

## Memorandum of Understanding

This Memorandum of understanding entered in to at Lakhimpur on 08/03/2020

Between

M/S ICT Academy, a society incorporated under the Tamil Nadu Societies Registration Act, 1975 and having its office at E1 COT Complex, 2-7 Developed Plots, Industrial Estate, Perungudi, Chennai - 600 096, Tamil Nadu, India and its Regional office at ICT ACADEMY, 20-2<sup>nd</sup> Floor, Fortune Central, Basisthapur, Beltola, Guwahati-781028.

AND

L.T.K College, Assam being the beneficiary of this MoU having its campus in Azad, North Lakhimpur, Assam - 787031.

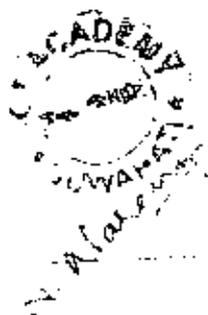
Whereas

ICT Academy is an initiative of the Government of India in collaboration with the state Governments and Industries. ICT Academy is a not-for-profit society, the first of its kind pioneer venture under the Public-Private-Partnership (PPP) model that endeavors to train the higher education teachers and students thereby exercises on developing the next generation teachers and industry ready students.

ICT Academy was started to meet the skill requirements of the industry and generate more employment especially in tier 2 and 3 towns, the rural parts of the country. The organization was formed with representations from the State Governments, leading companies in the ICT industry and National Association of Software Services Companies (NASSCOM) in India.

With training of teachers and students as the primary objective, ICT Academy has been working through a seven pillar program in the areas of Faculty Development, Student Skill Development, Entrepreneurship Development, Youth Empowerment, Industry- Institute Interaction, Digital Empowerment and Research & Publications.

ICT Academy has approached L.T.K COLLEGE, ASSAM to be the institutional member of ICT Academy to offer various courses to the teachers of the college.



ICT Academy is also keen on collaborating with L.T.K COLLEGE, ASSAM and is agreeable to enter into this MOU with L.T.K COLLEGE, ASSAM as per the terms and conditions set out hereafter.

Now this MOU witnesses as under

**1. Scope of the MOU**

- 1.1. L.T.K COLLEGE, ASSAM hereby agrees to become the institutional member of ICT Academy to offer its services to the teachers/researchers in L.T.K COLLEGE, ASSAM
- 1.2. ICT Academy agrees to provide the following services to the teachers/researchers of L.T.K COLLEGE, ASSAM
  - 1.2.1. ICT Academy shall provide Industry relevant Training Programs in the domain of ICT, for the Teachers / Research scholars
  - 1.2.2. ICT Academy shall provide industry relevant training programs for the students, at a nominal cost mutually agreed by both the parties
  - 1.2.3. ICT Academy shall make its content accessible through a web portal for the teachers/researchers of the institutions
  - 1.2.4. ICT Academy shall conduct guest lectures, seminars, workshop and conferences for the teachers and the students in association with university and its colleges
  - 1.2.5. ICT Academy would provide assistance in Research activities to the teachers by way of supervision and collaboration
  - 1.2.6. ICT Academy shall invite the teachers/researchers to submit research papers for publishing in ICTACT Journals
  - 1.2.7. ICT Academy shall invite for research proposals for funding, which shall be applied for joint funding from research funding bodies.
- 1.3. L.T.K COLLEGE, ASSAM shall notify about the program of ICT Academy to its departments and assist in the active participation of the teachers.
- 1.4. L.T.K COLLEGE, ASSAM shall provide the following infrastructure at its campus for some of the training programs, workshops and conferences to be conducted by ICT Academy.
  - 1.4.1. Computer Lab infrastructure (Hardware, software and peripherals)
  - 1.4.2. Training room for conducting the training programs
  - 1.4.3. Conference Hall/seminar Hall/Auditorium
  - 1.4.4. LCD projector and screen.
- 1.5. The teachers/researchers of L.T.K COLLEGE, ASSAM would attend some special training programs at ICT Academy Campus, Chennai (if interested) ICT Academy shall provide necessary infrastructure for the conductance of the training program.
- 1.6. L.T.K COLLEGE, ASSAM hereby undertakes that it shall not utilize the



A/

Contents, training materials and such other information provided hereunder beyond the scope of this MOU and shall not share such information with any third party or render services utilizing the materials, contents, training materials to the third parties without the consent of ICT Academy except for academic activities.

