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Memorandum of Understanding

This **Memorandum of Understanding (MOU)** made on this 24th Day of April, 2017

Between

NIELIT Guwahati (a Scientific Society under the Ministry of Electronics and Information Technology (MeitY), Govt. Of India), located at the Assam Financial Corporation(AFC), Vitty Bhawan Building, 1st & 2nd Floor, Md. Shah Road, Paltan Bazar, Guwahati-781008 with Extension Centres at Khanapara(Guwahati), Tezpur, Silchar, Jorhat, Dibrugarh and Kokrajhar (hereinafter referred to as **1st PARTY**)

And

Silapathar Science College, Silapathar, Assam hereafter referred to as **2nd PARTY**

This Understanding **witnesseth** the following:

NIELIT Guwahati (1st PARTY), is one of the Centres of The National Institute of Electronics & Information Technology (NIELIT), New Delhi having PAN India presence in about 35(thirty five) locations currently in most of the states of India is engaged in Human Resource Development (HRD) activities in the areas of Information, Electronics and Communication Technology in both formal and non-formal sectors in the state of Assam.

Whereas as a part of expansion of activities and to be able to reach out to the students from the remote areas of the state, the **1st PARTY** proposes to conduct NIELIT Course On Computer Concepts (CCC) for **ELIGIBLE SC/ST** students of **Silapathar area** free of cost. Under this SCSP/TSP program of the Govt. of India, NIELIT is required to conduct the training at it's own locations or at hired available infrastructures of

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preferably educational institutions having sufficient base of SC and ST candidates eligible to undergo the NIELIT CCC course (80 hours duration covered in 2 months @ 2 hours delivery per day). NIELIT is therefore looking out for such educational institutions fulfilling the above eligibility and those willing to rent out to NIELIT Guwahati (**1st PARTY**) their Computer Lab, Classroom and other related facilities target.

This arrangement as per this agreement will be on commercial terms spelt out in details later in this agreement wherein the **1st PARTY** will pay to the **2nd PARTY** the agreed amount on completion of the training and subsequent examination process of the students and against a bill raised by **2nd PARTY** for the purpose.

The **1st PARTY** proposes to train in such hired facility minimum **1,000 (one thousand)** nos. of students to be organized / mobilized by the **2nd PARTY** from the college / school or from it's locality during the agreement period w.e.f. **01.04.2017 to 31.03.2018** for a period of **1(one) year**. It is proposed to conduct **5 (five) sessions** of training of at least **200 (two hundred nos.)** of students in each session during the financial year 2017-2018.

The NIELIT CCC is a standardized, NSQF (National Skills Qualifications Framework) aligned (Level-3) short term Certificate Course on IT offered throughout the country by NIELIT. The **main objective of the NIELIT CCC course** is to make the target beneficiaries knowledgeable about Information Technology (IT) & also enhance the employability of the trained students on completion of the CCC course. Moreover, it is also expected that by going through this course the students will generate interest in the field of IT among themselves which will encourage them to pursue higher education in the field of Information Technology (IT) and allied disciplines and be able to take up a better career in areas of IT.

Whereas the **2nd PARTY** has desired and agreed to provide all required assistance in this regard to the **1st PARTY** for smooth conduction of the program within its premises as per following terms and conditions:

1. It is agreed that the **2nd PARTY** will rent out the infrastructure such as 1(One) no of PC Lab with minimum 20 nos of PCs (Computer of latest specifications) preferably, other related equipments, A Classroom for theory classes and seating & other related facility for the **1st PARTY** Faculty to be provided as mentioned below to the **1st PARTY**.
2. It is agreed that the **1st PARTY** will conduct "NIELIT CCC" in the hired PC Labs & Classrooms of **2nd PARTY**. The duration of the course is 80 (eighty) hours and is covered in maximum of 02 (two) months time for the students. Academic eligibility criteria are 10th pass to be eligible for enrollment under the course. The students must also have SC/ST Certificates in their own names.
3. The **2nd PARTY** will provide 1(one) Computer Lab (preferably having 20 PCs) with LAN and internet connectivity, A Classroom for theory classes (as & when required) and facility to the Faculty member(s) of **1st PARTY** to be placed at **2nd PARTY** premises for smooth conduct of the training and other related processes which are available within its premises.
4. The **2nd PARTY** also agrees to organize & arrange to enroll at least 200 eligible **SC & ST** students (having caste certificate in the name of the students is mandatory) every session (5 sessions during the agreement period of 1 year during 2017-2018. The period for each session will be 60 to 70 days.
5. The **1st PARTY** Faculty with the help of the **2nd PARTY** Officials (The Principal/ The Coordinator) will suitably arrange the 200 nos. of enrolled eligible SC/ST students into suitable number of training batches as per the number of PC's and other facilities available keeping in mind not to hamper their regular/ routine classes.
6. The **2nd PARTY** also notes that **only those students having SC/ ST Certificates in their own names shall be eligible for free admission under the scheme**. The eligible SC & ST students will take the admission by filling up the requisite admission form to be made available by the **1st PARTY**

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Faculty at the **2nd PARTY** premises. Starting of the batches may be delayed if sufficient numbers of students are not enrolled in the particular batch.

7. This arrangement will be on **responsibility sharing basis** between **1st PARTY & 2nd PARTY** as follows. The roles & responsibilities of **1st PARTY & 2nd PARTY** are spelt out below:

8. **Responsibility of the PARTY's**

8.1 **1st PARTY's responsibilities (NIELIT Guwahati):**

- 8.1.1 **1st PARTY** will provide detailed course syllabus and course plan to the candidates one week ahead of the commencement of training.
- 8.1.2 **1st PARTY** will provide a qualified Faculty to conduct the training program.
- 8.1.3 **1st PARTY** will admit and register the candidates online as per standard NIELIT norms from the lists of eligible SC & ST candidates provided by the **2nd PARTY**.
- 8.1.4 Maintenance of Training Quality, Training Delivery and Conduction of Online Evaluation Test is the responsibility of the **1st PARTY** and **2nd PARTY** will provide all possible support in this regard to the **1st PARTY**. The **2nd PARTY** will provide all supports including infrastructure requirement for smooth conduction of online assessment. The requirements for online assessment are PC with up to date specification (N-Computing not preferred), well connected LAN, Dedicated high bandwidth internet connectivity (At least 2-Mbps), Online UPS with minimum 3- hours back up time / Power Back up solution during training conduction as well as online exam conduction.
- 8.1.5 **The 1st PARTY** Program Coordinator who will be operating from NIELIT Guwahati at Guwahati and shall interact and co-ordinate with Program Co-ordinator of the **2nd PARTY** for smooth and timely completion of the program within the agreement period.
- 8.1.6 **1st PARTY** will pay **Rs. 625/-** (Rupees Six Hundred and Twenty Five Only) per Candidate per batch towards infrastructure hiring, other facility providing and student mobilization charges to the **2nd PARTY** after every batch of **100 students is completed. Payment will be released on completion of examination for the actual number of candidates appearing at the examination only.** For this, the **2nd PARTY** will raise a bill after completion of the examination along with the certified copies of examination forms and attendance of the participants in the examination conducted by NIELIT Guwahati, duly verified by the Officer In-Charge of the Institute as well as NIELIT Faculty/ Officer posted at the college. Govt taxes & levies as applicable shall be imposed.
- 8.1.7 **The 1st PARTY** will pay the Program Co-ordinator of **2nd PARTY** a monthly remuneration/ honorarium of **Rs. 1,000.00** per month during agreement period. Such Payment will be released against claim to be submitted by the **2nd PARTY Co-ordinator** to the **1st PARTY Program Co-ordinator** for successfully completed months.
- 8.1.8 Payment will be made by **1st PARTY** against the number of candidates who actually appeared in the examination conducted by NIELIT. It is further clarified that bills will be paid for completed batches (till completion of examination process) only. "Completed" means Completion of training as well as the examination or the evaluation test. No part payment is entertained.
- 8.1.9 **1st PARTY** shall conduct the examination at the end of each batch after completion of examination form filling formalities and as per slot fixed by

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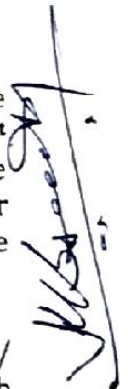
1st PARTY. The successful students will be awarded certificates by the **1st PARTY.** **1st PARTY** will also arrange to inform the students about examination Date, Venue & Time.

