

असम ASSAM

32AA 880290

Olbrugarh Regd. No. 7

SI. No. 25/20

# MEMORANDUM OF UNDERSTANDING

demograndum Of Understanding is made and executed on the 9th day of September, 2022

### BETWEEN

SUDDIPTA KAUSHIK, Son of Rabindra Nath Bhattacharjee, aged 35 years, Director of Kaushik Educational Foundation (KEF) Dibrugarh Centre, J.C Das Path, Near Central Bank, ThanaChariali, Dibrugarh-786001 herein referred to as the First Party.

## AND

Principal, Manohari Devi Kanoi Girls' College, Dibrugarh-786001 hereinafter referred to as the SECOND PARTY is a College Registered under Dibrugarh University.

WHEREAS THE FIRST PARTY intends to establish a Computer Training Center in Manohari Devi Kanoi Girls' College, Dibrugarh.

Manashi Borah

O TARY

O AND WHEREAS THE SECOND PARTY has accepted the proposal submitted by the FIRST-PARTY in response to the aforesaid for the greater benefit of the

Whereas the FIRST PARTY is Kaushik Educational Foundation well known as KEF. It is an ISO Certified Institute which is also registered under Societies Registration Act No. XXI of 1860 (RS/DIB/255/F/06 of 2021 – 2022), Govt. of Assam and MSME (UDYAM – AS – 10 – 0001626) under Govt. of India.

It offers various kinds of skill development courses like PGDCA, ADCA, DCA, Tally Erp 9 + GST, AutoCAD 2D/3D and vocational courses like Spoken English, Personality Development etc.

Whereas the FIRST PARTY has send the proposal of providing following three courses.

- DCA (Diploma in Computer Application)
- PGDCA (Post Graduate Diploma in Computer Application)
- DES (Diploma in English Speaking)

# Further the FIRST PARTY provides

College.

- Learning extra concept in easy training methodology.
- Working on the most advanced and legal softwares.
- Working on powerful and the fastest computers.
- Finding additional features like Exposure through KEF Events, developing Entrepreneurship Skills, Personality, Aptitude Development etc.
- Training support for Job Seekers, Freshers and Working Professionals.
- Resume and Interviews Preparation Support.
- Conducting Mock Exams to boost student's confidence.
- Job Ready Courses.
- Projects to Practice.
- . In-Depth Practical Knowledge on each topic.

Manashi Borah

Kaushik Educational Foundation

Ludding Kaushik

Director

Director

Mile all Phila

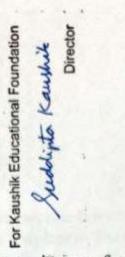
Courses to be Provided by the First Party:

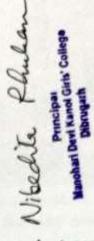
SI No	Courses	Duratio n	Eligibilit y	Course fees	Fees to be kept by KEF, Dib after 70% Share	Fees to be kept by College for Maintenance job after 30% Share
01	DCA (Diploma in Computer Application)	06 months	HSSLC appeared or above	Rs 7,100	Rs 4900 + 100	Rs. 2100
02	PGDCA (Post Graduate Diploma in Computer Application)	12 months	Pursuing degree/ Graduate	Rs 13,100	Rs 9100 + 100	Rs. 3900
03	DES (Diploma in English Speaking)	06 months	HSLC+	Rs 7,100	Rs 4900 + 100	Rs. 2100

# NOW THIS DEED OF AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

- That the college will provide a computer lab along with a minimum of 30 computer systems with power back-up systems.
- All the maintenance costs for the computers in the computer lab and software for the required courses will be borne by the college.
- That the college will provide toilet facilities along with the computer lab and theory class room.
- 4. That the college will give space and permission to put our banner in the following sizes: ----- (10/20) square feet banner-01 no. (06/03) square feet banner-03 no.







- That KEF Dibrugarh will pay the college a fee per student per course, as shown in the above table, for the maintenance of the computer lab, including cleanliness and electricity bills.
- That KEF Dibrugarh will provide faculties for all the mentioned courses, and the remuneration of the faculties will be paid by KEF Dibrugarh.
- That KEF Dibrugarh will provide all the study materials like one exercise copy, one daily record copy, one prospectus copy, application forms and leaflets to the students.
- That the final diploma certificate will be issued thereafter in the prescribed original format of KEF, which can be collected from the KEF Dibrugarh Centre.
- That the College will collect all the fees from the students which can be paid to the KEF Dibrugarh by Cash, Online, Google Pay, Paytm etc. latest by 10<sup>th</sup> day of every month.

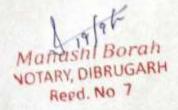
Bank Details: -

Account Name — Kaushik Educational Foundation Bank Name — UCO Bank, Mankota Branch, Dibrugarh. Account Number — 12540510004869 IFSC — UCBA0001254 Paytm Number — 9864012017

Google Pay- 9864012017

10.That the students should fully abide by the rules of KEF as mentioned in our Prospectus.

11. That this agreement will be for 5(Five) years and subsequently renewed as per mutual consultations/understandings among the parties.





For Kaushik Educational Foundation

Nibedie Philan

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals hereunto and to a duplicate hereof the day and the year first hereinabove written.

Witnesses with addresses:

1. JShawna

(DR Hanashi Showna)

Wept of Sanskrit

M.D.K.G. College

2. (Suresh Bhattacheryya) Deptt. of Hishry MDKy Willige. DRR-1 For Kaushik Educational Foundation

Suddipta Kaushik

Director

Signature of the First Party.

Signature of the Second party

Principal

Manchari Devi Kanol Girls' College

Dibrugarh

Drafted by:

Rabi Raj Barbara Advocate, Dibrugarh.

LANG Barbare.

