



असम ASSAM

F 384671

Web Maintenance Contract

1. Authorization: This Web Maintenance Contract is entered into as of 25th February, 2021 (the "Effective Date") between the Client, **Principal, Lakhimpur Telahi Kamalabaria College, Azad, Lakhimpur - 787031** and **Managing Director, Dee Tech Solution, HN-04, Dehram Barman Path, Survey, Beltola, Guwahati - 781028** as an independent contractor for the project of maintaining the website of LTK College (ltkcollege.ac.in), Admission/Fee Collection Software (DTECMS - onlineportal.ltkcollege.ac.in), Class App (Class O' Clock - ltk.classoclock.online) that is currently installed on web space on a web hosting service's server. The client hereby authorizes Dee Tech Solution to access this account, and authorizes the web hosting service to provide Dee Tech Solution with "write permission" for the client's webpage directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. This Web Maintenance Contract will be valid for a period of 60 months from the Effective Date. All previous agreement between the two parties shall cancelled from this date.

2. Maintenance: Dee Tech Solution includes the following elements in their Maintenance Agreement:

- Content Changes to web pages. Updates to content of the web pages will be supplied by the client and executed as specified by the client. Changes made on up to maximum 15 pages per month.

Signature of Principal

Signature of Managing Director

- Additional changes and consultation will be charged.
- This additional page must be added with the same layout design as previous pages with no additional features added. This page must also NOT affect the main navigation of the site (i.e., the link to this page must be either from a graphic on a current page or as a text link from a current page.)
- Installation/Update of web pages on the web hosting service.

3. Changes / Additional work / New Development:

- Any changes over the above set criteria under Maintenance
- Addition of new features
- Revisions to be made to the existing features
- Removal of the existing features
- Changes to web structure, design, navigation or functionality
- Bug Fixing

Dee Tech Solution Team will evaluate client's requirement and formulate a quote and timeline to complete the work based on the documents and instructions client have submitted.

4. Assumptions

- Email support: Monitored 9:00 A.M. to 5:00 P.M. Monday – Friday.
- Phone support: 10:00 A.M. to 4:00 P.M. Monday – Friday.
- Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.
- Planned or Emergency Onsite assistance (extra costs apply).

5. Payment of Fees:

Invoices for maintenance contracts will be generate on the basis of student found on the clients database as INR 60.00/student and will be sent out electronically by email on or about the 2nd week of March, every year.

Terms of these invoices are:

- The above costing is inclusive of maintenance service & server/hosting renewal for only one year.
- Service Tax 18% and other tax if any will be extra.
- Full payment, including tax, within 15 days from the date of the invoice to Dee Tech Solution.
- If payment will not receive at the due time of renewal, Dee Tech Solution will not be liable for any loss of the stuff.
- Dee Tech Solution does not give refunds once this agreement is executed.

Dibyoti Gogoi

6. Warranty: While complete client satisfaction is desired, Dee Tech Solution does not warrant that the functions contained in these webpages or the Internet website will meet the client's requirements or that the operation of the web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the web pages and website is with client. In no event will Dee Tech Solution be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, even if Dee Tech Solution has been advised of the possibility of such damages. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

7. Ownership: All completed content/applications/tabs/material/goods will remain the property of Dee Tech Solution until full payment is received and the client understands that Dee Tech Solution will NOT provide the source code, of the application or any work for any reason.

8. Legal Fees & Cost: If Client violates this Contract, will be responsible to pay Dee Tech Solution any and all reasonable legal fees and costs of suit to enforce this Contract. Dee Tech Solution liability under this Contract for any claim is limited to the amount received from client for the services giving rise to any claim.

The undersigned agrees to the terms of this agreement

On behalf of the Client (Dr Bubul Saikia):
(Principal, LTK College)

Bubul Saikia Date 28/02/2021

On behalf of Dee Tech Solution (Dibyajyoti Gogoi)
Managing Director, Dee Tech Solution

Dibyajyoti Gogoi Date 25/02/2021

Witness:

1. Mamash Pradum Borah
- 2.
- 3.

Memorandum of Understanding

This Memorandum of understanding entered in to at Lakhimpur on 09/03/2021

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 its Regional office at ICT ACADEMY, 2C-2nd 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



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. 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 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 09 /03 /2021

For ICT Academy



Name: Narendra Kumar N.

Designation: Senior Manager

Witness 1: Subhash Upadhyaya
Relationship Manager
ICT Academy

For L.T.K COLLEGE, ASSAM



Name: Dr. Bubul Kr. Saikia

Designation: Principal

Witness 2:

Principal
L.T.K. College, Azad
North Lakhimpur

INSTITUTIONAL MEMBERSHIP SHEET - RENEWAL

Date of Establishment : _____

PROGRAM & FACULTY DETAILS

Departments	Head of the Department			No. of Faculty Members	No. of Students UG				No. of Students PG			
	Name	Mobile	Email		I	II	III	IV	I	II	III	
Electrical & Electronics												
Electronics & Communications												
Computer Science												
Information Technology												
Electronics & Instrumentation												
Instrumentation & Control												
Civil												
Mechanical												
Computer Applications												
Commerce												
Electronics Science / Communication												
Any Other ICT Streams	BA/BSc M. P. Besh 98641 mpbesh38@gmail.com			60	510							

