



অসম অসম ASSAM

12AA 506970

**Memorandum of Understanding**

This Memorandum of Understanding (MoU) made on this day of 29<sup>th</sup> Day of October, 2018.

Between

M/S Matrix Computer Hub (A registered firm Under Ministry of Micro, Small and Medium Enterprises vide Udyog Aadhaar no. AS23D0000010 and Common Service Center under Ministry of Electronics & Information Technology, Govt. of India Vide CSC ID No. AS083801501/779209240019) located at Jyoti Nagar, Ward No 8, In the District of Nalbari, 781335, Assam hereinafter referred to as (1<sup>st</sup> Party).

And

Dhamdhama Anchalik College ( Affiliated to Gauhati University & Recognized by University Grants Commission of India) Located at Dhamdhama in the District of Nalbari, 781349, Assam hereafter to as (2<sup>nd</sup> Party).

This Understanding witnessed the following:-

Matrix Computer Hub a Center of CSC (Common Service Center) under the CSC (Common Service Center) is under E-Governance service India Limited, which is a special purpose vehicle and has been set up by the Ministry of Electronics & IT under the Companies Act, 1956 to oversee implementation of CSC Scheme. CSC SPV provides a centralized collaborative framework for the delivery of services to the citizen through CSCs. Among many services offered by CSC one of the services that is going to conduct is the Educational Services which leverage Information &

*Geetanjali Choudhury*

*Rana Chandhury*

*Kavya Choudhury*

Communication Technology to create awareness and empower citizen on Digital Technology, Financial Management, and Facilitate Educational Services in rural area.

Where as a part of expansion of Educational Services, and to be able to reach out to the students from remote areas of the state, the (1<sup>st</sup> Party) propose to Conduct the CSC's educational Service and under this CSC educational scheme Matrix Computer Hub is required to conduct the training at its own location or at hired available infrastructure of preferably educational Institute having sufficient area and those willing to rent out Matrix Computer Hub (1<sup>st</sup> Party) their Computer Lab, Classroom, and other related facilities targeted.

This arrangement as per this agreement will be on commercial term spelt out in detail later in this agreement wherein (1<sup>st</sup> Party) will pay to the (2<sup>nd</sup> Party) the agreed amount on completion of the training and subsequent examination process of the students and against a bill raised by the (2<sup>nd</sup> Party) for the purpose.

Whereas the (2<sup>nd</sup> Party) has desired and agreed to provide all required assistance in this regards to the (1<sup>st</sup> Party) for smooth conduction of the program within its premises as per following terms & condition:-

1. It is agreed that the (2<sup>nd</sup> Party) will rent out the infrastructure such as 1 no. of PC Lab with minimum 30 (No's) of Pc's (Computer of Latest specification) preferably, and other related equipment. A classroom for theory classes and seating & other related facilities for the (1<sup>st</sup> Party).
2. It is agreed that the (1<sup>st</sup> Party) will conduct CSC's educational Service training in the hired PC Lab & Classroom of the (2<sup>nd</sup> Party). The duration of the courses will be as per the guidelines provided by the CSC and also the eligibility criteria for the enrollment under the CSC educational services scheme will be as per CSC norms.
3. The (2<sup>nd</sup> Party) will provide (1) One computer Lab preferably having (30) No's PC with LAN and internet connectivity. A classroom for theory classes(as & when required) and facilities to the faculty member(s) of the (1<sup>st</sup> Party) to be placed at (2<sup>nd</sup> Party) premises for smooth conduct of the training and other related processes which are available within the premises.
4. The (1<sup>st</sup> Party) will conduct their training by keeping in mind not to hamper their regular/routine classes. Starting of the batches may be delayed if sufficient numbers of students are not enrolled in the particular batches.
5. It is agreed that if the students not enrolled under CSC's educational scheme the (2<sup>nd</sup> Party) will issue certification after successful completion of the training.
6. This arrangement will be on responsibility sharing basis between (1<sup>st</sup> Party) and the (2<sup>nd</sup> Party) as follows. The role & responsibilities of (1<sup>st</sup> Party & (2<sup>nd</sup> Party) are spelt out below:

Guram Chandra Das.

Rang Choudhury

Ramesh Choudhary

Sarwan Chandra J.

**7. Responsibilities of the PARTY's**

**7.1 1<sup>st</sup> Party's responsibilities (MATRIX COMPUTER HUB)**

- 7.1.1 1<sup>st</sup> Party will provide detail Course syllabus and course plan to the candidate one week ahead of the commencement of training.
- 7.1.2 1<sup>st</sup> Party will provide a qualified Faculty to conduct the training program.
- 7.1.3 1<sup>st</sup> Party will admit and register the candidate online as per standard of CSC norms.
- 7.1.4 Maintenance of training and quality, conduction of online Evaluation Test is the responsibility of the (1<sup>st</sup> Party) and the (2<sup>nd</sup> Party) will provide all supports including infrastructure requirement for smooth conduction of online assessment.
- 7.1.5 The (1<sup>st</sup> party) will maintain and resolve any software error within the LAB PC for the smooth conduction of the training. And the (1<sup>st</sup> party) Program Coordinator who will be operating from Matrix Computer Hub and shall interact and co-ordinate with Program Coordinator of the (2<sup>nd</sup> Party) for the smooth and timely completion of the programs within time.
- 7.1.6 (1<sup>st</sup> Party) will pay a share of 30% (Thirty percent) of the total revenue collection of Admission Fees per batches towards infrastructure hiring and other facility provided by the (2<sup>nd</sup> Party). Payment will be released on competition of examination after every batch of minimum 15 no's (Fifteen) student.
- 7.1.7 The (1<sup>st</sup> Party) will pay the program Co-coordinator of (2<sup>nd</sup> Party) a remuneration/honorarium by sharing 10% (Ten Percent) of batch revenue after expenses. Such Payment will be released against claim to be submitted by the (2<sup>nd</sup> Party) Co-ordinator to the (1<sup>st</sup> Party) Program Co-ordinator for successfully completed batches.
- 7.1.8 (1<sup>st</sup> Party) shall conduct the examination at the end of each batch after completion of examination form filling formalities and as per slot fixed by (1<sup>st</sup> Party). The successful students will be awarded certificate by the (1<sup>st</sup> Party.)