Manashi Borah NOTARY, DIBRUGARH Regd. No 7

# MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (the MOU) is centered into on, by and between the Department of Computer Science. Manohari Devi Kanoi Girls' College, Dibrugarh, with an address of Department of Computer Science. Manohari Devi Kanoi Girls' College, City: Dibrugarh, District: Dibrugarh, Assam, Pin -786001 and the Department of Computer Science, Tinsukia College, Tinsukia with an address of Department of Computer Science, Tinsukia College, City: Tinsukia, District: Tinsukia, Assam, PIN: 786125 referred to as "Party", and collectively "the Parties".

WHEREAS, the parties desire to enter into the agreement to Faculty Exchange and Student Exchange Programmes, and

WHEREAS, the parties desire to memorialize certain terms and conditions of their anticipated endeavour,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agrees as follows:

 Purpose and Scope: The parties intend for this MOU to provide the foundation and structure for any and all possibly anticipated binding agreement related to faculty exchange, student exchange, access of libraries of the respective departments, exchange of course-related study materials, jointly organizing subject-related seminars and workshops and other activities deemed beneficial for the students.

This MOU should not establish or create any type of formal agreement or obligation. Instead, it is an agreement between the parties to work together in such a manner to encourage an atmosphere of collaboration and alliance in support of an effective and efficient partnership to establish and maintain objectives and commitments with regards to all matters related to the Achievement of learning.

- 2. Objectives: The parties agree as follows:
  - The parties shall work together in a cooperative and coordinative effort so as to bring about the achievement and fulfilment of the purpose of MOU
  - b. It is not the intent of this MOU to restrict the parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organizations.
  - c. The parties shall mutually contribute and take part in any and all phases of the planning and development of the programmes to the fullest extent possible.

Entire Agreement: The Parties Acknowledge and agrees that this Agreement represent the entire Agreement between the parties. In the event that the parties desire to change, add or otherwise modify any terms they shall do so in writing to be signed by both parties. The parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows.

Name: Rimpi Sarma
Designation:
HOD & Authorised Signatory
Department of Computer Science
Manohari Devi Kanoi Girls' College, Dibrugarh
Date: 91612822 Med. Department of Computer Sc.
MDKG COLLEGE, DIBRUGARH
With the Approval of

Name signed:

Principal

Name: Dr.NibeditaPhukananni Deri Kenti Girls' College Designation: Principal DIBRUGARH

Manohari Devi Kanoi Girls' College, Dibrugarh

Date: 06/20 22

HEAD

Name: Md. Faruk Hussailbacka Cologs

Designation:

HOD & Authorised Signatory Department of Computer Science Tinsukia College, Tinsukia

Date: 8/6/2012

Name signed:

Name: Dr.SurjyaChutia

Designation: Principal

TINSUNIA COLLEGE

TINSUNIA COLLEGE

TINSUNIA COLLEGE

Date: 8 6 2022

# MANOHARI DEVI KANOI GIRLS' COLLEGE

DIBRUGARH - 786 001, ASSAM

মনোহাবী দেৱী কানৈ মহিলা মহাবিদ্যালয়, ডিব্ৰুগড়, অসম।

Ref. No: MD/AD/DICC/MoU/2023/No. 2230 Date: 16-03-2023



To
The General Manager
District Industries and Commerce Centre
Dibrugarh

Subject: Regarding signing of MoU for Academia-Industry exchange of Ideas, Training etc.

Sir,

With reference to the subject cited above and your letter no. DICCD(MDSD)03/2022-23/471 Dated 14<sup>th</sup> March, 2023, I would like to inform you that M.D.K.G. College, Dibrugarh has decided to do Memorandum of Understanding with your Centre with slight modifications done by us on the format given by you to us. We feel glad if you accept the modified format of MoU and accordingly we proceed for agreement with your centre.

Hope that you will accept our request.

With best regards,

Yours' sincerely

(Dr. Nibedita Phukan)

Principal

M.D.K.G. College, Dibrugarh Dated 16<sup>th</sup> March, 2023

Enclosure:

1) Modified format of MoU

Principal

Manohari Devi Kanoi Girls\* College
Dibrugarh

Ph. No. 0373-2322602 ; Fax : 0373 - 2322602 E-mail : mdkgcollege@gmail.com

# Memorandum of Understanding Between District Industries and Commerce Centre, Dibrugarh Assam as the first party and

MDKG College, Dibrugarh, Assam as the second party.

Both the first and the second party, based on their strength and requirement, agree to enter in to an understanding in the form of an Memorandum of Understanding (MoU) with the below mentioned and mutually agreed specific aims and objectives:

# A. Aims and Objectives

- a) To exchange information on industrialization and entrepreneurship of the district of Dibrugarh along with the information on technology relevant to industrialization and research programmes so that Students are benefitted.
- c) To jointly organize short-term training programmes on topics of mutual interest and to invite each other's faculty to participate therein for greater benefits of the Students.
- d) To jointly organize seminars, conferences or workshops on topics of mutual interest and to invite each other's faculty to participate therein for greater benefits of students.
- e) To jointly propose and engage in training programmes sponsored by funding agencies, and to invite each other's faculty to participate therein.

Both the parties further agree that detailed terms and conditions that guide each activity identified above will be separately determined and agreed upon by the two institutions.

## B. Tenure and Termination

This MoU will take effect from the date it is signed by representatives of the two institutions. It will remain valid for 2 (two) years from the day of signing and may be continued thereafter subsequent to suitable review and agreement.

This MoU is signed on this 17th March of the year 2023, subject to approval of the respective academic/administrative bodies.

Signature of the General Manager.

District Industries & Commerce Centre

Dibrugarh

Signature of the Principal MDKG College, Dibrugarh Dibrugarh

Date:

Signature of Witnesses:

1.

2.