- 1.7. ICT Academy agrees to provide various domain specific training program to the teachers in the university and its colleges on regular basis.
- 1.8. ICT Academy shall bring industry certified trainers of the L.T.K COLLEGE, ASSAM on every program conducted for the teachers/researchers of the college.
- 1.9. Both the parties shall explore and jointly develop new course for the teachers from time to time the terms for the same will be discussed as and when required
- 1.10. Both the parties shall explore to work on specific ICT related research areas as per the industry requirement and agreed upon by both the parties

## 2. Operation of this MOU

Upon execution of this MOU, ICT Academy shall communicate to L.T.K COLLEGE, ASSAM the training schedules. Thereupon, the parties shall mutually discuss and agree on the operational terms based on which ICT Academy would offer its various other services.

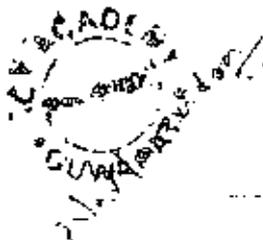
## 3. Validity of this MOU

The validity of this MOU would be for One year from the date of the signing. The MOU may be renewed through a new MOU on completion of One year on such terms mutually agreed between the parties. Both parties shall have the right to terminate this MOU if any of the party does not comply with its obligations under this MOU by issuing 30 days prior notice

## 4. Confidentiality

- 4.1 The parties shall treat all information, documents, contents and materials that are specifically declared as confidential pertaining to ICT Academy or L.T.K COLLEGE, ASSAM provided under this MOU as confidential.
- 4.2 ICT Academy or L.T.K COLLEGE, ASSAM shall not disclose any aspect of any confidential information to any third party in any manner whatsoever other than in the normal course of agreed terms under this MOU.
- 4.3 The confidentiality of information shall survive until the termination of this Agreement.

5. Upon the termination of this MOU, L.T.K COLLEGE, ASSAM shall return all the contents, training materials and such other information provided by ICT Academy under this MOU duly without any undue delay and in cases where such information is not capable of being returned, destroy the same and provide a certification to that to ICT Academy.



**6. Intellectual Property**

All the intellectual Property rights with respect to the programs contents provided by ICT Academy shall vest with ICT Academy and upon the termination of this agreement by efflux of time or such other earlier termination, L.T.K COLLEGE, ASSAM shall not have the right to use programs, contents, and such other training materials installed under this MOU and return the same to ICT Academy.

**7. Notices**

All notices regarding this agreement shall be by personal delivery or by certified or registered mail postage prepaid or by courier, at the address as either of them may so provide by notice given to the other in the same manner. Any such notices shall be deemed received when actually delivered if personal delivery or three days after delivered to an overnight or express mail facility, if delivered through post.

**8. Governing Law**

This MOU is made under and shall be governed by and construed under the law of the republic of India under the jurisdiction of the courts at Guwahati/Chennai.

**9. Commercial**

It is a Non Commercial MOU between ICT Academy and L.T.K COLLEGE, ASSAM. The College will provide the infrastructure and space to host the Faculty Development Programs at their premises.

**10. Arbitration**

In the event any of any claim, controversy, dispute or difference between the parties, arising out of or in connection with or in relation to this agreement either party will be entitled refer the same to arbitration in accordance with the rules of arbitrators, one to be appointed by ICT Academy, the other to be appointed by L.T.K COLLEGE, ASSAM and the third to be appointed by the two arbitrators appointed by the parties. The award of the arbitrators shall be final and binding on the parties

The Arbitration proceedings shall be held at Guwahati/Chennai.

In witness whereof the parties have executed this MOU on 08/03/2020.

For ICT Academy

For L.T.K COLLEGE, ASSAM

Name: Narendran N.