**7.2 2<sup>nd</sup> Party's responsibilities (DHAMDHAMA ANCHALIK COLLEGE)**

- 7.2.1 The (2<sup>nd</sup> Party) will provide a Lab cum classroom preferably having numbers of 30 no's computers and 30 no's Chair with proper UPS backup and internet connectivity and other related equipment and accessories. The rooms should have proper lighting, fans and necessary power connection and proper power backup. Separate toilet facility for boys & girls should be available in the training premise. (2<sup>nd</sup> Party) will also provide a theory classroom of suitable size to conduct theory classes.
- 7.2.2 The (2<sup>nd</sup> Party) will appoint an efficient & responsible Person as the Program Co-ordinator who will co-ordinate with the 1<sup>st</sup> Party in regard to the agreement. This Co-ordinator also be the 1<sup>st</sup> meeting point for (2<sup>nd</sup> Party). The appointment of the Co-ordinator shall be notified by the (2<sup>nd</sup> Party) after signing of the agreement.
- 7.2.3 The (1<sup>st</sup> Party) will pay the program Co-ordinator of (2<sup>nd</sup> Party) a remuneration/honorarium by sharing 10% (Ten Percentage) of batch revenue after expenses. Such Payment will be released against claim to be submitted by the (2<sup>nd</sup> Party) Co-ordinator to the (1<sup>st</sup> Party) Program Co-ordinator for successfully completed batches.



- 7.2.4 (2<sup>nd</sup> Party) will allow the (1<sup>st</sup> Party) to install signboard of MATRIX COMPUTER HUB/Common Service Center Training facility at suitable place identified by both parties.
- 7.2.5 (2<sup>nd</sup> Party) will provide all required help to (1<sup>st</sup> Party) to impart of the training for each batch. And it is agreed that if the students not enrolled under CSC's educational scheme and get trained by the (1<sup>st</sup> Party) then the (2<sup>nd</sup> Party) will issue certification for those courses after successful completion of the training.
- 7.2.6 (2<sup>nd</sup> Party) Co-ordinator will help (1<sup>st</sup> Party) Faculty and 2<sup>nd</sup> Party Premise to conduct new admission & prepare record, attendance reports.
- 7.2.7 The (2<sup>nd</sup> Party) will provide to (1<sup>st</sup> Party) its Bank Account Details since all payments from (1<sup>st</sup> Party) will be through Bank transfer mode only.

8. **Information on Course Fee, Admission, Registration & Examination.**

- 8.1 CSC Educational Scheme under National E -governance Plan, Fees, Frequency of admission, Registration & Examination is per CSC norms.
- 8.1 Self Learning Courses which will be offered by (1<sup>st</sup> Party & 2<sup>nd</sup> Party) as per guidelines set by both parties.

9. **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 proprietor of Matrix Computer Hub 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 ICADR. The ICADR will provide administrative service in accordance with the ICADR Arbitration Rules, 1996 and the expense on Arbitration shall be equally borne by both Parties.

10. **Jurisdiction**

The Courts at Nalbari will have the Jurisdiction.

11. **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, or Fax addressed to the PARTIES for which it is at its address as follows:-

*Sarban Choudhury*

*Rana Choudhury*

Both (1<sup>st</sup> Party) and (2<sup>nd</sup> Party) having agreed to the terms and condition above sign this MOU is sound health & state of mind.

1<sup>st</sup> Party                      MATRIX COMPUTER HUB/ CSC CENTER, Add:- Jyoti Nagar Ward No 8,  
Nalbari, 781335, Assam (India)  
2<sup>nd</sup> Party                      DHAMDHAMA ANCHALIK COLLEGE, Add:- Dhamdhama,  
Nalbari, 781349, Assam (India)

1 <sup>st</sup> Party	2 <sup>nd</sup> Party
<b>MATRIX COMPUTER HUB/CSC CENTER</b> 1. Authorized Signatory Name:- <u>Rana Choudhury</u> Designation:- <u>Proprietor</u> For, Matrix Computer Hub Signature:- <u>[Signature]</u> Proprietor	<b>DHAMDHAMA ANCHALIK COLLEGE</b> 1. Authorized Signatory Name:- <u>Dr. Gaudam Chandra Deo</u> Designation:- <u>Principal</u> Signature:- <u>[Signature]</u> 20/9/2018
2. Witness No 1 Name:- <u>Sahidul Jaman</u> Designation:- <u>Faculty</u> Signature:- <u>Sahidul Jaman</u>	2. Witness No 1 Name:- <u>Syed Iqbal Hussain</u> Designation:- <u>U.D.A./Co-ordinator</u> Signature:- <u>[Signature]</u>