

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Takshashila School of Civil Services, Guwahati, Assam

&

J.D.S.G. College, Golaghat, Assam

Jayanti Gogoi
Principal & Secretary
J.D.S.G. College
Bokakhat



For Takshashila School of Civil Services
VSya Sgn
Proprietor

For Takshashila School of Civil Services
VSya Sgn
Proprietor

Jayanti Gogoi
Principal & Secretary
J.D.S.G. College
Bokakhat



MEMORANDUM OF UNDERSTANDING
Between
Takshashila School of Civil Services
And
J.D.S.G. College

This memorandum of understanding, MOU is made and entered into on the day of 2023 between the **Takshashila School of Civil Services**, 6th Floor, Unique Avenue, Super Market, Dispur, Guwahati-781006 (Assam) herein and thereafter mentioned as TSCS and **J.D.S.G. College, Golaghat, Assam**.

Takshashila School of Civil Services, Guwahati, approached J.D.S.G. College, Golaghat, Assam, to conduct classes for the UPSC-Civil Services Examination and other competitive examinations at their doorstep to help the remote students to avail the facility of coaching at par with the students of metropolitan areas.

1. Preamble:

Takshashila School of Civil Services, Guwahati, provides coaching to individuals who aspire to make their career in the country's Civil Services. For this purpose, the TSCS has established a state-of-the-art facility at its Guwahati head office. The facility includes well-laid classrooms equipped with the latest technology, a library and reading room, and an R&D team to analyse and understand the trends and requirements of the UPSC-Civil Services Examination. TSCS conducts offline and online (live) classes.

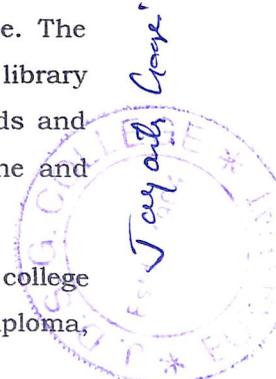
J.D.S.G. College, Golaghat, Assam affiliated with **Dibrugarh University**. The college provides quality education through undergraduate, postgraduate, diploma, certificate, and distance learning programmes to meet the needs of society.

2. Purpose:

This MoU aims to establish the terms and conditions under which both parties agree to engage in an effort to help the student community achieve their career goals and groom them into successful bureaucrats of tomorrow.

3. Responsibilities:

Under this MoU, the responsibilities of the two parties have been agreed upon mutually. **J.D.S.G. College, Golaghat, Assam** will provide classrooms, furniture & fixtures, and electricity for the conduct of classes, whereas the TSCS will provide all the technical support required for the conduct of offline/online classes along with study material, faculty, tests, and any other material or facility required for the smooth delivery of the courses.





To ensure a disciplined environment in the classes, **J.D.S.G. College, Golaghat, Assam** shall provide a class coordinator who shall remain present in the class during the class hours. He/she shall make it sure that all the students are present in the classroom and are taking the class seriously. An arrangement of CCTV camera is required to be installed in the classroom where the students will take online class delivered by Takshashila School of Civil Services.

4. General Provisions:

(a) Amendment:

Either party may initiate a change in the MoU in consultation with the other party. Any change, modification, revision, deletion, or amendment to this MoU which are mutually agreed upon by the parties to this MoU shall be incorporated by a written instrument, and the amendment shall be effective when executed and signed by both the parties to this MoU.

(b) Period of validity:

This agreement shall be valid for a period of five years from the date of its execution by both parties and can be extended beyond five years by mutual agreement by both parties. However, it can be terminated earlier also by giving notice from one party to the other. In the case of the termination of the agreement before the agreed period of five years, the completion of the running courses must be ensured.

(c) Rights and Liabilities

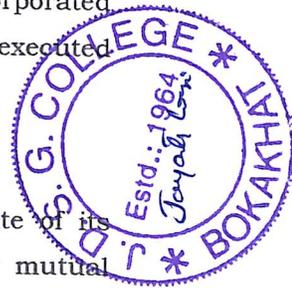
The rights or/and liabilities arising from any part of this MoU shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be agreed upon between the two parties.