Placement Director Name: DR. Debajit Mishra

Mobile: 99540 50282 Email: _____

Placement Officer Name: _____

Mobile: _____

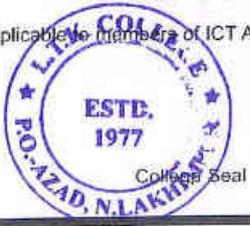
Institution Membership - Annual Subscription Fees

Type of Institution	Fee per Year
Engineering Colleges / Deemed University	₹ 50,000 + (18% GST) = 59,000
<input checked="" type="checkbox"/> Arts & Science Colleges	₹ 17,500 + (18% GST) = 20,650

Subscription Fee should be paid as DD/Cheque in favour of "ICT Academy", payable at Chennai.

We have read the brochure and membership details applicable to members of ICT Academy, and we agree to abide by them in its completely.

Date 09/03/2021



[Signature]
 Authorized Signatory
Principal
L.T.K. College, Azad
North Lakhimpur

For office use only

Membership Number	Date of Subscription	
Receipt Number	RM Name	
Receipt Date	Renewal Date	



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 05/08/21 vide **Agreement No: JKS/RISO/AMC-C/2912/2022** between **JK Services Having** its registered office at GUWAHATI (herein after called "Seller") and Lakhimpur Telahi Kamlabaria College, 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	05/01/22	04/01/23	15000	2700	17700

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.

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.

Authorized Business Partner :



- 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 be 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 contractee's 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 large format printer Canon IPF 831 will be valid for one year
- 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 CZ 180	Exterior Covers, Drum Unit & Its Parts, TPH & Scanner, Pressure Roller, All Type of PCB'S

Also machine bites by rat will not be covered under the contract.

6. FORCE MAJEURE:

JK SERVICES shall not be liable or deemed to be in 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 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)

For and on behalf of
JK SERVICES

Bubul Kr Saikia
Principal
L.I.A. College, Azad
North Lakhimpur

Authorized Signature

Name (s) DR. BUBUL KR SAIKIA

Designation (s) PRINCIPAL



Authorized Signature

Name (s) Monami Baruah

Designation (s) Work Controller

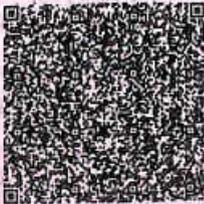


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INDIA NON JUDICIAL Government of Assam

e-Stamp

Certificate No.	: IN-AS16916004499853T
Certificate Issued Date	: 19-Apr-2021 11:22 AM
Account Reference	: CSCACC (GV)/ ascscceg07/ AS-LKPIN0024/ AS-LK
Unique Doc. Reference	: SUBIN-ASASCSCSEG0729837428339114T
Purchased by	: G L CHOUDHURY COLLEGE BORPETA ROAD
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: G L CHOUDHURY COLLEGE BORPETA ROAD
Second Party	: LAKHIMPUR TELAHI KAMALABARIA COLLEGE AZAD
Stamp Duty Paid By	: G L CHOUDHURY COLLEGE BORPETA ROAD
Stamp Duty Amount(Rs.)	: 50 (Fifty only)



.....Please write or type below this line.....

AGREEMENT/MEMORANDUM OF UNDERSTANDING

This Agreement is made on this 19th day of April, 2021

- BETWEEN -

Dr. Jaya Biswas Kunda, Principal(i/c), G. L. Choudhury College, P.O: Barpeta Road, P.S: Barpeta Road, District : Barpeta, Pin: 781315, hereinafter called the First party,
AND

Contd...P-2

QT 0000417986

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Jaya Biswas Kunda (First)
Principal i/c
G. L. Choudhury College
Barpeta Road

Bonobol Seiknie (Second)
Principal
L.T.K. College, Azad
North Lakhimpur

(2)

Dr. Bubul Kumar Saikia, Principal L.T.K . College, P.O: Azad, P.S: North Lakhimpur, District: Lakhimpur(hereinafter called the Second party).

The Principal(i/c) of G. L. Choudhury College, P.O: Barpeta Road, P.S: Barpeta Road, District : Barpeta, Pin: 781315 **AND** Principal L.T. K . College, P.O: Azad, P.S: North Lakhimpur, District: Lakhimpur wish for explore possible area of research collaboration and scholarly exchange among their students, faculty members and departments and research institutes for a terms of ten years.

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 MOU will establish an exclusive relationship between the parties and each party may freely elect to engage in research and other activities with others.

In witness whereof the parties hereunto being sound mind and good health and after going for the contents herein above contained have put and subscribed their respective hands in presence of the following witnesses on this 19th day of April, 2021 herein first above written.

WITNESSES:

1. *Sanjeeb Kr. Das*
(SANJEEB KUMAR DAS)

2. *Romesh Kr. Kakoti*
(DR. ROMESH KR. KAKOTI)

Jaya Biswas Khanda
Principal i/c
G. L. Choudhury College
Barpeta Road.

Signature of First party

Bubul Saikia

Signature of Second party

Principal
L.T.K. College, Azad
North Lakhimpur