Name: Dr. Bubul Kr. Saikia

Designation: Senior Manager

Designation: Principal, L.T.K. College

Witness 1: Subhash Upadhyay  
Relationship Manager  
ICT Academy

Witness 2:

## Memorandum of Understanding

This Memorandum of understanding entered in to at Lakhimpur on 06 / 03 / 2020

### Between

**M/S ICT Academy**, a society incorporated under the Tamil Nadu Societies Registration Act, 1975 and having its office at ELCOT Complex, 2-7 Developed Plots, Industrial Estate, Perungudi, Chennai – 600 096 Tamil Nadu, India

### AND

**L.T.K. College, Assam** being the beneficiary of this MoU having one of its campus in Khelmati, North Lakhimpur, Assam, duly represented (hereinafter referred to as L.T.K. College, Assam which expression shall, wherever the context so permits mean and include successors and assigns.)

### Whereas

ICT Academy is an initiative of the Government of India in collaboration with the state Governments and Industries. ICT Academy is a not-for-profit society, the first of its kind pioneer venture under the Public-Private-Partnership (PPP) model that endeavours to train the higher education teachers and students thereby exercises on developing the next generation teachers and industry ready students.

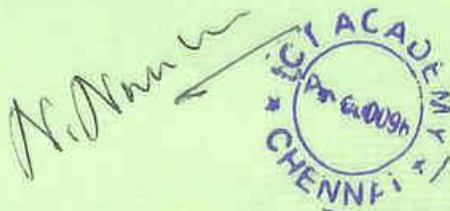
ICT Academy was started to meet the skill requirements of the industry and generate more employment especially in tier 2 and 3 towns, the rural parts of the country. The organization was formed with representations from the State Governments, leading companies in the ICT industry and National Association of Software Services Companies (NASSCOM) in India.

With training of teachers and students as the primary objective, ICT Academy has been working through a seven pillar program in the areas of Faculty Development, Student Skill Development, Entrepreneurship Development, Youth Empowerment, Industry- Institute Interaction, Digital Empowerment and Research & Publications.

ICT Academy has approached L.T.K. COLLEGE, ASSAM to be the institutional member of ICT Academy to offer various courses to the ICT teachers of the college.

ICT Academy is also keen on collaborating with L.T.K. COLLEGE, ASSAM and is agreeable to enter into this MOU with L.T.K. COLLEGE, ASSAM as per the terms and conditions set out hereafter

Now **this MOU witnesses as under**

A handwritten signature in blue ink is written over a blue circular stamp. The stamp contains the text "ICT ACADEMY" at the top, "Perungudi" in the center, and "CHENNAI" at the bottom. There are also some small symbols or marks within the stamp.

## 1. Scope of the MOU

- 1.1. L.T.K. COLLEGE, ASSAM hereby agrees to become the institutional member of ICT Academy to offer its services to the teachers/researchers in L.T.K. COLLEGE, ASSAM.
- 1.2. ICT Academy agrees to provide the following services to the teachers/researchers of L.T.K. COLLEGE, ASSAM.
  - 1.2.1. ICT Academy shall provide Industry relevant Training Programs in the domain of ICT, for the Teachers / Research scholars
  - 1.2.2. ICT Academy shall provide industry relevant training programs for the students, at a nominal cost mutually agreed by both the parties
  - 1.2.3. ICT Academy shall make its content accessible through a web portal for the teachers/researchers of the institutions
  - 1.2.4. ICT Academy shall conduct guest lectures, seminars, workshop and conferences for the teachers and the students in association with UNIVERSITY and its colleges
  - 1.2.5. ICT Academy would provide assistance in Research activities to the teachers by way of supervision and collaboration
  - 1.2.6. ICT Academy shall invite the teachers/researchers to submit research papers for publishing in ICTACT Journals
  - 1.2.7. ICT Academy shall invite for research proposals for funding, which shall be applied for joint funding from research funding bodies.
- 1.3. L.T.K. COLLEGE, ASSAM shall notify about the program of ICT Academy to its departments and assist in the active participation of the teachers.
- 1.4. L.T.K. COLLEGE, ASSAM shall provide the following infrastructure at its campus for some of the training programs, workshops and conferences to be conducted by ICT Academy.
  - 1.4.1. Computer Lab infrastructure (Hardware, software and peripherals)
  - 1.4.2. Training room for conducting the training programs
  - 1.4.3. Conference Hall /seminar Hall/Auditorium
  - 1.4.4. LCD projector and screen
- 1.5. The teachers/researchers of L.T.K. COLLEGE, ASSAM would attend some special training programs at ICT Academy campus, ELCOT complex, Perungudi. ICT Academy shall provide necessary infrastructure for the conductance of the training