(d) Consideration

In consideration of the facilities and logistics provided by the (as mentioned in **Para 3** above under the heading **Responsibilities**), the total revenue generated from the fee collected from the students who have enrolled in the **UPSC-Civil Services Examination and other competitive examinations** for taking classes in the premises of **J.D.S.G. College, Golaghat, Assam** shall be shared between the **J.D.S.G. College, Golaghat, Assam** and TSCS in the ratio of 15 : 85, i.e., 15% shall remain with the **J.D.S.G. College** and the remaining 85% shall go to the TSCS.

(e) Termination

Both parties have the right to terminate this agreement if any party fails to abide by the conditions of the MoU, through a written notice of at least three months, subject to the completion of any course in progress.



(f) **Force majeure**

Neither party shall be held responsible for non-fulfilment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as, but not limited to, acts of God, War, Floods, Earthquake, Strikes, Lockouts, Epidemics, Pandemics, Riots and Civil Commotions etc.

(g) **Arbitration**

Any misunderstanding or dispute between the parties shall be settled by the arbitrator appointed by the mutual agreement of both parties.

(h) **Communication**

The parties to this MoU must give all information/notices under this MoU in writing only, and all communications must be sent to the official e-mail addresses or to such other addresses designated by both parties.

5. **Agreement**

- (a) **J.D.S.G. College, Golaghat, Assam** and TSCS have agreed to collaborate in conducting classes for the preparation of the UPSC-Civil Services Examination or any other competitive examination on the campus of **J.D.S.G. College, Golaghat, Assam** for the better future of students of the **J.D.S.G. College** and neighboring public colleges.
- (b) **J.D.S.G. College, Golaghat, Assam** and TSCS have agreed to share their resources for the purpose mentioned in Para 2 of this MoU, whereby **J.D.S.G. College, Golaghat, Assam** shall provide classrooms, furniture & fixtures, a technical person and a coordinator (for a single point of contact), and electricity for the conduct of classes (offline/online) and the TSCS shall provide technical support, study material, faculty, tests, and any other material or facility required for the smooth delivery of the courses.
- (c) The timings of the classes and other modalities related to the courses shall be decided mutually.
- (d) The course/programme fee shall be decided mutually by Tinsukia Commerce College, Tinsukia, Assam and TSCS. TSCS shall be responsible for collecting the course fee from the students enrolled. The entire cost of the study material, test material and salaries of teaching faculty shall be borne by the TSCS, Tinsukia Commerce College, Tinsukia, Assam shall not be liable for these expenditures.
- (e) The study material, tests, and lecture videos provided to the students shall be the exclusive property of the TSCS and cannot be duplicated, reproduced, or misused (either in part or in whole) by anybody.





- (f) **J.D.S.G. College, Golaghat, Assam** will be free to use the infrastructure, technical or other facilities put up by TSCS in the campus of **J.D.S.G. College, Golaghat, Assam** when TSCS will not use the same.
- (g) The terms and conditions mentioned in this agreement and the conduct of courses run in **J.D.S.G. College, Golaghat, Assam** by TSCS shall be subject to the laws, orders, and directives issued by the government occasionally.

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and delivered this agreement on the day, month and year first above written in the presence of:

For Takshashila School of Civil Services

Principal & Secretary
J. D. S. G. College
Bokakhat

Jayata Gogoi

Biju Pegu
Proprietor

Signature

Signature

Takshashila School of Civil Services

J.D.S.G. College

Name: Mr. Biju Pegu

Name: Dr. Jayata Gogoi

Designation: Director

Designation: Principal

Address: _____

Address: _____

Witness 1

Witness 2

Harban Singh

Chiranjib Dahal

Signature

Signature

Name: HARBAN SINGH

Name: CHIRANJIB DAHAL

Address: TAKSHASHILA

Address: JDSG College, Bokakhat

SCHOOL OF CIVIL SERVICES,

GUWAHATI

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Gratia Technology Private Limited, Guwahati, Assam

