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TINGKHONG COLLEGE

Article 5 Agreement or Memorandum of an agreement

**AGREEMENT** 

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(Zero)

: TINGKHONG COLLEGE

IAS TANGENT

TINGKHONG GOLLEGE

100

(One Hundred only)



SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCILESTAMP.COM

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Principal Principal

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# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into at "Guwahati" on this day of 31.05.2024.

### By and with:

Tingkhong College being the first party having its Registered office at Tingkhong College, Tingkhong, Dibrugarh, Assam, 786612 (hereinafter referred to as "Institution", which expression shall, unless excluded by or repugnant to the subject or context whereof shall be deemed to include its successors and permitted assigns), of the ONE PART;

#### AND

IAS TANGENT, the second party having its registered office at House No.238, P.O, VIP Rd, Udayan Vihar, Pathar Quarry, Guwahati, No.2, Assam 781171, Guwahati, Assam hereinafter referred to as "Service Provider", which term shall include Affiliates of "Service Provider" of the OTHER PART.

Both "Institution" and "Service Provider" are collectively referred to as "Parties" and individually as "Party".

WHEREAS "Service Provider" is in the business of coaching for competitive exams and other educational services and the "Institution" has agreed to avail the services of "Service Provider" for its students and the "Service Provider" has agreed to provide its services to "Institution's" students based upon the terms and conditions as set forth hereinafter.

AND WHEREAS the parties are desirous of recording the terms and conditions under or upon which the said services are to be rendered by "Service Provider".

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

- 1. The "Service Provider" will provide coaching and other educational related services to the students of the "Institution" and other prospective candidates and employ its expertise in ensuring that the students are coached and trained properly for any competitive exam they wish to appear for.
- 2. Both the parties have signed an agreement in order to create awareness jointly about the government competitive exams and educational related services in the college and the surrounding areas for betterment of the society.

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SIGNATURE OF THE INSTITUION

Principal
TINGKHONG COLLEGE

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EXTRACTOR!

- 4. "Service Provider" will be empanelled with the "Institution" as a Coaching Service Provider and all requirements with respect to external coaching with regard to its students will be communicated by the "Institution" to the "Service Provider".
  - 5. "Service Provider" will engage the required numbers of trained, skilled and experienced personnel(s) to diligently perform the services as mentioned under this MOU for "Institution".
    - 6. "Institution" shall not be required to pay any amount to the "Service Provider" for its services.
      - 7. The "Service Provider" will use its best efforts to train, coach and help students for the exams and also the counseling part.
        - 8. The detailed scope of the services relating to this present MOU is mentioned and included in "Annexure- A" and will form the part of this MOU.
        - 9. "Service Provider" on its own behalf and on behalf of its staff(s)/personnel(s) agrees that it will hold in trust and confidence all Confidential Information of "Institution" and will not disclose to others, directly or indirectly. "Service Provider" if required also agrees to enter into a Non-Disclosure MOU with "Institution".
          - 10. "Service Provider" hereby represents and warrants the "Institution" that "Service Provider" has the right, authority and power to enter into this MOU and all the required valid license, approvals, No-objections, permissions and such other statutory requirements as may be required to perform its obligations here-under. "Institution" hereby represents and warrants to "Service Provider" that "Institution" has the right, authority and power to enter into this MOU, perform its obligations here-under.
            - 11. All communications or notices permitted or required to be given or served under this MOU shall be in writing, shall be addressed to the parties at the party's address as set forth above, and shall be deemed to have been duly given or served if delivered in person or through courier or postal department or through email.
              - 12. Any dispute and or difference arising out of, or relating to this contract including interpretation of its terms will be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions then the matter will be referred for adjudication to the arbitration of a person mutually appointed by the parties in accordance with the Arbitration & Conciliation Act, 1996. The decision of the arbitrator shall be final and binding on the parties. The judicial proceeding shall be in English Language. The arbitration shall be at a place as mutually decided by both the Parties.

Mouch uni Gogoi. SIGNATURE OF THE INSTITUTION

Principal
TINGKHONG COLLEGE

13. This MOU shall be governed and interpreted in accordance with the laws of India and the Courts at Guwahati only shall have exclusive jurisdiction in all matters arising out of this MOU.

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- 14. This MOU along with its "Annexure-A" constitutes and represents the entire MOU between the parties hereto on the subject matter hereof and cancels and supersedes all prior arrangements, MOUs and understandings, whether oral or written, on the subject matter hereof and no modification or amendment of any of the terms of this MOU shall be valid and binding unless signed by or on behalf of both parties hereto.
  - 15. Scholarships, discounts or any sorts of deductions /benefits may be provided to any sections/ category of candidates after prior approval of the management of the service provider.
    - 16. For delivery of the classes, the infrastructure and utilities of the institution is to be used. No charges, fees, rent or royalty etc. is required to be paid for using the classroom within 12 months of initiation of the classes. After completion of 12 months the management of both the 'service provider' and 'institution' will jointly decide the rates or charges to be imposed, if any.
      - 17. The MoU will be valid for a period of 36 months as it will be effective from date of signing and it will be renewed prior to 45 days of completion of the MOU end date.
        - 18. The Classes began in the Month of December 2023, and for formalization we are required to establish a Memorandum of Understanding.

Both the Parties jointly accept the above terms and duly affix the signature as under:

Signed for and on behalf of

Tingkhong College

"Institution" aforesaid,

Mouchuni Goga.

Authorized Signatory

Designation: Principal Date: 04/06/24

Signed for and on behalf of,

IAS TANGENT

"Service Provider" aforesaid

**Authorized Signatory** 

Name: Abhigyan

Designation: Director

Date: 31/05/2024

Mouchum Goga! SIGNATURE OF THE INSTITUTION

Principal TINGKHONG COLLEGE

# SCOPE OF WORK / SERVICES :

# obligations of "Service Provider":

1. "Service Provider" shall receive and record the requirements of the "Institution" and ensure its accuracy. Also the "Service Provider" shall conduct detailed online examinations/tests/interviews including any specific tests/interviews as per the requirement of the "Institution".

2. "Service Provider" shall be responsible for ensuring that specific and correct information is given to the students about the exams.

# Obligations of "Institution":

## **Obligations of Both The Parties:**

1. "Service Provider" shall not be liable for any inadequacies and inaccuracies for the information provided by the "Institution" to the "Service Provider".

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## ANNEXURE - B

# INSTITUTION'S INFORMATION SHEET (To be provided and filled by the Institution)

Institution Name	Tingkhong College		
Regd. Address	Tingkhong College, Ting	khong-786612	
Reguiria			
	HOD		
Contact details for Name:	HOD  Dr Mouchumi Gogoi	E-mail Address:	tingkhongcollege@gmail.con

# Point of Contact for Escalation:

Name of person  Desk Phone#	Mr Jonardan Hazarika	Designation	Assistant Professor
	NA	Mobile	91-7086193472
Email	jonardanhazarika@gmail.com		

Mouch me Goga'.

SIGNATURE OF THE INSTITUION

Principal

TINGKHONG COLLEGE