A handwritten signature in blue ink is written over a circular blue stamp. The stamp contains the text "ICT ACADEMY" at the top, "CHENNAI" at the bottom, and "ESTD 2009" in the center. There are also some illegible handwritten marks within the stamp.

program.

- 1.6. L.T.K. COLLEGE, ASSAM hereby undertakes that it shall not utilize the contents, training materials and such other information provided hereunder beyond the scope of this MOU and shall not share such information with any third party or render services utilizing the materials, contents, training materials to the third parties without the consent of ICT Academy except for academic activities.
- 1.7. ICT Academy agrees to provide various domain specific training program to the teachers in the UNIVERSITY and its colleges on regular basis
- 1.8. ICT Academy shall bring industry certified trainers of the L.T.K. COLLEGE, ASSAM on every program conducted for the teachers/researchers of the college.
- 1.9. Both the parties shall explore and jointly develop new course for the teachers from time to time the terms for the same will be discussed as and when required
- 1.10. Both the parties shall explore to work on specific ICT related research areas as per the industry requirement and agreed upon by both the parties

## **2. Operation of this MOU**

Upon execution of this MOU, ICT Academy shall communicate to L.T.K. COLLEGE, ASSAM the training schedules. Thereupon, the parties shall mutually discuss and agree on the operational terms based on which ICT Academy would offer its various other services.

## **3. Validity of this MOU**

The validity of this MOU would be for one year from the date of the signing. The MOU may be renewed through a new MOU on completion of one year on such terms mutually agreed between the parties. Both parties shall have the right to terminate this MOU if any of the party does not comply with its obligations under this MOU by issuing 30 days prior notice

## **4. Confidentiality**

- 4.1 The parties shall treat all information, documents, contents and materials that are specifically declared as confidential pertaining to ICT Academy or L.T.K. COLLEGE, ASSAM provided under this MOU as confidential
- 4.2 ICT Academy or L.T.K. COLLEGE, ASSAM shall not disclose any aspect of any confidential information to any third party in any manner whatsoever other than in the

*N. Hanu*  
A circular blue ink stamp with the text "ICT ACADEMY" around the top inner edge and "CHENNAI" around the bottom inner edge. In the center, there is a date "15/08/2018".

normal course of agreed terms under this MOU.

4.3 The confidentiality of information shall survive until the termination of this Agreement.

5. Upon the termination of this MOU, L.T.K. COLLEGE, ASSAM shall return all the contents, training materials and such other information provided by ICT Academy under this MOU duly without any undue delay and in cases where such information is not capable of being returned, destroy the same and provide a certification to that to ICT Academy.

#### **6. Intellectual Property**

All the intellectual Property rights with respect to the programs contents provided by ICT Academy shall vest with ICT Academy and upon the termination of this agreement by efflux of time or such other earlier termination, L.T.K. COLLEGE, ASSAM shall not have the right to use programs, contents, and such other training materials installed under this MOU and return the same to ICT Academy.

#### **7. Notices**

All notices regarding this agreement shall be by personal delivery or by certified or registered mail postage prepaid or by courier, at the address as either of them may so provide by notice given to the other in the same manner. Any such notices shall be deemed received when actually delivered if personal delivery or three days after delivered to an overnight or express mail facility, if delivered through post.

#### **8. Governing Law**

This MOU is made under and shall be governed by and construed under the law of the republic of India under the jurisdiction of the courts at Guwahati/Chennai.

#### **9. Commercials**

It is a Non Commercial MoU between ICT Academy and L.T.K. COLLEGE, ASSAM. The College will provide the infrastructure and space to host the Faculty Development Programs at their premises.