&

J.D.S.G. College, Golaghat, Assam



GRATIA TECHNOLOGY
Defining Digitally



Jayabhat
Principal & Secretary
J. D. S. G. College
Bokakhat

Rishi Raju
Director
Gratia Technology Private Limited

Rishi Raju
Director
Gratia Technology Private Limited

Jayabhat
Principal & Secretary
J. D. S. G. College
Bokakhat

MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding (hereinafter called as the 'MOU') entered in to at Guwahati on _____ **2023** by & between

Gratia Technology Private Limited, Guwahati, Assam, Christian Basti, Guwahati, Assam-781005, India

AND

J.D.S.G. College, Golaghat, Assam being the beneficiary of this MOU having one of its campus in Golaghat, Assam 785612 duly represented (hereinafter referred to as **J.D.S.G. College, Golaghat, Assam** which expression shall, wherever the context so permits mean and conclude successors and assigns.)

Whereas

Gratia Technology Private Limited, Guwahati, Assam, an IT Research & Development Company, was founded in the year 2015 and is a global IT services company specializing Speech & IVR Technology Development, System Integration, Sales and Distribution of Multi Brand IT Development, Web and Mobile Solutions, Digital Marketing services, Independent Testing, Application Management Services and Infrastructure Management Services etc.;

Gratia Technology Private Limited, Guwahati, Assam has approached J.D.S.G. College, Golaghat, Assam to be Intitutional privilege member of Gratia Technology Private Limited, Guwahati, Assam to offer the following training programmes to the teachers/researchers/students/non-teaching staffs of the College.

1. MS Excel and its applications in business.
2. Graphic Design
3. Startups & Entrepreneurship
4. Networking, Web Designing & Computer Applications
5. GIS and Remote Sensing Applications
6. Cyber Security Management
7. HTML & CMS Tools

Gratia Technology Private Limited, Guwahati, Assam is also keen on Collaborating with J.D.S.G. College, Golaghat, Assam and is agreeable to enter into this MOU with J.D.S.G. College, Golaghat, Assam as per the terms and conditions set out hereafter.

Now this **MOU witnesses as under**

1. Scope of the MOU

- 1.1 J.D.S.G. College, Golaghat, Assam hereby agrees to become the institutional member of Gratia Technology Private Limited, Guwahati, Assam to obtain its services for the teachers/researchers/students/non-teaching staffs in J.D.S.G. College, Golaghat, Assam.

1.2 Gratia Technology Private Limited, Guwahati, Assam agrees to provide the following services to the teachers/researchers/students/non-teaching staffs of J.D.S.G. College, Golaghat, Assam.

1.2.1 Gratia Technology Private Limited, Guwahati, Assam shall provide Industry relevant Training Programme in the following domain, for the teachers/researchers/students/non-teaching staffs scholars.

- MS Excel and its applications in business.
- Graphic Design
- Startups & Entrepreneurship
- Networking, Web Designing & Computer Applications
- GIS and Remote Sensing Applications
- Cyber Security Management
- HTML & CMS Tools

1.2.2 Gratia Technology Private Limited, Guwahati, Assam shall provide Industry relevant Training Programme for the students, at a nominal cost mutually agreed by both the parties.

1.2.3 Gratia Technology Private Limited, Guwahati, Assam shall make its content accessible through a web portal for the teachers/researchers/students/non-teaching staffs of the institutions.

1.2.4 Gratia Technology Private Limited, Guwahati, Assam would provide assistance in IT Research activities to the teachers by way of supervision and collaboration.

1.3 J.D.S.G. College, Golaghat, Assam shall notify about the programme of Gratia Technology Private Limited, Guwahati, Assam to its departments and assist in the active participation of the teachers/researchers/students/non-teaching staffs.

