

असम ASSAM

N 048070

SERVICES AGREEMENT  
For  
Special Services (Employability) for  
A] Existing Final Year Students &  
B] New Degree Apprenticeship Programs by HEI  
Between

Tingkhong College  
Tingkhong, Dibrugarh, Assam- 786612

And

ASSAM ELECTRONICS DEVELOPMENT CORPORATION LTD.  
Industrial Estate, Bamunimaidan, Guwahati- 781021, Assam

And

TEAMLEASE EDTECH LIMITED  
903, Western Edge II,  
Western Express Highway, Borivali (E), Mumbai - 400066  
5<sup>th</sup> of September, 2023



Principal  
Tingkhong College  
Moruchin Gogoi

# Services Agreement

**THIS AGREEMENT** is made this 5<sup>th</sup> September 2023 (Effective Date), by and between:

(i) **Tingkhong College** having its headquarters at Tingkhong, Dist. Dibrugarh, Assam-786 612, hereinafter called the "HEI" or the 'First Party' of the **FIRST PART**.

AND

(ii) **ASSAM ELECTRONICS DEVELOPMENT CORPORATION LTD. (AMTRON)**, having its registered office at, Industrial Estate, Bamunimaidan, Guwahati- 781021, Assam, hereinafter called "**Program Manager**" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their administrators, successors in business and permitted assigns) or the '**Second Party**' of the Other Part

AND

(iii) **TEAMLEASE EDTECH LTD.**, having its registered office at 903, Western Edge II, Western Express Highway, Borivali (E), Mumbai - 400066 and possessing ROC registration number U80301MH2010PTC211390 hereinafter called "**Technology Service Provider**" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their administrators, successors in business and permitted assigns) or the '**Third Party**' of the Other Part

## Where as

1. The Technology Service Provider is a Company incorporated under the Companies Act, I of 1956 and is engaged in the business of providing Education Support services for Educational HEIs and Universities.
2. The HEI is a UGC approved HEI that has endeavoured to launch programmes that will create employable manpower, which is of crucial importance to the economy of the state and the country.
3. The HEI is committed to make learning more effective by application of new technology and innovations.. Further the HEI is committed to provide a wide range of professional and vocational Programs to meet the changing socio-economic needs, with human values and purposeful social responsibility.
4. The Technology Service Provider shall provide its services for all Programs offered by the HEI subject to the terms and conditions hereinafter recorded and agreed to between the parties.
5. The Program Manager shall provide program management for all Programs offered by the HEI subject to the terms and conditions hereinafter recorded and agreed to between the parties.

NOW THEREFORE, IN VIEW OF THE MUTUAL PROMISES AND CONSIDERATION SET OUT HEREIN, the Technology Service Provider and the HEI (each individually a "Party"

*M. J. G. G. G.*  
*Principal*  
**Tingkhong College.**



hereto and collectively the "Parties") have agreed to enter into this Services Agreement ("Agreement") to govern the way in which the Technology Service Provider will provide Academic Support Services to all DA Programs offered by the HEI.

## Scope of Agreement

### 1.1 Scope

This Agreement shall govern the provision of the Employability & Upskilling Services (Apprenticeship/Internship/Trainee/Employee) henceforth known as 'Special Services' to Students who are admitted in existing Programs or new Degree Apprenticeship (DA) Programs (Degree, Diploma, Certificate Programs) by the HEI as per the Program Schedule. The Primary Service will include Special Services delivered to the student on behalf of the HEI by the Technology Service Provider & the Program Manager will handle the program management.

The Special Services will be provided to the HEI students in 2 Formats

- **Format A - Special Services for the Final Year Students**
- **Format B - Launch of new Degree Apprenticeship (DA) Programs with Special Services**

The responsibilities of each party are mentioned in **Annexure A**. The complete list of Programs intended to be covered by this Agreement is provided in **Annexure B** to this Agreement. The afore-mentioned list may be modified by mutual consent at any stage as may be required therein. The fees sharing arrangement between the parties is covered in **Annexure C**. The refund policy is covered in **Annexure D** to this agreement.

### 1.2 Commencement and Duration of this Agreement

This Agreement shall come into effect on the Effective Date and shall continue till the completion of an initial period of Five years. The Agreement may be renewed with written consent of both the parties for a further period unless either of the parties decides otherwise. In case, any one of the parties decides not to continue or renew the Agreement, the party shall be required to give a written notice to the other party of at least 90 days prior to the expiration of this Agreement.

### 1.3 Approvals and Required Consents

Each Party shall at all times and at its own expense (a) strictly comply with all Applicable Laws, now or hereafter in effect, relating to its performance of this Agreement; (b) pay all fees and other charges required by such Applicable Laws; (c) maintain in full force and effect all licenses, permits, authorizations, registrations and qualification from any Authority to the extent necessary to perform its obligations hereunder; and (d) Cooperate with each other to the fullest extent to fulfill the above mentioned requirements.

*Handwritten signature*

Principal  
Tingkhong College



## Breach & Rectification

In the event that either Party believes that the other is in material breach of its obligations under this Agreement, such aggrieved Party may

- i. Serve a Sixty (60) days' notice for curing this material breach. Any notice served pursuant to this Article shall give reasonable details of the Material Breach.
- ii. If the Material Breach is not rectified within this period of 60 days, the aggrieved Party will have the option to terminate the Agreement immediately.

### 1.4 Effect of Termination

On the termination of this Agreement as per the effective date aforesaid, the HEI shall stop the use of the Special Services & the Content and shall return the same to the Technology Service Provider forthwith, along with all documentation copies related to the Service. The Technology Service Provider will continue to service all enrolled students and the HEI will provide necessary support such as conducting exams and the issuing of certificates until the successful completion of the Programs they are admitted for as per the agreed-upon terms and conditions as provided therein. The Fee sharing for these set of students shall continue for this remaining extended period as per the Annexure C.

### 1.5 Dispute Resolution

This Agreement shall be interpreted and construed in accordance with the laws of India. Any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof, which cannot be resolved through mutual discussions, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. In the event the Parties are unable to agree on who the sole arbitrator will be, the dispute shall be finally settled by a sole arbitrator, appointed pursuant to Section 11 of the Arbitration and Conciliation Act, 1996. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Guwahati, Assam. Each Party shall bear their own costs and expenses, incurred in connection with the arbitration proceedings.

## Indemnification

Each Party shall indemnify and hold the other Parties harmless from third-party claims arising from or related to

- a) A breach of the terms of this Agreement; or
- b) A violation of any Applicable Law.

The foregoing is, however, conditional upon the aggrieved party ("Indemnified Party") (i) notifying the party in breach ("Indemnifying Party") in writing and in detail without

*W. J. Agci*

Principal  
Tingkhong College



undue delay, (ii) authorizing the Indemnifying Party to conduct any judicial proceedings with such third party on its own, and (iii) providing the Indemnifying Party (at the expense of the Indemnifying Party) with any reasonable assistance so that the Indemnifying Party can defend such third party claims.

## Protection & Limitation

### 1.6 Warranties

The Technology Service Provider warrants and represents to the HEI that:

- i. it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
- ii. this Agreement is executed by a duly authorized representative of Technology Service Provider;
- iii. it shall discharge its obligations under this Agreement with due skill, care and diligence.

The Program Manager warrants and represents to the HEI that:

- iv. it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
- v. this Agreement is executed by a duly authorized representative of the Program Manager;
- vi. it shall discharge its obligations under this Agreement with due skill, care and diligence.

The HEI warrants and represents to the Technology Service Provider and the Program Manager that:

- i. it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
- ii. this Agreement is executed by a duly authorized representative of the HEI;
- iii. it shall discharge its obligations under this Agreement with due skill, care and diligence.

### 1.7 Limitation of Liability

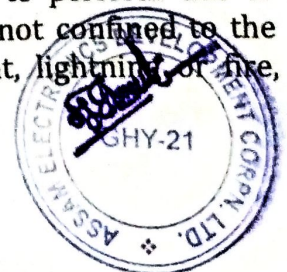
Notwithstanding anything to the contrary elsewhere contained in this Agreement between the parties, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had advance notice of the possibility of any such damages

### 1.8 Force Majeure

Neither Party to this Agreement shall be liable to the other for any loss or damage which may be suffered by the other, due (directly/indirectly) to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform due to ("Force Majeure") events such as but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire,

NG/09/01

Principal  
Tingkhong College



earthquakes, strike, communal clashes, incidents of violence, lock-outs beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article.

The Party seeking to rely on Force Majeure shall promptly, within 2 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense with particulars detailed in writing to the other Party and shall demonstrate that it has and is taking all reasonable measures to mitigate the events of Force Majeure.

### Intellectual Property

Each party owns, and will continue to own all rights, title and interests in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this Agreement, or that it created or acquired independently of its obligations pursuant to this Agreement (collectively, "**Pre-existing Works**"). All rights in Pre-existing Works not expressly transferred herein are reserved to the owner.

Specifically, all Intellectual Property created by the Technology Service Provider or its Partners at their cost is considered as Pre Existing Works and will continue to be the exclusive property of the Technology Service Provider. Content created and provided by the HEI will remain the exclusive property of the HEI, other than to the extent it has permitted use by the Technology Service Provider under this Agreement.

### Miscellaneous

**Independent Contractor** - Personnel assigned by Technology Service Provider to perform the Services shall be employees of Technology Service Provider, and under no circumstances will such personnel be considered employees of the HEI. Technology Service Provider shall have the sole responsibility for supervision and control of its personnel. The personnel are under the direct control and disposal of the Technology Service Provider in respect of the execution of the services forming part of the responsibilities assigned to the Technology Service Provider. Technology Service Provider shall have the sole responsibility for payment of such personnel's entire compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all applicable laws.

**Trademarks, Publicity** - Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either along or in conjunction with any other person any press release, information, article, photograph,

*mcgani*  
Principal  
Tingkhong College

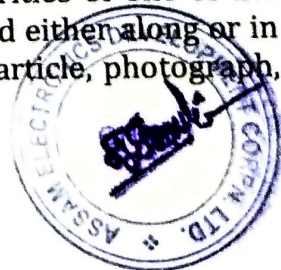


illustration or any other material of whatever kind relating to this Agreement without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed.

**Assignment** - This Agreement and the rights and obligations contained herein may not be assigned by either Party without the written consent of the other Party.

**Severability** - If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question, which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

**Delays or Omissions** - No delay or omission to exercise any right, power or remedy accruing to any Party, upon any breach or default of any Party hereto under this Agreement, shall impair any such right, power or remedy of any Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach of default under this Agreement or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this in the Agreement, or by law or otherwise afforded to any Party shall be cumulative and not alternative.

**Compliance with Laws & Regulations** - Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all Applicable Law. For the avoidance of doubt the obligations of the Parties to this Agreement are subject to their respective compliance with all Applicable Law.

**Entire Agreement** - This Agreement and all schedules appended thereto constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein.

**Survivability** - The termination or expiry of this Agreement for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

**Amendment** - The Parties acknowledge and agree that amendment to this agreement shall be made in writing. Any such amendment made in writing shall be binding upon the Parties.

*MCYogi*  
Principal  
Tingkhong College



## Notices

(a) Any notice required to be given by any party hereto to the other under this Agreement or in law shall be issued in writing and sent either by facsimile, email, registered post acknowledgement due or by hand delivery at the details given below:

### Party of the First Part (UNIVERSITY)

Address: The Principal  
Tingkhong College  
P. O. Tingkhong, Dist.  
Dibrugarh, Assam-786 612

Email address: tingkhongcollege@gmail.com

### Party of the Second Part (SUPPORT SERVICE PROVIDER)

Address: The Managing Director,  
Assam Electronics Development Corporation Limited,  
(AMTRON)  
Industrial Estate, Bamunimaidan, Guwahati- 781021, Assam

Email address: md@amtron.in

### Party of the Other Part (TECHNOLOGY SERVICE PROVIDER)

Address : The CEO,  
TeamLease Edtech Ltd, 903, Western Edge II,  
WE Highway, Borivali East, Mumbai - 400066

Email address : edtech@teamlease.com

(b) A notice to a party must be addressed to that party at the address mentioned above or such other address as may be notified.

(c) A notice sent by mail or delivered by hand is effective upon receipt.



(d) A notice sent by facsimile or email is effective upon receipt of confirmation of successful transmission to the recipient unless it transmitted after the close of normal business hours, or on a Saturday, Sunday or a public holiday, in which case it is effective on the opening of business on the next business working day at the intended place of receipt.

IN WITNESS WHEREOF the Parties have by duly authorized representatives set their respective hands and seal on the date first above written in the presence of

*Nyogai*  
Principal  
Tingkhong College





<p>Signed and delivered for and behalf of Tingkhong College:</p> <p>Signature: <i>M. J. Gogoi</i> Principal Tingkhong College</p> <p>Name: <i>Dr. Mouchuni Gogoi</i> Designation: Principal Date: 05/09/2023</p>	<p><b>In the presence of:</b></p> <p>Witness</p> <p>Signature: <i>Yasmin</i></p> <p>Name: <i>Nawab Tabassum Yasmin</i> Date: 05/09/2023</p>
<p>Signed and delivered for and behalf of Assam Electronics Development Corporation Limited (AMTRON):</p> <p>Signature: </p> <p>Name: Designation: Date:</p>	<p><b>In the presence of:</b></p> <p>Witness</p> <p>Signature:</p> <p>Name: Date:</p>
<p>Signed and delivered for and behalf of Team Lease Edtech Limited:</p> <p>Signature: </p> <p>Name: Designation: Date:</p>	<p><b>In the presence of:</b></p> <p>Witness</p> <p>Signature:</p> <p>Name: Date:</p>