असमें ASSAM istrict Industries and Commerce Centre, Dibrugarh Assam as the first barty 9 3 5 4

and

# MDKG College, Dibrugarh, Assam as the second party.

Both the first and the second party, based on their strength and requirement, agree to enter in to an understanding in the form of an Memorandum of Understanding (MoU) with the below mentioned and mutually agreed specific aims and objectives:

# A. Aims and Objectives

- a) To exchange information on industrialization and entrepreneurship of the district of Dibrugarh along with the information on technology relevant to industrialization and research programmes so that Students are benefitted.
- b) To jointly organize short-term training programmes on topics of mutual interest and to invite each other's faculty to participate therein for greater benefits of the Students.
- c) To jointly organize seminars, conferences or workshops on topics of mutual interest and to invite each other's faculty to participate therein for greater benefits of students.
- d) To jointly propose and engage in training programmes sponsored by funding agencies, and to invite each other's faculty to participate therein.

Both the parties further agree that detailed terms and conditions that guide each activity identified above will be separately determined and agreed upon by the two institutions.

Contd...2

Whilean

# B. Tenure and Termination

This MoU will take effect from the date it is signed by representatives of the two institutions. It will remain valid for 2 (two) years from the day of signing and may be continued thereafter subsequent to suitable review and agreement.

This MoU is signed on this 4th April of the year 2023, subject to approval of the respective academic/administrative bodies.

Signa Parties & Commerce Centre
District Industries & Commerce Centre
Dibrugarh

Date: 04/04/2023 Signature of Witnesses: 1. Utful Sut

2.

(M.5.4mer)

Signature of the Principal MDKG College, Dibrugarh Dibrugarh

Mhulean

Principal

Mancharl Devi Kanoi Girls' College
Dibrugarh

# MEMORANDUM OF UNDERSTANDING (MoU)

## BETWEEN

Gratia Technology Private Limited

&

Manohari Devi kanoi Girls' College, Dibrugarh, Assam





Mkulan

Gratia Technology Private Limited

Mancharl Devi Kanol Girls' College
DIBRUGARH

DIBRUGARH





# MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding (hereinafter called as the 'MOU') entered in to at Dibrugarh on 22/11/2022 by & between

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

#### AND

Manohari Devi kanoi Girls' College, Dibrugarh, Assam being the beneficiary of this MOU having one of its campus in P.O.:Dibrugarh, PIN-786001, duly represented (hereinafter referred to as Manohari Devi kanoi Girls' College, Dibrugarh, Assam which expression shall, wherever the context so permits mean and conclude successors and assigns.)

#### Whereas

Gratia Technology Private Limited, 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 has approached Manohari Devi kanoi Girls' College, Dibrugarh, Assam to be Intuitional privilege member of Gratia Technology Private Limited to offer various training programmes to the teachers of the College.

Gratia Technology Private Limited is also keen on Collaborating with Manohari Devi kanoi Girls' College, Dibrugarh, Assam and is agreeable to enter into this MOU with Manohari Devi kanoi Girls' College, Dibrugarh, Assam as per the terms and conditions set out hereafter.

Now this MOU witnesses as under

#### Scope of the MOU

- 1.1 Manohari Devi kanoi Girls' College, Dibrugarh, Assam hereby agrees to become the institutional member of Gratia Technology Private Limited to offer its services to The teachers/researchers/students/non-teaching staff in Manohari Devi kanoi Girls' College, Dibrugarh, Assam.
- 1.2 Gratia Technology Private Limited agrees to provide the following services to the teachers/researchers of Manohari Devi kanoi Girls' College, Dibrugarh, Assam.

Page 1 of 5

Gratia Technology Private Limited

Principal
Manohad Devi Kanol Gids' College
DERUGARH





- 1.2.1 Gratia Technology Private Limited shall provide Industry relevant Training Programme in the domain of ICT, for The teachers/researchers/students/nonteaching staff scholars
- 1.2.2 Gratia Technology Private Limited 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 shall make its content accessible through a web portal for The teachers/researchers/students/non-teaching staff of the institutions
- 1.2.4 Gratia Technology Private Limited would provide assistance in IT Research activities to the teachers by way of supervision and collaboration
- 1.3 Manohari Devi kanoi Girls' College, Dibrugarh, Assam shall notify about the programme of Gratia Technology Private Limited to its departments and assist in the active participation of the teachers.
- 1.4 Manohari Devi kanoi Girls' College, Dibrugarh, 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.
  - 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 staff of Manohari Devi kanoi Girls' College, Dibrugarh, Assam would attend some special training programmes at Gratia Technology Private Limited Campus, Guwahati (If interested). Gratia Technology Private Limited shall provide necessary infrastructure for the conductance of the training programme.
- 1.6 Manohari Devi kanoi Girls' College, Dibrugarh, 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 thethird parties without the consent of Gratia Technology Private Limited except for academic activities.
- 1.7 Gratia Technology Private Limited agrees to provide various domain specific training programmes to the teachers in the university and its colleges on regularbasis.
- 1.8 Gratia Technology Private Limited shall bring industry certified trainers of the Manohari Devi kanoi Girls' College, Dibrugarh, Assam on every programme conducted for the teachers/researches/students 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

Page 2 of 5





the industry requirement and agreed upon by both parties

#### 2. Operation of this MOU

Upon execution of this MOU, Gratia Technology Private Limited shall communicate to Manohan Devi kanoi Girls' College, Dibrugarh, Assam the training schedules. Therefore, the parties shall mutually discuss and agree on the operational terms bases on which Crasia Technology Private Limited 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 saryof the party does not comply with its obligations under this MOU by issuing 30 days price 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 Limitedor Manohari Devi kanoi Girls' College, Dibrugarh, Assam provided under this MOSU as confidential.
- 4.2 Gratia Technology Private Limited or Manohari Devi kanoi Girls' College, Dibrugarh, 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, Manohari Devi kanoi Girls' College, Dibrugarh, Assam shall returnall the contents, training materials and such other information provided by Gratia Technology Private Limited 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.