#### **10. Arbitration**

In the event any of any claim, controversy, dispute or difference between the parties, arising out of or in connection with or in relation to this agreement either party will be entitled refer the same to arbitration in accordance with the rules of arbitrators, one to be appointed by ICT Academy, the other to be appointed by L.T.K. COLLEGE, ASSAM and the third to be appointed by the two arbitrators appointed by the parties. The award of the arbitrators

A handwritten signature in black ink is written over a blue circular stamp. The stamp contains the text "ICT ACADEMY" at the top, "CHENNAI" at the bottom, and "Regd. No. 0091" in the center.

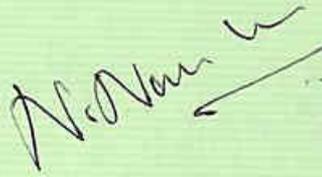
shall be final and binding on the parties

The Arbitration proceedings shall be held at Guwahati/Chennai

In witness whereof the parties have executed this MOU on 06/03/2020

For ICT Academy

For L.T. K. College


Name: NARENDRA kumar

Name:

Designation: SENIOR MANAGER

Designation:

Witness 1: Subhash Upadhyaya

Witness 2:

## Memorandum of Understanding

This Memorandum of understanding entered in to at Lakhimpur on 06 / 03 / 2020

### Between

**M/S ICT Academy**, a society incorporated under the Tamil Nadu Societies Registration Act, 1975 and having its office at ELCOT Complex, 2-7 Developed Plots, Industrial Estate, Perungudi, Chennai – 600 096 Tamil Nadu, India

### AND

**L.T.K. College, Assam** being the beneficiary of this MoU having one of its campus in Khelmati, North Lakhimpur, Assam, duly represented (hereinafter referred to as L.T.K. College, Assam which expression shall, wherever the context so permits mean and include successors and assigns.)

### Whereas

ICT Academy is an initiative of the Government of India in collaboration with the state Governments and Industries. ICT Academy is a not-for-profit society, the first of its kind pioneer venture under the Public-Private-Partnership (PPP) model that endeavours to train the higher education teachers and students thereby exercises on developing the next generation teachers and industry ready students.

ICT Academy was started to meet the skill requirements of the industry and generate more employment especially in tier 2 and 3 towns, the rural parts of the country. The organization was formed with representations from the State Governments, leading companies in the ICT industry and National Association of Software Services Companies (NASSCOM) in India.

With training of teachers and students as the primary objective, ICT Academy has been working through a seven pillar program in the areas of Faculty Development, Student Skill Development, Entrepreneurship Development, Youth Empowerment, Industry- Institute Interaction, Digital Empowerment and Research & Publications.

ICT Academy has approached L.T.K. COLLEGE, ASSAM to be the institutional member of ICT Academy to offer various courses to the ICT teachers of the college.

ICT Academy is also keen on collaborating with L.T.K. COLLEGE, ASSAM and is agreeable to enter into this MOU with L.T.K. COLLEGE, ASSAM as per the terms and conditions set out hereafter

**Now this MOU witnesses as under**

*N. Nishu*  


## 1. Scope of the MOU

- 1.1. L.T.K. COLLEGE, ASSAM hereby agrees to become the institutional member of ICT Academy to offer its services to the teachers/researchers in L.T.K. COLLEGE, ASSAM.
- 1.2. ICT Academy agrees to provide the following services to the teachers/researchers of L.T.K. COLLEGE, ASSAM.
  - 1.2.1. ICT Academy shall provide Industry relevant Training Programs in the domain of ICT, for the Teachers / Research scholars
  - 1.2.2. ICT Academy shall provide industry relevant training programs for the students, at a nominal cost mutually agreed by both the parties
  - 1.2.3. ICT Academy shall make its content accessible through a web portal for the teachers/researchers of the institutions
  - 1.2.4. ICT Academy shall conduct guest lectures, seminars, workshop and conferences for the teachers and the students in association with UNIVERSITY and its colleges
  - 1.2.5. ICT Academy would provide assistance in Research activities to the teachers by way of supervision and collaboration
  - 1.2.6. ICT Academy shall invite the teachers/researchers to submit research papers for publishing in ICTACT Journals
  - 1.2.7. ICT Academy shall invite for research proposals for funding, which shall be applied for joint funding from research funding bodies.
- 1.3. L.T.K. COLLEGE, ASSAM shall notify about the program of ICT Academy to its departments and assist in the active participation of the teachers.
- 1.4. L.T.K. COLLEGE, ASSAM shall provide the following infrastructure at its campus for some of the training programs, workshops and conferences to be conducted by ICT Academy.
  - 1.4.1. Computer Lab infrastructure (Hardware, software and peripherals)
  - 1.4.2. Training room for conducting the training programs
  - 1.4.3. Conference Hall /seminar Hall/Auditorium
  - 1.4.4. LCD projector and screen
- 1.5. The teachers/researchers of L.T.K. COLLEGE, ASSAM would attend some special training programs at ICT Academy campus, ELCOT complex, Perungudi. ICT Academy shall provide necessary infrastructure for the conductance of the training

