

INSTRUMENT NO. 194/2023
DATE 28 AUG 2023 31AA 277280

MEMORANDUM OF UNDERSTANDING

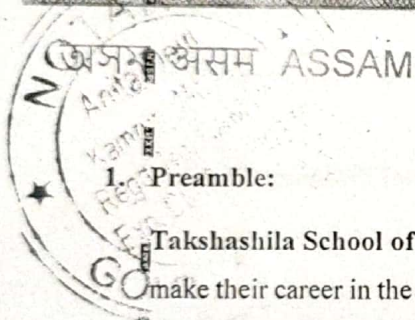
Between
Takshashila School of Civil Services
And
Gogamukh College, Gogamukh (Assam)

This memorandum of understanding, MOU is made and entered into on the 31st day of May 2023 between the TAKSHASHILA SCHOOL OF CIVIL SERVICES, 6th Floor, Unique Avenue, Super Market, Dispur, Guwahati-781006 (Assam) represented by TULSI PRINYA BORDOLOI wife of DIGANTA BORDOLOI, aged about- 41 years, resident of DISPUR LOST GATE, B.N. SAKIA ROAD, FLAT NO. 1.03 herein and thereafter mentioned as TSCS and GOGAMUKH COLLEGE, Gogamukh, District Dhemaji, Assam, PIN-787034, represented by its Principal Dr. Dilip Kumar Jha son/daughter/wife of Late Sitaram Jha resident of K.B. Road, N. Lakhimpur, Lakhimpur hereinafter referred as to GC.

Takshashila School of Civil Services, Guwahati, approached Gogamukh College, Gogamukh 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.

(A. Devi)
NOTARY
KAMRUP (Metro) GUWAHATI

1 IDENTIFIED BY ME,
Bhupali Devi
ADVOCATE, GUWAHATI
EN NO. 194/2023
28 AUG 2023



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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.

Gogamukh College (GC), Gogamukh, Assam, is an institution of higher education affiliated with Dibrugarh University. The college provides quality education through various undergraduate 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.

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3. Responsibilities:

Under this MoU, the responsibilities of the two parties have been agreed upon mutually. The GC will provide classrooms, furniture & fixtures, and electricity for the conduct of classes, whereas the ESCS will provide all the technical equipment 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.

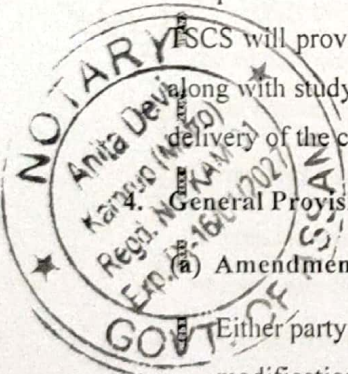
4. General Provisions:

(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.

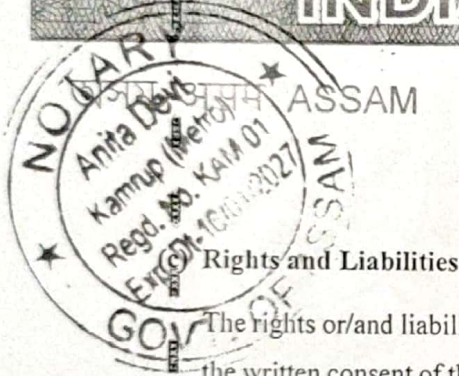
(b) Period of validity:

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.



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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**

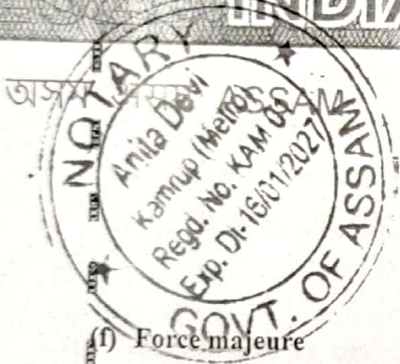
In consideration of the facilities and logistics provided by the GC (as mentioned in Para 3 above under the heading 'Responsibilities'), the total revenue generated from the fee collected from the students who have enrolled in the UPSC-Civil Services Examination and other competitive examinations for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

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(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

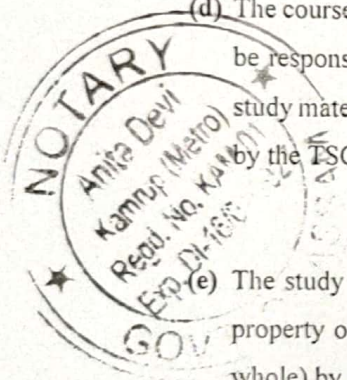
The parties to this MoU must give all information/notices under this MoU in writing only, and all communications must be sent to the official e-mail addresses or to such other addresses designated by both parties.

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5. Agreement

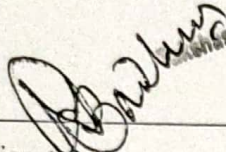
- (a) The GC and the TSCS have agreed to collaborate in conducting classes for the preparation of the UPSC-Civil Services Examination or any other competitive examination on the campus of the GC for the better future of students of the GC and neighbouring public colleges.
- (b) The NC(A) and the TSCS have agreed to share their resources for the purpose mentioned in Para 2 of this MoU, whereby the NC(A) 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 equipment, 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 the GC and the TSCS. The TSCS shall be responsible for collecting the course fee from the students enrolled. The entire cost of the study material, test material, technical equipment, and salaries of teaching faculty shall be borne by the TSCS, the GC 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) The GC will be free to use the infrastructure, technical or other facilities put up by the TSCS in the campus of GC when the TSCS will not use the same.
- (g) The terms and conditions mentioned in this agreement and the conduct of courses run in the GC by the TSCS shall be subject to the laws, orders, and directives issued by the government occasionally.

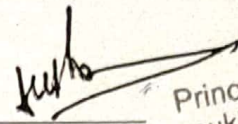


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28 AUG 2023

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:


Signature _____
Chief Executive Officer
Takshashila School of Civil Services


Signature _____
Principal
Gogamukh College
Date :

Takshashila School of Civil Services

Gogamukh College

Name: TULSI PRIYA BOROLOI

Name: DR Dilip KR. Jha

Designation: C.E.O

Designation: Principal,

Address: DISPUR WEST GATE

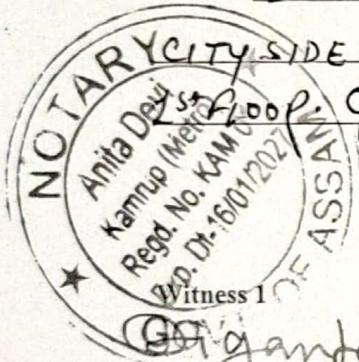
Address: Gogamukh college

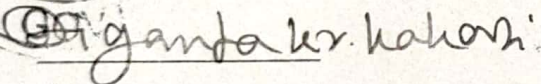
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Gogamukh

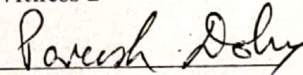
Floor: 9th 781006.

Shemaji 787034




Signature _____

Witness 2


Signature _____

Signature

Signature

Name: Goganta kr. kahasi

Name: PARESH DOLEY

Address: Gogamukh college


Address: GOGAMUKH COLLEGE

Gogamukh

P.O. GOGAMUKH .

Shemaji, Assam

Execution is admitted by the executant (s) and identified by Bhupali Meeni Advocate/Personally known to me on this 28 th day of August 2023 at Guwahati.


(A. Devi)
NOTARY
GUWAHATI

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28 AUG 2023 KAMRUP