1.4 J.D.S.G. College, Golaghat, Assam shall provide the following infrastructure at its campus for some of the training programmes, workshops and conferences to be conducted by Gratia Technology Private Limited, Guwahati, Assam.

- 1.4.1. Computer Lab infrastructure (Hardware, software and peripherals)
- 1.4.2. Training room for conducting the training programmes
- 1.4.3. Conference Hall/Seminar Hall/ Auditorium
- 1.4.4. LCD projector and screen

1.5 The teachers/researchers/students/non-teaching staffs of J.D.S.G. College, Golaghat, Assam would attend some special training programmes at Gratia Technology Private Limited, Guwahati, Assam Campus, Guwahati (If interested). Gratia Technology Private Limited, Guwahati, Assam shall provide necessary infrastructure for the conductance of the training programme.

1.6 J.D.S.G. College, Golaghat, Assam hereby undertakes that it shall not utilize the contents, training materials and such other information provided hereunder beyond the scope of this MOU and shall not share such information with any the third parties without the consent of Gratia Technology Private Limited, Guwahati, Assam except for academic activities.



- 1.7 Gratia Technology Private Limited, Guwahati, Assam agrees to provide various domain specific training programmes to the teachers in the university and its colleges on regular basis.
- 1.8 Gratia Technology Private Limited, Guwahati, Assam shall bring industry certified trainers for J.D.S.G. College, Golaghat, Assam on every programme conducted for the teachers/researches/students/non-teaching staffs of the college.
- 1.9 Both the parties shall explore and jointly develop new course for the teachers from time to time, the terms for the same will be discussed as and when required.
- 1.10 Both the parties shall explore to work on specific ICT related research areas as per the industry requirement and agreed upon by both parties.

2. Operation of this MOU

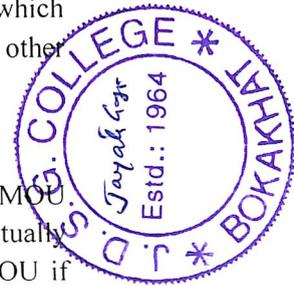
Upon execution of this MOU, Gratia Technology Private Limited, Guwahati, Assam shall communicate to J.D.S.G. College, Golaghat, Assam the training schedules. Thereupon, the parties shall mutually discuss and agree on the operational terms bases on which Gratia Technology Private Limited, Guwahati, Assam would offer its various other services.

3. Validity of this MOU

The validity of this MOU would be for five years from the date of the signing. The MOU may be renewed through a new MOU on completion of five years on such terms mutually agreed between the parties. Both parties shall have the right to terminate this MOU if any of the party does not comply with its obligations under this MOU by issuing 30 days prior notice.

4. Confidentiality

- 4.1 The parties shall treat all information, documents, contents and materials that are specifically declared as confidential pertaining to Gratia Technology Private Limited, Guwahati, Assam or J.D.S.G. College, Golaghat, Assam provided under this MOU as confidential.
 - 4.2 Gratia Technology Private Limited, Guwahati, Assam or J.D.S.G. College, Golaghat, Assam shall not disclose any aspect of any confidential information to any third party in any manner whatsoever other in the normal course of agreed terms under this MOU.
 - 4.3 The confidentiality of information shall survive until the termination of this Agreement.
5. Upon the termination of this MOU, J.D.S.G. College, Golaghat, Assam shall return all the contents, training materials and such other information provided by Gratia Technology Private Limited, Guwahati, Assam under this MOU duly without any undue delay and in cases where such information is not capable of being returned destroys the same and provide a certificate to that to Gratia Technology Private Limited, Guwahati, Assam.



6. Intellectual Property

All the Intellectual Property rights with respect to the programme contents provided by Gratia Technology Private Limited, Guwahati, Assam shall vest with Gratia Technology Private Limited, Guwahati, Assam and upon the termination of this agreement by efflux of time or such other earlier termination, J.D.S.G. College, Golaghat, Assam shall not have the right to use programmes, contents, and such other training materials installed under this MOU and return the same to Gratia Technology Private Limited, Guwahati, Assam.