*N. Anand*  
ICT ACADEMY  
CHENNAI

program.

- 1.6. L.T.K. COLLEGE, ASSAM hereby undertakes that it shall not utilize the contents, training materials and such other information provided hereunder beyond the scope of this MOU and shall not share such information with any third party or render services utilizing the materials, contents, training materials to the third parties without the consent of ICT Academy except for academic activities.
- 1.7. ICT Academy agrees to provide various domain specific training program to the teachers in the UNIVERSITY and its colleges on regular basis
- 1.8. ICT Academy shall bring industry certified trainers of the L.T.K. COLLEGE, ASSAM on every program conducted for the teachers/researchers of the college.
- 1.9. Both the parties shall explore and jointly develop new course for the teachers from time to time the terms for the same will be discussed as and when required
- 1.10. Both the parties shall explore to work on specific ICT related research areas as per the industry requirement and agreed upon by both the parties

## **2. Operation of this MOU**

Upon execution of this MOU, ICT Academy shall communicate to L.T.K. COLLEGE, ASSAM the training schedules. Thereupon, the parties shall mutually discuss and agree on the operational terms based on which ICT Academy would offer its various other services.

## **3. Validity of this MOU**

The validity of this MOU would be for one year from the date of the signing. The MOU may be renewed through a new MOU on completion of one year on such terms mutually agreed between the parties. Both parties shall have the right to terminate this MOU if any of the party does not comply with its obligations under this MOU by issuing 30 days prior notice

## **4. Confidentiality**

- 4.1 The parties shall treat all information, documents, contents and materials that are specifically declared as confidential pertaining to ICT Academy or L.T.K. COLLEGE, ASSAM provided under this MOU as confidential
- 4.2 ICT Academy or L.T.K. COLLEGE, ASSAM shall not disclose any aspect of any confidential information to any third party in any manner whatsoever other than in the

*N. N. N.*  


normal course of agreed terms under this MOU.

4.3 The confidentiality of information shall survive until the termination of this Agreement.

5. Upon the termination of this MOU, L.T.K. COLLEGE, ASSAM shall return all the contents, training materials and such other information provided by ICT Academy under this MOU duly without any undue delay and in cases where such information is not capable of being returned, destroy the same and provide a certification to that to ICT Academy.

#### **6. Intellectual Property**

All the intellectual Property rights with respect to the programs contents provided by ICT Academy shall vest with ICT Academy and upon the termination of this agreement by efflux of time or such other earlier termination, L.T.K. COLLEGE, ASSAM shall not have the right to use programs, contents, and such other training materials installed under this MOU and return the same to ICT Academy.

#### **7. Notices**

All notices regarding this agreement shall be by personal delivery or by certified or registered mail postage prepaid or by courier, at the address as either of them may so provide by notice given to the other in the same manner. Any such notices shall be deemed received when actually delivered if personal delivery or three days after delivered to an overnight or express mail facility, if delivered through post.

#### **8. Governing Law**

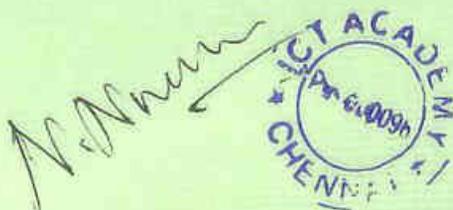
This MOU is made under and shall be governed by and construed under the law of the republic of India under the jurisdiction of the courts at Guwahati/Chennai.