## 6. Intellectual Property

All the Intellectual Property rights with respect to the programme contents provided by Gratia Technology Private Limited shall vest with Gratia Technology Private Limited and upon the termination of this agreement by efflux of time or such other earlier termination, Manohari Devi kanoi Girls' College, Dibrugarh, 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.

### 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

Page 3 of 5

Gratia Technology Private Limited

Principal
Manohari Devi Kanoi Girls' College





deemed received when actually delivered if personal delivery or three days after delivered to an overnight or express mail facility, if delivered through post.

# 1. 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/Dibrugarh.

#### 2. Commercials

It is a Non Commercial MOU between Gratia Technology Private Limited and Manohari Devi kanoi Girls' College, Dibrugarh, Assam. The College will provide the infrastructure and spaceto host the Faculty Development Programmes at their premises.

## 3. 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, the other to be appointed by Manohari Devi kanoi Girls' College, Dibrugarh, Assam and the third to be appointed by the two arbitrators appointed by the parties. The award of the arbitrators shall be find and binding on the parties.

The Arbitration proceedings shall be held at Guwahati,

In witness whereof the parties have executed this MOU on 22/11/2022.

For

Gratia Technology Private Limited

Gratia Technology Private Limited

Name: Mr. Biju Pegu

Designation: CEO & MD Bis orgil Dar For

Manohari Devi kanoj Girls' College, Dibrugarh, Assam

Principal

Manoharl Devi Kanol Girls' College

Name: Dr. Nibanicas hukan

Designation: Principal

Witness 1:



# INDIA NON JUDICIAL

# **Government of Assam**

#### e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount (Rs.)

IN-AS56259199594672V

03-Oct-2023 02:49 PM

NONACC (SV)/ as17037204/ DIBRUGARH/ AS-DG

SUBIN-ASAS1703720405123721866233V

MDKG COLLEGE

Article 5 Agreement or Memorandum of an agreement

AGREEMENT

0

(Zero)

: BRAHMAPUTRA CRACKER AND POLYMER LTD

MDKG COLLEGE

MDKG COLLEGE

1,000

(One Thousand only)



# AUTHENTICATED

Please write or type below this line

Serial No. 2767. Date. 08 10 2023 -

Prasenjit Kr.
Goswami, LL.M.
Dr.t. Dibrugarh
Regd. No. DBR.-13

03/10/2023

Prasen)it Kr. Goswami, LLM NOTARY DIBRUGARH Regd. No. DBR.-13

0011547285

Ach By and Subject Deposition Discussion April and the Dale

#### AGREEMENT

This AGREEMENT is made on the (Mark Park Nov. 1900) to the Color of Parkers Contains and Polymer Limited (BCPL) registered under Computer a Act. 1956 and having its Exposured Office of Guwatiati Assum Pin. 781001 and Pencialization of Computer of Copyright (Assum) Pin. 781001 and Pencialization of Copyright (Assum) Pin. 781005 thereinsther referred to as 19.75. CE the First Party) which expression shall unders excluded by of repugnant to the context, be deemed to include its nucleoners, administrators, limit, assigns and resourced FIRST PARTY.

#### AND

MEKET COLDENIE TOR the EDITION PARTY, which represent that, unless rectalling by it repagnism to the country, he downed to include its assessment, administrators, here assigns and nontrarces of MECONICEPARTY.

MDK ON COLLEGIO O DE SECURIO PARTY VIL IMPREMENTA DE L'EXPENSANT PROPERTY DE L'EXPENSANT PROPERTY DE L'EXPENSANT DE L'EXPENSAN

Whereas BCPL under in Corporate Social Economicality activities, has agreed to financing the before received properties of the broaded Parts, which has the recovery infrastructure required and expectation required for carrying out conducting and providing facilities for pressure and per them execution.

# 1. CSR Schemes of BCP1 Charamatics returned to as the Property

This Agreement shall remain in force time  $|\psi| = |\psi| = |\psi| = |\psi| = |\psi|$  unless remained earlier, is accordance with the provision of this Agreement in the portion is extended through a mutually agreed attendance to the Agreement

Subject to the terms and conditions is this Agreement, total francial contribution from 50 Ft. to the said Property will be Re. 100 Annual Colors towards supplementation of the below successed projects as per Annual -1 in different boarders.

53/10/20

In view of the consideration above, the parties hereto agree as follows:

### Section I

- 1.1 Construction of the Agreement
- 1.2 The Agreement shall be governed by and construed in accordance (6)

# 2. Instructions and approvals

- 2.1 The PROJECT shall be implemented by the SECOND PARTY through various agencies as mentioned above in accordance with the Project Implementation Schedule and Scope of work as set out in Schedule I (Format No: FCSR1.1. Schedule I) (Schedule I shall be prepared separately made for each program which shall be part of this Agreement and the same may contain detailed project implementation plan and scope of work of each project) within the geographical area specified therein and with due diligence, efficiency and with due regard to the judicious use of funds.
- 2.2 Any variation in Project implementation plan as detailed above in the CSR Scheme of BCPL and Schedule-I shall be allowed only on agreement of BCPL, which will be communicated in writing by BCPL in the form of an amendment.
- 2.3 BCPL shall not provide additional funds in respect of work done outside the scope of the work and time schedule plan and takes no responsibilities whatsoever for such work.

## General provisions

- 3.1 Nothing contained in this Agreement shall be construed or have effect as constituting a relationship of employer and employee or principal and agent between BCPL and SECONI PARTY.
- PARTY.

  3.2 The SECOND PARTY shall be responsible for all acts and omissions of its staff and the persons, associations, institutions engaged by the SECOND PARTY whether or not in the course of implementing the project and for the health, safety and security of such persons or entities and their property.

