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Memorandum of Understanding (MoU) with National Academy for Planning and Development (NAPD)

Memorandum of Understanding (MoU)

This agreement for establishment of mutual cooperation is made on this the 14th day of June, 2017

Between

National Academy for Planning and Development, P.S: New Market, Dhaka – 1205, Bangladesh represented by its Director General Kaniz Fatema ndc hereinafter referred to as the First Party.

And

NAPD Alumni Association (NAPDAA), P.S: New Market, Dhaka – 1205, Bangladesh represented by its Secretary General Md. Ataul Haque of House # 5th. Apt # ^{NABabgong}....., Road #, Dhaka hereinafter referred to as the Second Party.

Preamble

Whereas the NAPD started its journey as a development project in 1980 which subsequently became a training academy. Later it becomes a body corporate on 3rd February, 1985.

And Whereas, with the initiation of some ex-students of the academy and NAPD authority, on 10 December, 2010. “NAPD Alumni Association” was constituted as a non-political & non-profitable organization and formed a adhoc committee. Later on Association formed a functional executive committee consisting of 25 members and passed the constitution of the organization. The Alumni Association has its constitution & the objects inter-alia are: (i) to uphold image & tradition of the academy (ii) to protect the over all interests of the academy & welfare of the Alumni and to improve the professional capacity of the member (iii) to undertake research for professional excellence and (iv) to create unity, solidarity and brotherhood among the alumni.

And Whereas the Authorities of the NAPD including the members of its Alumni being and inherent & integral part of the academy are complementary of each other for over all development of the First Party and that the academy since its establishment has been producing hundreds of Alumni every year who are in turn making outstanding contributions in every field of human endeavor and created eternity of the academy spirit.

And Whereas the First Party in consideration of the above and has now agreed to grant permission and leave to the Second Party for a consideration for use of Room No. G – 07 of dormitory building and Second Party has agreed to accept the temporary transfer of the space (G – 07) from the First Party.

And Whereas the Second Party shall use the Room No. G – 07 for its offices and the First Party has agreed to grant the temporary right to the Second Party for such use.



Now, Therefore in consideration of the space and mutual covenants contained herein the parties hereto agree as follows:-

1. The First Party agrees to grant and the Second Party agrees to accept the permission and leave for a consideration for use of the Room No. G – 07 belonging to the First Party in area more or less for the purpose of setting up its Alumni Association Office temporarily.
2. The Second Party shall not make any structural alternations or additions to the Room No. G – 07 of dormitory building except the written approval of the First Party.
3. The intention of the parties by this agreement is to allow the Second Party to use the mentioned room as its office accommodation under the control and supervision of the First Party as owner of the space. The Second Party shall not sub-let any portion of the space occupied by it and shall use the premises only the designated purpose.
4. The First Party will assist the Second Party on the activities of welfare, research, project implementation or any other initiative taken by the second Party unless it is against the interest of the First Party.
5. If required, the First Party reserve the right to make necessary arrangements to vacate the space with a prior notice of 3 months to the Second Party.
6. Any dispute, differences, controversy or claim arising out of or relating to this Agreement between the parties which will be amicably settled by the Parties and if not settled such dispute(s) hereto shall be settled by arbitration shall be within the Metropolitan City, Bangladesh. The award given by the arbitration shall be final, conclusive and binding upon the parties hereto.

In Witnesses Whereof the parties hereto have executed this Memorandum of Understanding (MOU) on the day, month and year first above written.

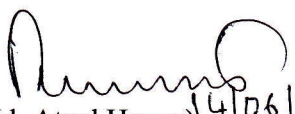
Signed, Sealed and Delivered at Dhaka.



(Kaniz Fatema ndc)
First Party



Witness:

1. 
2. 



(Md. Ataul Haque) 14/06/17
Second Party

Witness:

1. 
2. 
14.6.17