7. Notices

All notices regarding this agreement shall be by personal delivery or by certified or registered mail postage prepaid or by courier, at the address as either of them may so provide by notice given to the other in the same manner. Any such notices shall be deemed received when actually delivered if personal delivery or three days after delivered to an overnight or express mail facility, if delivered through post.

8. Governing Law

This MOU is made under and shall be governed by and construed under the law of the republic of India under the jurisdiction of the courts at Guwahati.

9. Commercials

It is a Non-Commercial MOU between Gratia Technology Private Limited, Guwahati, Assam and J.D.S.G. College, Golaghat, Assam. The College will provide the infrastructure and space to host the Faculty Development Programmes at their premises.

10. Arbitration

In the event any of any claim, controversy, dispute or difference between the parties, arising out of or in connection with or in relation to this agreement either party will be entitled refer the same to arbitration in accordance with the rules of arbitrators, one to be appointed by Gratia Technology Private Limited, Guwahati, Assam, the other to be appointed by J.D.S.G. College, Golaghat, Assam and the third to be appointed by the two arbitrators appointed by the parties. The award of the arbitrators shall be found and binding on the parties.

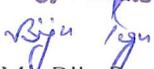
The Arbitration proceedings shall be held at Guwahati.

In witness whereof the parties have executed this MOU on

For
Gratia Technology Private Limited

Guwahati, Assam

Gratia Technology Private Limited


Name: Mr. Biju Pegu
Designation: CEO & MD
Witness 1:  Director


HARBANS SAHA

For
J.D.S.G. College

Golaghat, Assam

J. D. S. G. College
Bokakhat


Name: Dr. Jayanta Gogoi
Designation: Principal
Witness 1: 

CHIRANSIB DAHAL

AGREEMENT

This agreement ("Agreement") made at Delhi on this 6th Day July 2022.

BETWEEN

EARTHCARE OUT REACH TRUST, Earthcare Outreach Trust (ECO), is Charitable Trust registered on 11/10/2010, under section 12 (A) of Income Tax Act ; registration No. DELER 2093 1-11/1 0/2 010-9 and FCRA Registration Number: 231661181, having their registered office at B91 DEFENCE COLONY, 110024 , INDIA hereinafter referred to as "Producer" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assignees) of the **ONE PART**;

AND

Mr. Jayanta Gogoi, s/o Sri Janakeswar Gogoi, Principal, JDSG College
address J.D.S.G. College, Bokakhat, (Assam) 785612
Mob: 9954451703, email address: jdsgcollegelibrary@gmail.com hereinafter referred to as the "Facilitating Partner" (which expression shall, unless it to be repugnant to the context or contrary to the meaning thereof, include its successor and permitted assignees) of the **SECOND PART**.

The Producer and the Facilitating Partner are individually referred to as "Party" and collectively as "Parties".

WHEREAS:

- i. The Producer has finished a Participatory Video Project Called The Kaziranga Project (hereinafter collective referred to as the "Project"), which was funded and supported by the ONGC CSR Initiative completed in April 2022. This was housed in the JDSG College, Bokakhat, Assam.
- ii. The Producer has approached the Facilitating Partner for the safe keeping of the video equipment and accessories in the premises of the JDSG College (hereinafter collective referred to as the "Services").