#### **9. Commercial**

It is a Non Commercial MoU between ICT Academy and L.T.K. COLLEGE, ASSAM. The College will provide the infrastructure and space to host the Faculty Development Programs at their premises.

#### **10. Arbitration**

In the event any of any claim, controversy, dispute or difference between the parties, arising out of or in connection with or in relation to this agreement either party will be entitled refer the same to arbitration in accordance with the rules of arbitrators, one to be appointed by ICT Academy, the other to be appointed by L.T.K. COLLEGE, ASSAM and the third to be appointed by the two arbitrators appointed by the parties. The award of the arbitrators

A handwritten signature in blue ink is written over a circular blue stamp. The stamp contains the text "ICT ACADEMY" at the top, "CHENNAI" at the bottom, and "10th Floor, 6th Cross" in the center.

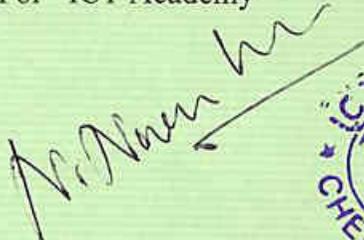
shall be final and binding on the parties

The Arbitration proceedings shall be held at Guwahati/Chennai

In witness whereof the parties have executed this MOU on 06 / 03 / 2020

For ICT Academy

For L.T. K. College


Name: NARENDRA KUMAR

Name:

Designation: SENIOR MANAGER

Designation:

Witness 1: Subhash Upadhyaya .  
Relationship Manager  
ICT Academy .

Witness 2:

NON-BINDING EXPRESSION OF INTEREST

Between

M. S. University of Barode

And

L. T. K. College, North Lakhimpur,  
Assam

The M. S. University of Barode AND L. T. K. College, Assam  
wish to explore possible areas of research, collaboration and scholarly exchange among their students, faculty members, and departments, and research institutes.

Possible activities include:

1. Joint Research Activities
2. Exchange of academic materials and academic publications
3. Exchange of faculty members for research, lectures and discussions
4. Exchange of students for study and research

Nothing in this EOI will establish an exclusive relationship between the parties, and each University may freely elect to engage in research and other initiatives with others.

On Behalf of,

The M. S. University  
of Barode, Vadodara

SIGNATURE:



Dr. Nandini Kannan  
Nodal officer - SIG

Date: 20/01/2020

On Behalf of,

L. T. K. COLLEGE, North  
Lakhimpur

SIGNATURE:



( DR. BUBUL KR. SAIKIA )  
Principal

P. O. Azad, North Lakhimpur  
Pin-787031, Assam

Date: 20th January 2020

email. ltkcollege@yahoo.in

bksaikia12@rediffmail.com

ph. 9954189103



## JK SERVICES

1st Floor, Bharali Complex,  
Beside Hotel Bilas, G.S. Road,  
Near Bora Service, Ulubari,  
Guwahati – 781007 (India)  
Tel : 0361-2454276 / 2452362  
Mob : +91 98540 11506 / 11507  
E-mail : admin@jaykayimpex.in  
GSTIN – 18AAIFJ9992Q2Z1

## AGREEMENT

This service agreement (hereinafter referred to as "agreement" is made on this 28/01/20 vide Agreement No: JKS/RISO/AMC-C/2020/130220 between JK Services Having its registered office at GUWAHATI (herein after called " Seller") and Lakhimpur Telahi Kamala Baria College, North Lakhimpur (Assam) (Herein after called "User")

1. Seller at the request of the user agrees to provide maintenance for the equipment mentioned below:

Equipment	Machine No.	AMC Period		Charges		
		From	To	Basic (Rs.)	GST 18%Basic Amount (Rs.)	Total (Rs.)
RISO CZ 180	86212594			15000	2700	17,700/-

### 2. MAINTAINANCE CHARGE:

The customer hereby undertakes to pay maintenance charge as shown above 100% in advance for the services to be rendered by JK SERVICES. The charge quoted above includes:

- 2.1 Preventive Maintenance once per quarter.
- 2.2 Attending Breakdown calls as and when required.
- 2.3 Free supply of spares required for maintenance during the agreement period (See clause 5 for details of spares which are not covered under AMC.