#### 4. Amendment

4.1 In case any amendments are required to any part of the agreement, the SECOND PARTY shall agree to incorporate such amendments and implement the same in the field. The agreement shall be amended by written mutual consent of both the parties to the agreement. The amendments shall be documented and allotted a distinctive number <\*Amendment No>; <\*Date>.

## 5. Termination

BCPL may terminate this agreement after giving the due notice of 30 days to the SECOND PARTY /Implementing agencies engaged by second party on finding the non-compliance of the notice for improvement given to SECOND PARTY. However, such reasons for termination may be related in terms of the followings:

5.1 In the event of unsatisfactory performance of the project/s by SECOND PARTY/
IMPLEMENTING AGENCIES ENGAGED BY THE SECOND PARTY, BCPL may, at its
sole discretion and at any time, terminate the agreement and inform the SECOND PARTY of its
decision in writing which shall be final and binding on both the parties. The Agreement shall

0) 63 10 23

IRST PART

Page 2 of 14

- 5.2 In the event of unsatisfactory performance of the project implemented by the SECOND PARTY/ IMPLEMENTING AGENCIES ENGAGED BY THE SECOND PARTY for any reason such as incomplete work done no progress in the work found work not being implemented as specified under Schedule I of this Agreement (Implementation Plan and scope of work of each project) etc. or non-performance of any obligation under this Agreement.
- 5.3 In the event, when the IMPLEMENTING AGENCIES ENGAGED BY THE SECOND PARTY is found involved in any manner or form in corrupt practices or misappropriating the funds/ Assets, which belongs to, or has been marked for the Project activities and BCPL has sufficient grounds to believe so.

5.4 In the event of violation of any of the provisions specified up another clauses of this agreement and Terms of Reference that lead to a conflict which in a rect time objectives of the program, at any time of Agreement period.

## 6. Contractual Obligations

- 6.1 The SECOND PARTY shall not be entitled for payment of any amount or by way of compensation for termination of the Agreement for the causes mentioned above under clause 5.
- The SECOND PARTY shall submit full accounts of the project in writing taking this account of all receipts and payments and commitments incurred for the purposes of the Agreement and the termination HCPL or its representative may carry out an audit of the Project along with the expenditure of accounts.
- 6.3 BCPL shall reimburse funds to the SECOND PARTY to meet approved or agreed expenses of the Program and communicates related to the said PROJECT's up to date of termination (the relevant date).
- 6.4 In the event of excess disbursement to the SECOND PARTY, BCPL shall demand and recover from the SECOND PARTY such excess disbursements and the SECOND PARTY would be liable to refund the excess disbursements within a period of 10 days of ascertainment of the final amount.

# Force Majeure:

- 7.1 If the performance of the Agreement by either party is delayed, hindered or prevented or is otherwise frustrated by reason of force majoure, which shall mean war hostilities, not or civil commotion, fire, flood or earthquake, tempest, lightening or other natural physical disaster, restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the Agreement by the second party any event beyond the control of the parties to the Agreement, then the party so affected shall promptly notify the other party in writing specifying the nature of the Force Majoure and of the anticipated delay in the performance of the Agreement. From the date of the notification, BCPL shall at its discretion, either terminate the Agreement forthwith or suspend the performance of the Agreement for a period not exceeding 6 months.
- 7.2 If at the expury of the second period of suspension, the reasons for the suspension still remain, BCPL and the SECOND PARTY shall treat the Agreement as terminated.

DE 03/10/23

IPST PARTY

Page 3 of 14

#### Settlement of disputes 8.

- Should the Parties be unable to reach agreement on the meaning or interpretation of any of the clauses set out hereto or any other matters arising out of the Agreement the matter in dispute shall be referred to the concerned Director In-charge for CSR of BCPL whose decision in the matter will be final.
- All disputes arising between the parties shall be subjected to the jurisdiction of the Courts 8.2 in Dibrugarh only and in no other courts.

#### 9. Evaluation

BCPL shall, at its discretion, undertake or cause to be undertaken, evaluation of the impact 9.1 and cost effectiveness of the Project. Such evaluation shall be carried out during the tenure of the Agreement. The SECOND PARTY shall when required give BCPL or its representative reasonable cooperation and access to its records in connection with the Agreement.

#### 10. Conflict of Interest

- Neither the SECOND PARTY /Implementing agencies engaged by second party, nor its personnel or agent shall engage themselves in any personal business or professional activities, either during the course of or after the termination of this Agreement, which conflict with or could potentially conflict with the object of the Project.
- Subject to clause 10.1 above, the SECOND PARTY shall notify BCPL immediately of any 10.2 such conflict (if any) and suggest / take immediate remedial measures under information to BCPL to ensure that the project is completed as per the terms and conditions agreed upon.

# 11.

Disclosure of information, Intellectual Property Rights and Official Securities Act

11.1 The SECOND PARTY shall not during or after the termination of the agreement disclosed to any third party any confidential information arising from the agreement (other than in the progent performance of their duties hereunder or as may be required by a court or arbitration panel competent jurisdiction) except with the prior written permission of BCPL.

#### Section II

Clause 1: Priced Bill and Mode of Payment, Funds requisition and Disbursements (As per the breakup given below)

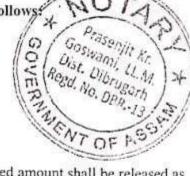
BCPL will pay to the SECOND PARTY based on the agreed amount as follows:

# Case I: Grant of 50% of the agreed amount as mobilization advance

#### 1. Payment Plan

For all programs/ projects the payment plan will be as follows:

At the time of commencement of the project 50% of the agreed amount shall be released as (i) advance for the project/ mobilization advance.



The subsequent amount (Final Installment) 10% shall be released by FIRST PARTY (iii) subject to completion of the project to the total satisfaction of BCPL, effective branding, performance of the agency, monitoring and evaluation of the project. Details of beneficiaries and compliance with Clauses of the Agreement to be submitted by SECOND PARTY for release of the final installment.

