



মেঘালয়া MEGHALAYA

03AA 612006

**1. PREAMBLE**

This MoU is executed on 13 May 2019, between University of Science & Technology Meghalaya (hereinafter called USTM), a leading University in India, imparting education par excellence and CONCORD, the Centre for Management (hereinafter called CONCORD), an organisation created for sharing knowledge and experience, providing Management Solutions and Advisories with its prime motto "Economy & Excellence in Management".

Whereas USTM and CONCORD, desire to have a long-term agreement to collaborate for excellence in the field of education, learning and training interventions keeping in view following objectives mentioned in this MoU on mutually agreed terms and conditions:

**2. OBJECTIVE**

2.1 The main objective of this MoU is to have a long-term association between CONCORD and USTM in various aspects of collaboration on competency development programmes, education, leaning and OD intervention.

**2.2 COLLABORATION ON MANAGEMENT DEVELOPMENT & EDUCATION PROGRAM**

Understanding that the organisations'/Institutions' unique practices are its most critical competitive edge for its growth and its competitive positioning in the fast-changing environment, USTM and CONCORD would work together in delivering programmes on the following areas:

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- i. Design, develop and deliver capacity development program for employees' in the client organisations by identifying the required competencies vis-a-vis the gaps in the existing competencies.
- ii. Collaborate program for senior-level executives in Industries/Corporates in transformational leadership space, delivering an action-oriented outcome program leading to collectivism and effective decision-making for operational excellence.
- iii. Customize Management Development Programmes, education and training in co-ordination with International Institutions, for senior-level personnel of Industries/Corporates/Government Organisations/Institutions, for International exposure in the field of global management practices, education, training & learning initiatives.
- iv. Establish linkages with Industries for continuous interaction, exchange of ideas, knowledge and experience by organising interactive experience-sharing talks with achievers/eminant personalities for bringing in outside perspective on theories with practical relevance, highlighting industry expectations from Institutions in moulding attitude, imbibing values and enhancing competency level of students.
- v. Promotion of knowledge management and organisation learning interventions in Industries and organisations.
- vi. USTM and CONCORD will jointly take up specific project work, studies, surveys and audits as assigned by any organisation/Institutions.

### 2.3. CONCORD'S OFFERINGS

#### I. Foundation Class Certification for Professional Qualities

CONCORD offers its distinctive certification program for students pursuing any professional course of studies. The program will be designed according to the requirement and available time schedule of the Institution. The objective is to groom personal qualities as well as professional qualities in students before launching their careers. The certification will be awarded after imparting the foundation class program, 360 degree appraisal and overall assessment of the students.

- i. Mentoring and coaching through certified International Coach and motivational speakers.
- ii. CONCORD will explore and offer its services in the areas of interventions in social development of people living around the vicinity of USTM as an image building exercise for USTM.
- iii. Formulations of strategy for Management Solutions, innovation, R & D, creativity, organisation change initiatives, HR interventions & advisories.

### 3.0. FACULTY & RESOURCE PERSONS

The faculty will be drawn from CONCORD's team members (both external resources & CONCORD's Internal Experts) and USTM Faculty as well as experts from industry including Government officials, academicians, specialists in respective fields. In order to bring outside-in-perspective, informal interactions with leading experts in India and abroad will also be arranged.

#### 4.0. PROFESSIONAL FEES

The Professional fees for services rendered by CONCORD will be decided at the time of finalisation of programmes after mutual discussion between the Chancellor of USTM and CONCORD's Founder & Director.

#### 5.0. COLLABORATION ON RESEARCH AND R & D ACTIVITIES

USTM and CONCORD agree for collaboration in research and R&D activities wherein areas of mutual interest and benefit will be explored and promoted. Organisation-sponsored research will be explored through the interactions with faculty members of USTM, and senior executives of CONCORD and any other sponsored organisation to jointly identify research problems and the areas of research and R&D activities. Further, the USTM will publish the scholarly papers in classified journals after obtaining due consent from the concerned organisation. Co-authorship, if any, from CONCORD or USTM, will be appropriately mentioned.

#### 6.0. CASE STUDIES

Case studies are an important component of organisational development and training. CONCORD and USTM would jointly identify various areas where the faculty of USTM and CONCORD will document the situations or success story/challenges faced by client organisations through a professional write-up on the case studies. The case studies developed can also be used by the organisation for its internal training programmes. USTM/ CONCORD may also publish the case studies in appropriate leading journals after obtaining consent from the concerned organisation and thereby enhancing the brand visibility of USTM.

#### 7.0. GENERAL CONDITIONS

##### 7.1 FORCE MAJEURE

7.1.1. If either party is temporarily unable, by reason of force majeure, to meet any of its obligations under this MOU and if such party gives to the other party written notice of event within fourteen (14) days after its occurrence, such obligations of the party which he is unable to perform by reason of event shall be suspended for as long as the liability continues.

7.1.2 Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event or the delay arising from such event.

7.1.3 The term "Force Majeure", as employed herein shall mean act of God, strikes, war, civil riots, Fire directly affecting the performance of the MOU, floods, change in law and regulations, not within the control of either party and which by the exercise of due diligence neither party is able to overcome.

##### 8.0 ARBITRATION

8.1 The parties are desirous of resolving all differences/disputes between them relating to or arising out of this agreement, through the Chancellor/ Vice Chancellor of USTM and Founder & MD, CONCORD or their nominated representatives of the respective parties for which the aggrieved party shall give at least thirty days prior notice to other party to resolve all differences/disputes.

8.2 If a difference or dispute which has been referred to for amicable settlement pursuant to clause above remains unresolved, the same shall be referred to arbitration.



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8.3 The arbitration shall proceed in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Guwahati. The Courts at Guwahati shall have exclusive jurisdiction.

**9.0. MODIFICATION IN AGREEMENT**

All/any modification leading to changes in the AGREEMENT shall be considered only when accepted mutually in writing by both USTM and CONCORD by signing an amendment to the AGREEMENT.

**10.0. WAIVERS**

It is fully understood and agreed that none of the terms and conditions of this AGREEMENT shall be deemed waived by either party unless such waiver is executed in writing by the duly authorised agents or representatives of both the parties, the failure of either party to execute any right shall not act as a waiver of such right by such party.

**11.0. NOTICES**

All notices shall be in writing and may be delivered to: For USTM : Registrar, USTM. For CONCORD: Founder & Director.

This MoU shall come into force as soon as it is signed for all purposes and intent and shall, unless earlier terminated by mutual consent, remain in full force.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING ON THE DAY, MONTH & YEAR MENTIONED ABOVE.

For and on behalf of USTM  
Chancellor



**Chancellor  
University of Science & Technology  
Meghalaya**

Witnesses:

1. SIGNATURE

Name :  
Desn:



For and on behalf of CONCORD  
Founder & Director



2. SIGNATURE

Name:  
Desn:

