

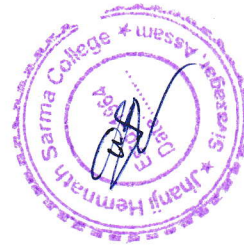
MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Takshashila School of Civil Services, Guwahati, Assam

&

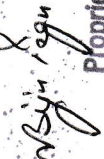
Jhanji Hemnath Sarma College, Sivasagar, Assam




Principal
Jhanji Hemnath Sarma College


Proprietor


Principal
Jhanji Hemnath Sarma College

For Takshashila School of Civil Services

Proprietor



MEMORANDUM OF UNDERSTANDING
Between
Takshashila School of Civil Services
And
Jhanji Hemnath Sarma College

This memorandum of understanding, MOU is made and entered into on the day of ~~26~~ **28** 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 **Jhanji Hemnath Sarma College, Sivasagar, Assam**.

Takshashila School of Civil Services, Guwahati, approached Jhanji Hemnath Sarma College, Sivasagar, 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.

Jhanji Hemnath Sarma College, Sivasagar, 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. **Jhanji Hemnath Sarma College, Sivasagar, 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, **Jhanji Hemnath Sarma College, Sivasagar, 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 the 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 **Jhanji Hemnath Sarma College, Sivasagar, Assam** shall be shared between the **Jhanji Hemnath Sarma College, Sivasagar, Assam** and TSCS in the ratio of 15 : 85, i.e., 15% shall remain with the **Jhanji Hemnath Sarma 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) **Jhanji Hemnath Sarma College, Sivasagar, 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 **Jhanji Hemnath Sarma College, Sivasagar, Assam** for the better future of students of the and neighboring public colleges.

(b) **Jhanji Hemnath Sarma College, Sivasagar, Assam** and TSCS have agreed to share their resources for the purpose mentioned in Para 2 of this MoU, whereby **Jhanji Hemnath Sarma College, Sivasagar, 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 **Jhanji Hemnath Sarma College, Sivasagar, 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, **Jhanji Hemnath Sarma College, Sivasagar, Assam** shall not be liable for these expenditures.

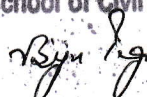
(e) The study material, tests, and lecture videos provided to the students shall be the exclusive property of the TSCS and cannot be duplicated, reproduced, or misused (either in part or in whole) by anybody.



- (f) **Jhanji Hemnath Sarma College, Sivasagar, Assam** will be free to use the infrastructure, technical or other facilities put up by TSCS in the campus of **Jhanji Hemnath Sarma College, Sivasagar, Assam** when TSCS will not use the same.
- (g) The terms and conditions mentioned in this agreement and the conduct of courses run in **Jhanji Hemnath Sarma College, Sivasagar, 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


 _____ Proprietor

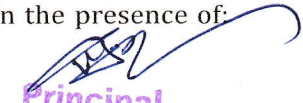
Signature

Takshashila School of Civil Services

Name: Mr. Biju Pegu

Designation: Director

Address: _____


 Principal
 Jhanji Hemnath Sarma College

Signature

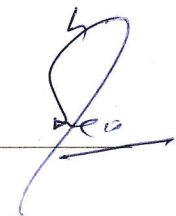
Jhanji Hemnath Sarma College

Name: Dr. Manjit Gogoi

Designation: Principal

Address: _____

Witness 1



 Signature


Name: HARBANS SINGH

Address: TAKSHASHILA

SCHOOL OF CIVIL SERVICES,

GUWAHATI

Witness 2



 Signature

Name: BIDYADHAR BARUAH

Address: Jhanji Hemnath
Sarma College,
Jhanji, Sivasagar.