## 1. Funds Requisition

Fund requisition for the installment amount shall be presented to BCPL by the SECOND PARTY directly and shall contain details of expenditure incurred by the SECOND PARTY during the period, in accordance with the Schedule of amount disbursements.

All Funds requisitions shall be endorsed as follows:

"Certified that the amounts mentioned in this Funds requisition Application are required wholly and necessarily for the purpose of The Project [ ] and the same has not been claimed before from BCPL or any other entity. It is also certified that this project has not been executed earlier".

The SECOND PARTY's authorized representative shall sign all Funds requisitions requisitions if not presented in accordance with the above shall be liable to be rejected.

#### 2. Disbursements

The funds disbursements shall be made in Indian Rupees.

All approved funds shall be released to the SECOND PARTY directly by the FIRST PARTY is accordance with the clauses laid under the schedule of amount disbursement. Funds requisition & shall be submitted by the SECOND PARTY in accordance with the specific instructions as given above.

SECOND PARTY will submit fund utilization statements along with the program progress report, as per the specific instructions given above. Approved funds shall be disbursed by BCPL as per the Schedule of Amount Disbursements, only if BCPL is satisfied with the progress of implementation of the Project as per the Project implementation plan i.e., Implementation review and monitoring plan.

In the event, the implementation of the Project is not as per the scope of work and targets, BCPL shall reserve the right to withhold or reduce the installment amount applied for by the SECOND PARTY in the Funds Requisition Application or stop further Disbursements of Amount Installments to the SECOND PARTY. Release of the installment amount shall be made upon remedying of the unsatisfactory work and on resolution of the outstanding queries by the SECOND PARTY to the satisfaction of BCPL.

In the event that the cumulative disbursements made to the project are in excess of the expenditure actually incurred in terms of the Project Implementation Plan, BCPL shall deduct the excess amount from future installments disbursed to the SECOND PARTY.

HER REALS

### Section III

# 1. Accounts, Records and Audit

The SECOND PARTY shall maintain all accounting records and documents in the instructions given. Noncompliance with the instructions by the SECONDEBERTY will be grounds for termination of the agreement.

BCPL or its representatives/ auditors, on giving reasonable notice to SECOND PARTY, may visit the SECOND PARTY offices to review and audit the Accounts and records and the SECOND PARTY shall co-operate with such teams during the review, provide access to accounts and records pertaining to the Project whether on computer or in manual form, provide copies of accounts and records, provide oral or written explanations of the accounts and records as may be reasonably required by BCPL.

If BCPL finds any errors or inaccuracies in the Accounts & Records of the SECOND PARTY, the SECOND PARTY shall, within 30 days of a written demand served by BCPL, carry out suitable rectification in its Accounts & Records, and inform BCPL of the same.

Any information document record details requested by BCPL would be promptly attended by SECOND PARTY and supplied within a reasonable time frame of 15 days.

# 2. Annual audited accounts of the project

SECOND

SECOND PARTY will submit annual audited accounts of the project, each bearing original signatures along with an auditor's certificate within 3 months of the closure of the financial year to BCPL for each of the financial years covered by the project. The end of the financial year for the project shall be 31s March every year.

The annual accounts of the project shall be signed by the Authorized person of the SECOND PARTY and be certified by practicing chartered accountant of an independent fire professional auditors. This account should bear a certificate from the auditors confirming the sould receipt and expenditure in respect of the amount and to the effect that the amount was accepted the accordance with the terms of the Agreement.

# 3. Refund of Unutilized/ Unspent Funds

Any unspent or unutilized amount, disbursed earlier by BCPL for the project to the Second Party, shall on completion of the project, be refunded to BCPL within 30 days of the completion of the project or termination or the Agreement, whichever is applicable.

# 4. Equipment/ Fixed Assets

Any non-consumable items of equipment materials contributed or financed by BCPL for the project shall be utilized for the objective for which it is given and shall not be transferred/ disposed off by the beneficiary except with express permission directions of BCPL.

# 5. CSR Project Sustainability

In case the program is being executed through any agency which is different from the beneficiary organization, a written commitment may be obtained from the beneficiary organization that they would use the utility/ facility provided under the program, for the specific purpose that it is intended

Proseniit Kr. Goswami, LL.M

Page 6 of 14

for. In such cases, it should be clearly mentioned that the maintenance of the CSR Project and its rightful use for which it has been established, will be continued after the same has been handed over to them, at least for a period of two-three years. This Undertaking by the beneficiary entity should be annexed to the Agreement to be signed with the executing agency.