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Jayanta Gogoi

- iii. and the **Facilitating Partner** has agreed to the same based on the terms and conditions of this Agreement.
- iv. The Parties have agreed to enter into this Agreement in accordance with the terms more specifically laid down hereinafter

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. SERVICES

- 1.1 The Facilitating Partner has agreed to safe keep all the video equipment handed over to the them by the Producer- a signed list of the same already exists with the Facilitating Partner and the Producer. The Facilitating Partner will allow students from time to time to use the equipment for specific purpose of making short videos for the end use of academic and conservation purposes. No commercial end use of videos should be allowed, made using the said set of equipment.
- 1.2 The students who have participated in the **Project** - a list of final participants has been handed over to the Facilitating Partner by the Producer, are allowed to use the video facilities. Added to this list of students, are students of the participating colleges in the **Project**, namely the JDSG, Kaliabor, CNB and Model College, Kaziranga, who shall be allowed to use the equipment.
- 1.3 The process of the permission to grant them use will be routed through the Producer and the Facilitating Partner. The request from the students will be made to the Producer and the Facilitating Partner in a written project proposal with at least two weeks lead time to review and respond. The proposal can be emailed to the Producer at earthcareoutreach@gmail.com Producer will intimate the Facilitating Partner representative to allow specific students, specific equipment for specific days as per the proposal. Any other special request can be made by the Facilitating Partner to the Producer for usage and the Producer holds all rights to decide on the request.
- 1.4 The Producer hold the right to change the terms of the agreement and the services in consultation with the Facilitating Partner or by informing them prior to the change.
- 1.5 The Facilitating Partner will send a 6 monthly report to the Producer, on the usage of the equipment, for a period of three years or till when the Agreement is valid.

Jayanta Gogoi

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1.6 The responsibility of safe keep of the equipment shall lie with the students using the equipment and the Facilitating Partner. The Producer will be indemnified of any legal or financial responsibilities and damages arising from the usage of the equipment in any way.

2. TERM:

2.1 The FACILITATING PARTNER hereby agrees to render Services for a period of time commencing from the date of commencement of Services, and continuing till the completion of the Services as per the terms of this Agreement ("Term"). The Parties herein further agree that during the Term, the FACILITATING PARTNER shall render Services, during 15th July 2022 till 31st MARCH 2025 and it could be extended or terminated on mutual agreement on the same or different terms and conditions.

3. FEES/ HONARARIUM:

2.1 No fees or Honorarium be paid for this service., This has been agreed as a purely voluntary service rendered by the Facilitating Partner to the Producer.

4. TERMINATION:

The Producer or the FACILITATING PARTNER may, by giving a written notice of 30 days, terminate this Agreement.

5. MISCELLANEOUS:

6.1 Entire Agreement:

This Agreement contains the entire understanding between the Parties, and supersedes all prior understandings of the Parties hereto relating to the subject matter herein, and any amendments, changes or alterations will not take effect unless reduced to writing and signed by the Parties.

6.2 Assignment:

Only the Producer shall be entitled to assign or license any or all of its rights and/or benefits under this Agreement to any other party.

6.3 Survival:

The grant of rights, representations, warranties, indemnities and confidentiality obligations contained herein shall survive the expiration or earlier termination of this Agreement.

Jayant Gorge

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6.4 No Partnership:

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties and no Party shall have the authority to bind or shall be deemed to be the agent of the other in any manner. The present arrangement/relationship between the Parties is on a principal to principal basis.

6.5 Governing Law and Jurisdiction:

This Agreement shall be governed by the laws prevalent in India and the disputes, if any, shall be subjected to the exclusive jurisdiction of Courts in Delhi.

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective signatures on the day and year first hereinabove written.

SIGNED AND DELIVERED

By the Within named "Producer"
Earthcare Outreach Trust



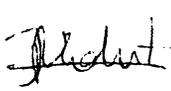
Trustee

EARTHCARE OUTREACH TRUST

Through Its Authorized Signatory

KRISHNENDU BOSE

In the presence of

1. **AGNIKUMAR**
C/446 CR PARK NEW DELHI 
2. **JAYAN DEWATI**
JAYAK A DELHI 

Jayanti Gogoi

SIGNED AND DELIVERED

By the With named FACILITATING PARTNER
Principal & Secretary
J. D. S. G. COLLEGE
BOKAKHAT

IN the Presence of

1. Monsumi Sarma
2. Bikash Das

Sarma
06/07/22