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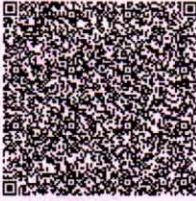
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Purchased by : TAKSHASHILA SCHOOL OF CIVIL SERVICES
Description of Document : Article 5 Agreement or Memorandum of an agreement
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MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Takshashila School of Civil Services, Guwahati, Assam

&

Moridhal College, Dhemaji, Assam



For Takshashila School of Civil Services

Rajin Begu
Proprietor

For Takshashila School of Civil Services

Rajin Begu
Proprietor



MEMORANDUM OF UNDERSTANDING
Between
Takshashila School of Civil Services
And
Moridhal College

This memorandum of understanding, MOU is made and entered into on the day of **11.08.2023** between the **Takshashila School of Civil Services**, 6th Floor, Unique Avenue, Super Market, Dispur, Guwahati-781006 (Assam) herein and thereafter mentioned as TSCS and **Moridhal College, Dhemaji, Assam**.

Takshashila School of Civil Services, Guwahati, approached Moridhal College, Dhemaji, 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.

Moridhal College, Dhemaji, 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. **Moridhal College, Dhemaji, 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, **Moridhal College, Dhemaji, 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 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 **Moridhal College, Dhemaji, Assam** shall be shared between the **Moridhal College, Dhemaji, Assam** and TSCS in the ratio of 15 : 85, i.e., 15% shall remain with the **Moridhal 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**

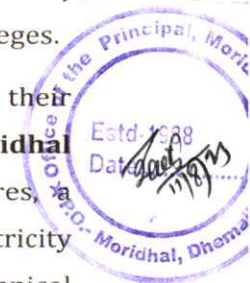
Any misunderstanding or dispute between the parties shall be settled by the arbitrator appointed by the mutual agreement of both parties.

(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) **Moridhal College, Dhemaji, 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 **Moridhal College, Dhemaji, Assam** for the better future of students of the and neighboring public colleges.
- (b) **Moridhal College, Dhemaji, Assam** and TSCS have agreed to share their resources for the purpose mentioned in Para 2 of this MoU, whereby **Moridhal College, Dhemaji, 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 **Moridhal College, Dhemaji, 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, **Moridhal College, Dhemaji, 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) **Moridhal College, Dhemaji, Assam** will be free to use the infrastructure, technical or other facilities put up by TSCS in the campus of **Moridhal College, Dhemaji, Assam** when TSCS will not use the same.
- (g) The terms and conditions mentioned in this agreement and the conduct of courses run in **Moridhal College, Dhemaji, 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

Signature Biju Pegu Proprietor

Takshashila School of Civil Services

Name: Mr. Biju Pegu

Designation: Director

Address: _____

Witness 1

Signature [Signature]

Name: HARBAOS SINHA

Address: TAKSHASHILA SCHOOL
OF CIVIL SERVICES,
GUWANATI

Signature [Signature]
Principal
Moridhal College
P.O. Moridhal, Dhemaji

Name: Dr. Dipen Saikia

Designation: Principal

Address: _____

Witness 2

Signature [Signature]

Name: Dr. Lekham Gogoi

Address: coordinator, ISAC
Moridhal College