# Section IV: General Conditions

- The Scope of work, Implementation plan of the project, shall be detailed and defined to Selfestule 1
  of Section I, clause 2 (2.1) of the Agreement for each program separately.
- The payments schedule for each program/ project shall be applicable as per plrjugent plan i.e., Section II: Priced Bill and Mode of Payment, Funds requisition and Disbursements (as per the breakup) of the Agreement.
- For any changes based on actual requirement of different categories of activities/ programs/ projects, SECOND PARTY to give written communication to FIRST PARTY with proper reasoning for consideration. FIRST PARTY may evaluate the facts/ requirements and subsequently issue amendments, if agreed.
- 4. In case of purchase of a vehicle to be implemented under the CSR Program, SECOND PARTY/ Implementing agency will submit the Invoice, Registration Certificate of the RTO and the Insurance Certificate of the vehicle duly certified to the FIRST PARTY. The vehicles registration certificate will be required to be endorsed from RTO and not to be sold, transferred without the permission of BCPL.
- 5. The CSR Coordinating team of BCPL will monitor day to day activities and implementation of the program/ projects and certify progress of the program/ projects and recommend for release of payment/ installments.
- 6. The progress report of the program/ project will be submitted by the SECOND PARTY as defined in Section II of the Agreement prior to release of each installment i.e., Monthly progress report of the program along with fund utilization certificate and copy of Invoice wherever applicable of the program of the installments already released. The Quarterly progress report must be supported with photographs/ video of the project.
- The Final Comprehensive Completion Report of the program/ project will be submitted by the SECOND PARTY on completion of the program incorporating scope of work met, benefits achieved, financial details mentioned, and recommendations made by the SECOND PARTY along with photographs, videos etc.
- 8. At the end of the program, to assess the impact of the program funded by BCPL, a Report clearly indicating activities undertaken and objectives attained and details of the number of beneficiaries of the Project providing their Names, age, sex, category as SC/ST/OBC/GEN/PHY be submitted to BCPL by SECOND PARTY/ Implementing agencies.
- The progress of the project and proper implementation will be inspected by the <u>BCPL CSR</u>
   <u>Coordination Team</u> in the form of visits/ joint visit with representative of Deputy Commissioner/ surprise visit.
- 10. SECOND PARTY will ensure submit Income Tax Exemption certificate in Form 80 G/ 35 AC Certificate through various implementing agencies to BCPL prior to release of BCPL's Contribution for the said programme. If 80 G/ 35 AC Certificate is not applicable to any Company/Organisation Tax will be deducted at source as per applicable Income Tax Act prior to

Prasenjič Kr. Goswami, LLM

Page 7 of 14

release of BCPL's Contribution for the said programme. BCPL will not the project deduction certificate for the same.

- 11. SECOND PARTY shall appoint a coordinator to coordinate various activities under this program and coordinate to arrange for periodical inspections and monitoring of the Fig. 57 the third party and BCPL Officials through its coordinator, as it may identify.
- 12. SECOND PARTY shall provide name and telephone number of contact persons to BCPL, who would be responsible for the implementation and coordination of the program. <u>SECOND PARTY shall also inform of their website address and email id.</u>
- 13. SECOND PARTY should inform every event to BCPL. For ensuring proper brand image and visibility of BCPL's contribution, all such events will be participated and transgurated by senter management persons of BCPL. SECOND PARTY/ Implementing Agencies shall ensure that permanent hourdings (preferably with Retro Reflective ACP Boards, Thickness 2 to 4 mm) & display banners in the Project sites highlighting BCPL's contribution along with BCPL's name and logo with details of contribution.
- 14. Wherever possible, the SECOND PARTY/ Implementing Agencies engaged by SECOND PARTY may consider giving wide publicity to the assistance provided by BCPL under BCPL's Corporate Social Responsibility programme not only in their own internal publications, newsletters, but also in local dailies, any other mass communication channel etc., without any liability/ cost overheads to BCPL on this account.
- 15. BCPL reserves the right to terminate the agreement by giving 07 days notice to the SECOND PARTY without assigning any reasons therefore, if the progress is found unsatisfactory.
- 16. SECOND PARTY hereby undertakes through signing of this Agreement that it has not received and will not receive any contribution/ funding in cash towards the project from any other party during the relevant period of the project.
- 17. No switch over/ change of approved program/ projects from one to another will be permitted other than the compliance of the provision mentioned in SECTION-1 (2.2).

18. SECOND PARTY shall indemnify BCPL of all charges, claims, taxes, disputes etc., if any.

AUTHENTICATEDing the implementation of any activity, the expenditure on photographs and video and other relaxed material should be borne by the SECOND PARTY/ Implementing Agencies and no extra payment on this account shall be made by BCPL.

In witness whereof, the parties hereto have caused this agreement to be signed in their

respective names. grn), LLM

rosetijis Kr. Goswaini, II. NOTARY DIBRUGARH Reed. No. DBR - 13

For and on behalf of BCPL

For and on behalf of the SECOND PARTY

Name: At A SAKUAH

Position/ Designation: LOOPL OFTHE, BUSE
Signature: AS ALAK BARUAH

Date: General Manager (Electrical)

Witness:

Nodel Officer, OSR Brahmaputra Crausor and Polymer Limited Lepetkata, Ostrugarn, Assam

- Buly Bruke

Name: DR. NIBEDITA PHUKAN Position/ Designation: PRINCIPAL

Signature: Date:

Witness:

Na MANASHI SHARES SOLLA



অসম असम ASSAM

26AA 458883

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into on, by and between the Department of Bengali, MDKG College, Dibrugarh, with an address of Department of Bengali, MDKG college, City: Dibrugarh, District: Dibrugarh. Assam, Pin: 786001 and Department of Bengali DCB Girls' College, Jorhat with an address of Department of Bengali, DCB Girls' College, District: Jorhat. Assam, Pin: 785001 referred to as "Party" and collectively "the Parties".

WHEREAS, the Parties desire to enter into an agreement to Faculty Exchange and Student Exchange Programmes; and

WHEREAS, the Parties desire to memorialize certain terms and condition of their anticipated endeavour;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

 Purpose and Scope: The Parties intend for this MOU to provide the foundation and structure for any and all possibly anticipated binding agreement related to Faculty Exchange, Student Exchange, Acces to the Libraries of the respective departments and institutions, Exchange of course related study Materials. Jointly related seminars and Workshops and other activities deemed beneficial for the students. This MOU should not establish or create any type of formal agreement or obligation. Instead, it is an agreement between the parties to work together in such a manner to encourage an atmosphere of collaboration and alliance in the support of an effective and efficient partnership to establish and maintain objectives and commitments with regards to all matters related to the advancement of learning.

- 2. Objectives: The Parties agree as follows:
- a. The Parties shall work together in a cooperative and coordinate effort so as to bring about the achievement and fulfilment of the purpose of the MOU
- b. It is not the intent of this MOU to restrict the Parties to this agreement from their involvement or participation with any other public or private individuals, agencies or organisations.
- c. The Parties shall mutually contribute and take part in any and all phases of the planning and development of the programmes to the fullest extent possible.

Entire Agreement: The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add or otherwise modify any terms, they shall do so in writing to be signed by both Parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Name signed:

Name: Dr. Shekhar Chakraborky

Designation HOD & Authorised Signatory Department of Bengali MDK Girls' College, Dibrugarh

Dr. Shelther Chakubborty Head, Department of Bengali M.D.K. Girls' College, Dibruganh

With the approval o

Name signed: A

Name: Dr. Nibedita Phukan

Designation Principal

MDK Girls' College, Dibrugarh

Date:

Principal Manohari Devi Kanol Girls' Cellege DIBRUGARH

Name signed:

Name: Dr .Gouri Bhattacharjee.

Designation HOD & Authorised Signatory Department of Bengali DCB Girls' College, Dibrugarh Date:

Dr. Gouri Bhattacharjee, M. Phil Associate Professor Dept. of Bengali D. C. B. Girl's College, Jorhat-1

Name signed:

Name: Dr. Jinamoni Bhuyan.

Designation Principal

D.C.B.Girts College D.C.B.Girts, Assam DCB Girls' College, Dibrugarh



## INDIA NON JUDICIAL

#### **Government of Assam**

#### e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

**Description of Document** 

**Property Description** 

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Amount(Rs.)

IN-AS75891654326747W

08-Feb-2024 01:17 PM

NONACC (SV)/ as17054204/ DIBRUGARH/ AS-DG

SUBIN-ASAS1705420442232211631433W

DR NIBEDITA PHUKAN PRINCIPAL MDKG COLLEGE

Article 5 Agreement or Memorandum of an agreement

**AGREEMENT** 

(Zero)

DR NIBEDITA PHUKAN PRINCIPAL MDKG COLLEGE

RITUPARNA NEOG FOUNDER DIRECTOR AKAM FOUNDATION

DR NIBEDITA PHUKAN PRINCIPAL MDKG COLLEGE Stamp Duty Paid By

100

(One Hundred only)



Please write or type below this line

Prasenjit Kr. Goswami, LL.M

**NOTARY DIBRUGARH** Regd. No. DBR.-13



RD 0015022536

#### Statutory Alert:

- The authenticity of this Stamp certificate should be verified at "www.shrilestamp.com" or using a Staing Mobile App of Stock Holding Any discrepancy in the details on this Certificate and as available on the websile / Mobile App renders it invals?
   The criticate





## **MEMORANDUM OF UNDERSTANDING**

This AGREEMENT is made on this 08th Day of February, 2024 at Dibrugarh, Assam

#### **BETWEEN**

**DR.NIBEDITA PHUKAN**, Principal, Manohari Devi Kanoi Girls' College, Dibrugarh, Assam, 786001 affiliated to Dibrugarh University, Assam herein referred to as the 1<sup>st</sup> party of One Part.

#### AND

RITUPARNA NEOG, Founder Director, AKAM FOUNDATION, Dibrugarh, Assam, 786003 incorporated on 26<sup>th</sup> July, 2022 under the Companies Act, 2013 bearing Corporate Identity Number U85300AS2022NPL023363(Registered as not for profit section 8 company under Companies Act, 2013) herein after referred to as the 2<sup>nd</sup> party of the Other Part.

WHEREAS the 1<sup>st</sup> party has already established a library on 20<sup>th</sup> May 2023 to promote reading, story telling and other activities catering to development of children's reading habit and capacity of Nagakhelia village in collaboration with Akam Foundation having its registered office at Dibrugarh, 786003, Assam. The 1<sup>st</sup> party has also expressed intention for collaborative work with 2<sup>nd</sup> party regarding gender sensitization and capacity building of students.

Contd..../3

Prasenjit Kr. Goswami, LL.M NOTARY DIBRUGARH Regd. No. DBR.-13





[3]

Therefore, both parties agreed to sign an MOU on the following terms and conditions:

#### **OBJECTIVES**

- Management and smooth functioning of the library.
- Promotion of children's reading habits
- Collaborative action regarding procurement of books for children's library
- Internship opportunities for students
- Promotion of gender equality and acceptance for all gender(s)

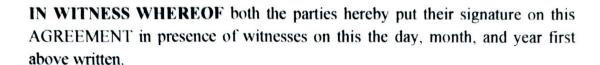
# TERMS AND CONDITIONS

- This MOU shall commence upon the effective date, as stated above, and will
  continue until terminated on mutual consent.
- This MOU may be terminated at any time by either Party upon 30 days written notice to the Other Party.
- Financial liabilities per se would be agreed upon with the consent of both parties in accordance to the services provided.

Contd....../4

Prasenjit Kr. Goswami, LL.N NOTARY DIBRUGARH Regd. No. DBR.-13





Nibedita Phulian

Signed on behalf of Principal
Manohari Devi Kanobi Cylkano Girls' College
(First party)

Dist. Dibrugarh Regd. No. DBR.-13

Name: DR. NIBEDITA PHUKAN

Designation: Principal

Manohari Devi Kanoi Girls' College

Dibrugarh, Assam Date: 08.02.2024

Signed on behalf of Akam Foundation (Second Party)

Name: RITUPARNA NEOG Designation: Founder Director Akam Foundation Dibrugarh, Assam Date: 08.02.2024

WITNESSES:

Signature of 1st Party

1. Manisha Dutte Hyanka

Signature of 2<sup>nd</sup> Party

1. Darshana Hazarika

2. Manashi Shama

2. Nakynot theanike

IDENTIFIED BY

ADV. DIPANKAR DUTTA DIBRUGARH DULYNOTARIZED BY

NOTARY PUBLIC DIBRUGARH

Prasenjit Kr. Goswami, LL.M NOTARY DIBRUGARH Regd. No. DBR.-13