NOTE: Payment against the AMC shall be made after signing of the agreement by the way of cheque /DD in favor of M/s JK SERVICES payable at Guwahati.

Authorised Business Partner :



**3. CUSTOMERS OBLIGATIONS:**

- 3.1 The customer shall be responsible for providing proper power supply, the environment conditions and site facilities as prescribed by JK SERVICES.
- 3.2 The customer shall provide free of cost adequate working space for the JK SERVICES personnel and storage facilities for test equipment and spare part ,etc.within the installation site. Customer will make equipment available for JK SERVICES for maintenance purposes at all reasonable times.
- 3.3 Any alteration to the equipment by the customer, such as shifting the position etc. shall be made only in concurrence with JK SERVICES.
- 3.4 The maintenance service shall be provided on all working days during the regular business hours of the JK SERVICES. For services during non working days/hours, customer shall make advance request and agree to pay additional charges as decided by JK SERVICES.
- 3.5 The customer shall not directly or indirectly employ any additional attachments, features or devices or make any alteration in or to the equipment without the prior written consent of JK SERVICES.
- 3.6 During the currency of this contract, where required the customer will buy consumables from JK SERVICES or their authorized distributors only, for smooth operation of the machine.
- 3.7 Equipment maintenance charges shall not include the furnishing of consumables and supply items.
- 3.8 The customer shall adequately insure the equipment and media.

**4. LIMITATION OF LIABILITY :**

- 4.1 The successful application operation and management of the equipment shall be the responsibility of the customer. Except in cases where JK SERVICES is proved to have acted wrongfully or negligently, JK SERVICES shall not held liable for any incidental, direct, indirect special or consequential damage in connection with or arising out of the services rendered by JK SERVICES.
- 4.2 JK SERVICES shall be responsible for their machines and employees who are attending the maintenance, repair & replacement work on the machine situated at the contractees premises for any injury sustained by them, but the responsibility for meeting the claims under the workmen's act for persons who are in employment of the contractee. No claim of any kind or damages shall be made by JK SERVICES.
- 4.3 Any repair or alteration arising out of any damage or physical loss caused by the acts of God or Rat Biting or for any reason beyond the control of either party or due to negligence of the customer, the customer agrees to pay the estimated additional charges thereof.
- 4.4 Decision of replacing or repairing a spare will be at the sole discretion of JK SERVICES.
- 4.5 Defective Items for which free replacement has been given will be property of JK SERVICES.
- 4.6 AMC for RISOGRAPH will be valid for one year or 5 lakh copies whichever is earlier.
- 4.7 Operating Software installed with the machine can be reinstalled only two more times without extra charges. Additional request will be charged extra.

**5. SPARES NOT COVERED UNDER AMC :**

Equipment	Name of Spare
RISO	Exterior Covers, Drum Unit & Its Parts, TPH & Scanner, Pressure Roller, All Type of PCB'S

**6. FORCE MAJEURE:**

JK SERVICES shall not be liable or deemed to be default for any delay or failure in performance stated hereunder resulting directly or indirectly from causes beyond its reasonable control and JK SERVICES shall be prevented from performing its functions under this instrument for a period longer than six months, then both the parties shall discuss the course of action to be taken afterwards.

**7. GENERAL PROVISIONS :**

The instrument shall supersede any all previous communications both oral and written and the provision herein shall not be omitted added to or amended in any manner except in writing and signed by the both parties hereof.

8. JURISDICTION:

In case of any dispute or difference arising at any time between the parties in respect of the instrument they shall be settled by the arbitration act 1940 and will be subject to Guwahati Jurisdiction.

For and on behalf of the Customer  
(Affix rubber stamp)

Authorized Signature

Name (s) Dr. Binoy Kr. Saikia

Designation (s) Principal



For and on behalf of  
J K SERVICES

Authorized Signature

Name (s) Mowoni Basu Mahanta

Designation (s) Work Controller.