8.1.10 1st PARTY shall carry on the above activities by providing ONE / TWO faculties as per requirement at the **2nd PARTY's** premise with frequent supervision from the nearest controlling Centre of **1st PARTY** or from head office till validity of this MOU.

8.2 2nd PARTY responsibilities (Silapathar Science College, Silapathar, Assam):

- 8.2.1 2nd PARTY** will provide a lab cum classroom preferably having 20 computers and 30 chairs with proper UPS backup and internet connectivity and other related equipments and accessories. The rooms should have proper lighting, fans and necessary power connection and proper power backup etc. Separate toilet facility for boys & girls should be available in the training premise. **2nd PARTY** will also provide a theory classroom of suitable size to conduct theory classes.
- 8.2.2 2nd PARTY** shall ensure to provide minimum of 1000 nos. of minimum 10th pass ELIGIBLE SC/ST students (**It is to be noted that students having SC/ST Certificates in their names only shall be eligible for free admission under the scheme**) of their institute/ including other students of the locality /region for each of the 05 (Five) sessions proposed during the agreement period of the financial year 2017-2018. The **2nd PARTY** shall help on the process of enrollment of the students in the course with the filled up registration forms (forms to be provided by the **1st PARTY**) and submit the students lists with the filled up forms to **1st PARTY** through the **1st PARTY's** faculty / Officer posted in the College for admission and registration.
- 8.2.3** The **2nd PARTY** will appoint an efficient & responsible Faculty of the **2nd PARTY** as the Program Co-ordinator who will co-ordinate with **1st PARTY** in regard to the agreement. This Co-ordinator shall also be the **1st meeting point for 2nd PARTY.** The appointment of the Co-ordinator shall be notified by **2nd PARTY** within 7-10 days signing of the agreement.
- 8.2.4** The **1st PARTY** will pay the Co-ordinator a monthly remuneration/ honorarium of **Rs. 1,000.00** (Rupees One Thousand) only per month during agreement period. Such Payment will be released against claim to be submitted by the **2nd PARTY Co-ordinator** to the **1st PARTY Program Co-ordinator** for successfully completed months.
- 8.2.5 2nd PARTY** will allow the **1st PARTY** to install signboard of NIELIT Training Facility at the suitable place identified by both the parties.
- 8.2.6 2nd PARTY** will have to provide necessary coordination and infrastructure for conduction of national level online CCC examination and distribution of certificates generated online.
- 8.2.7 2nd PARTY** will provide all required help to **1st PARTY** to impart 80 hours of training for each batch.
- 8.2.8 2nd PARTY** Co-ordinator will help **1st PARTY** Faculty at **2nd PARTY** Premise / Program Co-ordinator at Guwahati, to prepare admission records, attendance reports to send to NIELIT Guwahati in the prescribed formats.

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- 8.2.9 **2nd PARTY** shall carry out the selection process of the students in a transparent manner and will provide the list of the numbers of ELIGIBLE SC/ST students to **1st PARTY** before start of each session for the total 5 (Five) sessions in 2017-2018.
- 8.2.10 The selection process of the students should be transparent and the **2nd PARTY** may involve the **1st PARTY**, its faculty and other eminent academicians/personalities of the locality in the selection process.
- 8.2.11 The **2nd PARTY** will provide to **1st PARTY** it's Bank account details, Copy of PAN Card of **2nd PARTY** etc. since all payments from **1st PARTY** will through ECS/ Bank transfer mode only.
- 8.2.12 The expenditure on electricity, power backup, water, telephone, Internet and other common office expenses including municipal taxes and other taxes etc. as applicable for conduction of this training program, shall be liability of the **2nd PARTY**.
- 8.2.13 **2nd PARTY** shall provide the infrastructure & services as mentioned above and carry on the above activities till validity of this MOU.

