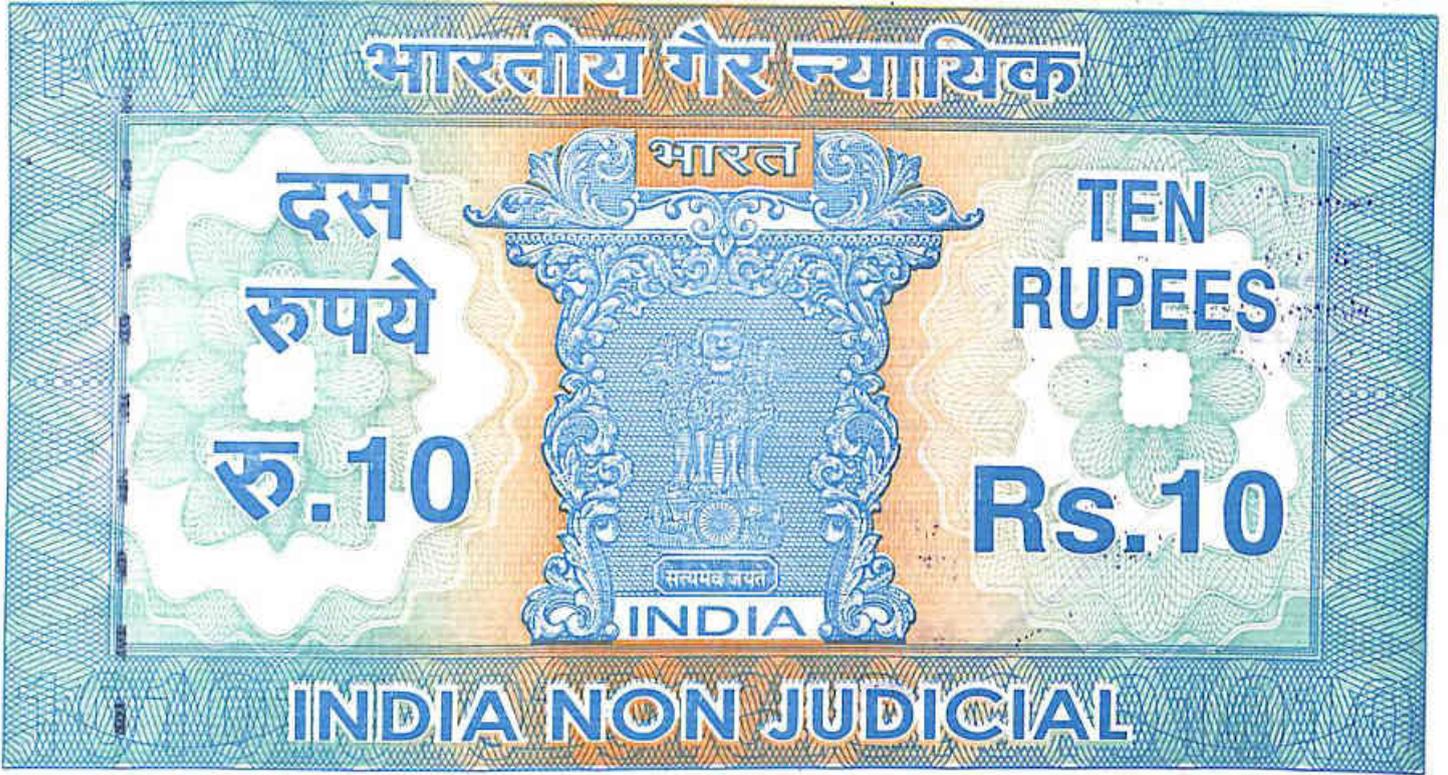
Authorized Signatory

*Dayananda Dulla*

L.T.K College	Khoj Sanskritik Goshthi
P.O.Azad,Lakhimpur,Assam,787031	Vill & P.O. Azad, Dist. Lakhimpur-787031
+91 7002115475	+91 6001717774
ltkcollege@yahoo.in	Dayanandadutta70@gmail.com
www.ltkcollege.ac.in	

Witness 1:

Witness 2:



আম অসম ASSAM

SI. No... 63  
25 JUN 2019  
Date.....

29AA 792279



Bubul Saikia  
Dayananda Dutta

BEFORE THE NOTARY PUBLIC :: LAKHIMPUR :: NORTH LAKHIMPUR  
AFFIDAVIT

We, (1) Dr. Bubul Kr. Saikia, Principal, L. T. K. College, Azad, North Lakhimpur, P.O: Azad, P.S: North Lakhimpur, Dist. Lakhimpur (Assam), and (2) Sri Dayananda Dutta, President, Khoj Sanskritik Goshthi, Vill: & P.O.: Azad, P.S: North Lakhimpur, Dist. Lakhimpur (Assam), do hereby solemnly affirm and declared as follows :-

1. That, L. T. K. College, Azad, North Lakhimpur is a Higher Educational Institution and Khoj Sanskritik Goshthi is a Drama Industry engaged in theatrical performance, training of performing Art Acting, Direction and Dramatic performances etc.

This is true to the best of our knowledge and information.

2. That a MEMORANDUM OF UNDERSTANDING was executed between L. T. K. College, Azad, North Lakhimpur and Khoj Sanskritik Goshthi on 22.06.2019.

This is true to the best of our knowledge and information.

25/6/19  
Nagen Gogoi  
Notary  
Lakhimpur, NLP 2

Contd...p/2

भारतीय गैर न्यायिक

दस  
रुपये

रु.10



TEN  
RUPEES

Rs.10

INDIA NON JUDICIAL

অসম অসম ASSAM

399A 792280

3. That L. T. K. College, Azad, North Lakhimpur has applied for Advance Diploma Course in

Acting before University Grant Commission.

This is true to the best of our knowledge and information.

4. That the details filled up in database are correct and if any incorrect database are found at a later stage then we shall be liable for the same and action may be taken against us.

This is true to the best of our knowledge and information.

That this affidavit shall be used as a piece of evidence before authority concerned to prove the contents of the above paras and we sign this affidavit on this 25th day of June, 2019.



- Bononi Sainie

Rayamanda Sulta

DEPONENTS

Solemnly affirm before me by the deponent on being identified by - S. Dutta, Advocate, NL Bar.

Identified by -

*S. Dutta* 25/6/19  
Advocate, NL Bar

\*\*\*\*\*

*Nagen Gohain*  
25/6/19  
NOTARY PUBLIC  
Nagen Gohain  
Notary  
Lakhimpur, NLP-2