



सत्यमेव जयते

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Certificate Issued Date : 06-Dec-2023 10:20 AM
Account Reference : NONACC (SV)/ as17019404/ DHEMAJI/ AS-DJ
Unique Doc. Reference : SUBIN-ASAS1701940422951774796715V
Purchased by : Gogamukh College
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : Gogamukh College
Second Party : Gratia Technology Private Limited
Stamp Duty Paid By : Gogamukh College
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line

MEMORANDUM OF UNDERSTANDING (MoU)

Between

Gogamukh College, Dhemaji, Assam

And

Gratia Technology Private Limited, Guwahati

IE 0020895719

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.

Memorandum of Understanding

Between

Gogamukh College, Gogamukh

And

Gratia Technology Private Limited, Guwahati

This Memorandum of Understanding (hereinafter referred to as the "MoU") is hereby executed and entered into on this **6th day of December in the year 2023**, by and between **Gogamukh College**, a duly established educational institution situated in **Gogamukh, District Dhemaji, Assam**, hereinafter referred to as "**First Party**" and **Gratia Technology Private Limited**, a company duly incorporated under the laws of India, having its registered office in **Guwahati, Assam**, hereinafter referred to as "**Second Party**".

Gratia Technology Private Limited

Director

(1) PREAMBLE

Gogamukh College, an affiliate of Dibrugarh University, is dedicated to fostering academic excellence and the holistic development of its students. With a strong emphasis on delivering career-oriented education and skills, the college boasts modern infrastructure, including well-equipped classrooms, computer labs, and other facilities conducive to academic and skill development activities.

Gratia Technology Private Limited, stands as a reputable organization specializing in skill sector training within the Information Technology (IT) field. Committed to offering high-quality training programs, Second Party focuses on enhancing the employability and skills of individuals in the IT sector. The organization excels in curriculum development, the creation of industry-relevant training modules, and the delivery of both practical and theoretical knowledge.

Now, the First Party has planned to launch specialized programmes to enhance the skills of the youth. The programmes involve training individuals in various job roles anticipated to be in high demand in the upcoming job market. Hence, First Party reached out to Second Party,

Principal
Gogamukh College
16/12/23

seeking collaboration for the seamless and successful execution of the planned programmes. Second Party expressed its readiness to cooperate and undertake the responsibility of providing training to students enrolled in diverse programmes associated with various job roles at First Party.

This Memorandum of Understanding (MoU) is drafted to clearly outline the roles of the parties involved in the agreement and to establish the terms and conditions that govern the relationship between both the parties.

(2) PURPOSE

The objective of this agreement is to formalize a collaborative partnership between First Party and Second Party for the purpose of conducting training programs focused on pre-defined job roles. Second Party shall provide training to the students enrolled in different job roles at First Party.

(3) TERMS & RESPONSIBILITIES

A. Gogamukh College

(i) Infrastructure Provision

First Party will provide the necessary infrastructure, including classrooms, computer labs, internet, power supply, and other facilities required for the smooth conduct of training programmes.

(ii) Logistical Support

First Party shall assist Second Party in logistical matters, such as scheduling, coordination of sessions, and provision of necessary resources for training activities.

(iii) Promotion and Outreach

First Party will do the required promotional and marketing activities to get the individuals enrolled in the training programmes offered. If the Second Party took initiative in supporting the college in promotional activities, the college shall extend all possible cooperation to the Second Party.

(iv) Security of Equipment provided by Second Party

In case Second Party provides any equipment or material related with or delivery of the programmes within the scope of this agreement, the college shall take care of the security and safety of such equipment and materials.

Gratia Technology Private Limited

16/11/2021

principal college

B. Gratia Technology

(i) Training Arrangement

Second Party shall be responsible of arranging skilled and qualified trainers for the effective training of individuals enrolled in various job roles. The trainers shall possess expertise in the relevant IT domains and will be selected to ensure the highest quality of instruction.

(ii) Infrastructure Provision

Second Party will provide the necessary infrastructure and other facilities if required for the smooth conduct of training programmes such as Aadhaar-enabled attendance system etc.

(iii) Training Sessions

Second Party will conduct training sessions at the premises of First Party. The training sessions will cover both theoretical and practical aspects of the job roles offered, providing learners with a comprehensive learning experience.

(iv) Curriculum Development

Second Party shall be responsible for designing and developing comprehensive curriculum for training in the job roles offered by the First Party, aligning with industry standards and requirements.

(v) Technological Aspects

Second Party shall assist the First Party in all technological aspects which are essential for the conduct of session and delivery of programmes in an effective and efficient manner. Though the cost shall be borne by the college.

(4) FINANCIAL ARRANGEMENTS

(i) Revenue Sharing

Of the total revenue generated from the various programmes covered under this agreement (or asked by the First Party in a separate addressed to the Second Party), 80% shall go the Second Party and the remaining 20% shall be kept by the First Party.

(ii) Transfer of Funds

First Party shall transfer the agreed share (i.e., 80% of the revenue) to the Second Party immediately (without any delay) on "as and when received basis".

Adherence to this clause is of utmost importance to ensure the seamless delivery of training and other services by the Second Party.

(iii) **Notification**

Once the revenue is generated or credited to the account of First Party, the college shall notify Second Party about the receipt of money and the subsequent transfer of the share of Second Party as agreed to in Para (4)(i) and Para (4)(ii) of this agreement.

(iv) **Consideration for Other Services**

If, other than the training and services mentioned above, Second Party provides any other service or equipment or material to the First Party (for imparting training and delivery of the programmes within the scope of this agreement), the First Party shall pay to the Second Party on the basis of an invoice generated by the Second Party and given to the First Party.

(5) GENERAL PROVISIONS

(i) **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.

(ii) **Period of Validity**

This agreement shall be valid for a period of five years from the date of its execution by both the parties and can be extended beyond five years by mutual agreement by both the parties. However, it can be terminated earlier also by giving notice by 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 programmes (courses) must be completed, and the accounts must be settled between both the parties before the termination of the agreement.

(iii) **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 both the parties.

(iv) **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 completion of any course in progress and settlement of financial accounts.

(v) **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, civil commotions, etc.

(vi) **Arbitration**

Any misunderstanding or dispute between the parties shall be settled by the arbitrator appointed by the mutual agreement of both parties.

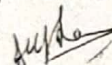
(vii) **Communication**

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 email addresses.

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

Signature

For Gogamukh College


Principal
Gogamukh College
16/12/23

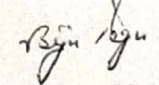
Name: Dr. Dilip Kr. Jha

Designation: Principal

Address: _____

Signature

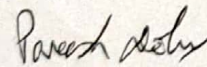
For Gratia Technology Private Limited
Gratia Technology Private Limited


Name: Biju Pegu
Director

Designation: MD & CEO

Address: _____

Witness 1


Signature

Name: PARESH DOLEY

Address: GOGAMUKH COLLEGE

Witness 2

Signature

Name: Hemanta Doley
Address: Karsang Nagar.
Gogamukh.