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9. Information on Course Fee, Frequency of Admissions, Registrations & Examinations:

9.1 SC / ST Scheme:

Under the scheme of the Scheduled Caste Sub Plan (SCSP) and Tribal Sub Plan (TSP) of the Govt. of India, SC /ST candidates are given free admission to this training program. The candidates should have valid SC / ST certificate in his / her name duly verified / certified by the District Administration.

9.2 Frequency of Admissions:

5 (Five) sessions in financial year 2017-2018 are proposed at an average of 200 nos. of eligible SC/ST trainees in each session. Each session period is about 60 - 70 days.

9.3 Frequency of Examination for Certification:

At the end of each batch, to be organized by NIELIT Guwahati.

10. Arbitration

Any dispute arising out of or in connection with the contract, or in respect of any defined legal relationship associated therewith or derived there from would be initially settled by the Director, NIELIT Guwahati failing which, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996. The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996 and the expenses on Arbitration shall be equally borne by both the parties.

11. Jurisdiction

The courts at Guwahati will have the jurisdiction.

12. Validity, Renewal & Termination of MOU:



12.1 This MoU is valid till 31st March'2018 OR till completion of training of minimum 1000 nos. of ELIGIBLE SC/ST students, whichever is earlier from the date of signing of this MoU.

12.2 This MoU can be renewed further under similar terms subject to mutual agreement.

13. Notice

Any notice, request, demand, approval, consent or other communication provided or permitted hereunder shall be in writing and given by personal delivery or sent by registered mail or by ordinary mail, postage prepaid, by telegram or fax addressed to the PARTY for which, it is at its address as follows:

Both 1st PARTY and 2nd PARTY having agreed to the terms and conditions above sign this MOU in sound health & state of mind.

1st PARTY NIELIT Guwahati, 2nd & 3rd Floor, Vittiya Bhawan, Md.. Shah Road, Paltan Bazar, Near Bazar India, Guwahati - 781008.

2nd PARTY Silapathar Science College, Silapathar, Assam-787059

1 st PARTY NIELIT Guwahati	2 nd PARTY Silapathar Science College, Silapathar
<p>1. Authorized Signatory: Name: <u>K. BARUAH</u> Designation: <u>DIRECTOR</u> Signature: <u>[Signature]</u> Date: <u>24/04/2017</u></p> <p><i>के. बरुआ/K. Baruah निदेशक/Director नवेलिट गुवाहाटी/NIELIT Guwahati Ministry of Electronics & Information Technology</i></p>	<p>1. Authorized Signatory: Name: <u>Dr. Ranju Sainia</u> Designation: <u>Principal</u> Signature: <u>[Signature]</u> Date: <u>24/04/2017</u></p> <p><i>Principal Silapathar Science College Silapathar</i></p>
<p>2. Witness No 1. Name: <u>Rintu Das</u> Designation: <u>Dr Director (T)</u> Signature: <u>[Signature]</u> Date: <u>24/4/2017</u></p>	<p>2. Witness No 1. Name: <u>Nihar Jyoti Lahon</u> Designation: <u>Asst. Professor</u> Signature: <u>Nihar Jyoti Lahon</u> Date: <u>24/4/2017</u></p>
<p>3. Witness No 2. Name: <u>S. Mahanta</u> Designation: <u>T.O.</u> Signature: <u>[Signature]</u> Date: <u>24/4/2017</u></p>	<p>3. Witness No 2. Name: <u>Mr. Trishana Bhuyan Saikia</u> Designation: <u>Asst. Professor</u> Signature: <u>Jaikia</u> Date: <u>24/4/2017</u></p>

