

অসম অসম ASSAM

SERVICES AGREEMENT

35AA 524347

For

Special Services (Employability) for  
A] Existing Final Year Students &  
B] New Degree Apprenticeship Programs by HEI

Between

**P.B College**

Ward no- 10 PO: Gauripur, Dist: Dhubri, Assam, PIN: 783331

And

**ASSAM ELECTRONICS DEVELOPMENT CORPORATION LTD.**

Industrial Estate, Bamunimaidan, Guwahati- 781021, Assam

And

**TEAMLEASE EDTECH LIMITED**

903, Western Edge II,  
Western Express Highway, Borivalli (E), Mumbai - 400066

3<sup>rd</sup> day of September 2023



*Kalyan Das*

Principal,  
P.B. College, Gauripur





## Services Agreement

THIS AGREEMENT is made this 3<sup>rd</sup> day of September 2023, by and between:

(i) **P.B. College, Gauripur** having its headquarters at Ward No.10, P.O. Gauripur, Dist. Dhubri, Assam PIN 783331, hereinafter called the "**HEI**" or the '**First Party**' of the **FIRST PART**.

AND

(ii) **ASSAM ELECTRONICS DEVELOPMENT CORPORATION LTD. (AMTRON)**, having its registered office at, Industrial Estate, Bamunimaidan, Guwahati- 781021, Assam, hereinafter called "**Program Manager**" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their administrators, successors in business and permitted assigns) or the '**Second Party**' of the Other Part


AND

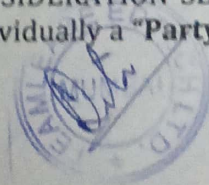
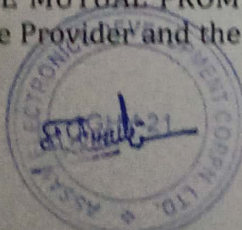
(iii) **TEAMLEASE EDTECH LTD.**, having its registered office at 903, Western Edge II, Western Express Highway, Borivali (E), Mumbai - 400066 and possessing ROC registration number U80301MH2010PTC211390 hereinafter called "**Technology Service Provider**" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their administrators, successors in business and permitted assigns) or the '**Third Party**' of the Other Part

### Where as

1. The Technology Service Provider is a Company incorporated under the Companies Act, I of 1956 and is engaged in the business of providing Education Support services for Educational HEIs and Universities.
2. The HEI is a UGC approved HEI that has endeavoured to launch programmes that will create employable manpower, which is of crucial importance to the economy of the state and the country.
3. The HEI is committed to make learning more effective by application of new technology and innovations.. Further the HEI is committed to provide a wide range of professional and vocational Programs to meet the changing socio-economic needs, with human values and purposeful social responsibility.
4. The Technology Service Provider shall provide its services for all Programs offered by the HEI subject to the terms and conditions hereinafter recorded and agreed to between the parties.
5. The Program Manager shall provide program management for all Programs offered by the HEI subject to the terms and conditions hereinafter recorded and agreed to between the parties.

NOW THEREFORE, IN VIEW OF THE MUTUAL PROMISES AND CONSIDERATION SET OUT HEREIN, the Technology Service Provider and the HEI (each individually a "**Party**")

  
**Principal,**  
**P.B. College, Gauripur**





hereto and collectively the "Parties") have agreed to enter into this Services Agreement ("Agreement") to govern the way in which the Technology Service Provider will provide Academic Support Services to all DA Programs offered by the HEI.

## Scope of Agreement

### 1.1 Scope

This Agreement shall govern the provision of the Employability & Upskilling Services (Apprenticeship/Internship/Trainee/Employee) henceforth known as 'Special Services' to Students who are admitted in existing Programs or new Degree Apprenticeship (DA) Programs (Degree, Diploma, Certificate Programs) by the HEI as per the Program Schedule. The Primary Service will include Special Services delivered to the student on behalf of the HEI by the Technology Service Provider & the Program Manager will handle the program management.

The Special Services will be provided to the HEI students in 2 Formats

- **Format A - Special Services for the Final Year Students**
- **Format B - Launch of new Degree Apprenticeship (DA) Programs with Special Services**

The responsibilities of each party are mentioned in **Annexure A**. The complete list of Programs intended to be covered by this Agreement is provided in **Annexure B** to this Agreement. The afore-mentioned list may be modified by mutual consent at any stage as may be required therein. The fees sharing arrangement between the parties is covered in **Annexure C**. The refund policy is covered in **Annexure D** to this agreement.

### 1.2 Commencement and Duration of this Agreement

This Agreement shall come into effect on the Effective Date and shall continue till the completion of an initial period of Five years. The Agreement may be renewed with written consent of both the parties for a further period unless either of the parties decides otherwise. In case, any one of the parties decides not to continue or renew the Agreement, the party shall be required to give a written notice to the other party of at least 90 days prior to the expiration of this Agreement.

### 1.3 Approvals and Required Consents

Each Party shall at all times and at its own expense (a) strictly comply with all Applicable Laws, now or hereafter in effect, relating to its performance of this Agreement; (b) pay all fees and other charges required by such Applicable Laws; (c) maintain in full force and effect all licenses, permits, authorizations, registrations and qualification from any Authority to the extent necessary to perform its obligations hereunder; and (d) Cooperate with each other to the fullest extent to fulfill the above mentioned requirements.

**Principal,  
P.B. College, Gauripur**





## Breach & Rectification

In the event that either Party believes that the other is in material breach of its obligations under this Agreement, such aggrieved Party may

- i. Serve a Sixty (60) days' notice for curing this material breach. Any notice served pursuant to this Article shall give reasonable details of the Material Breach.
- ii. If the Material Breach is not rectified within this period of 60 days, the aggrieved Party will have the option to terminate the Agreement immediately.

## 1.4 Effect of Termination

On the termination of this Agreement as per the effective date aforesaid, the HEI shall stop the use of the Special Services & the Content and shall return the same to the Technology Service Provider forthwith, along with all documentation copies related to the Service. The Technology Service Provider will continue to service all enrolled students and the HEI will provide necessary support such as conducting exams and the issuing of certificates until the successful completion of the Programs they are admitted for as per the agreed-upon terms and conditions as provided therein. The Fee sharing for these set of students shall continue for this remaining extended period as per the Annexure C.

## 1.5 Dispute Resolution

This Agreement shall be interpreted and construed in accordance with the laws of India. Any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof, which cannot be resolved through mutual discussions, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. In the event the Parties are unable to agree on who the sole arbitrator will be, the dispute shall be finally settled by a sole arbitrator, appointed pursuant to Section 11 of the Arbitration and Conciliation Act, 1996. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made thereunder shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Guwahati, Assam. Each Party shall bear their own costs and expenses, incurred in connection with the arbitration proceedings.


## Indemnification

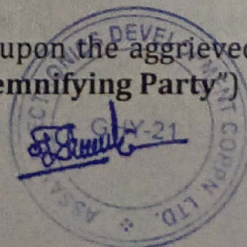
Each Party shall indemnify and hold the other Parties harmless from third-party claims arising from or related to

- a) A breach of the terms of this Agreement; or
- b) A violation of any Applicable Law.

The foregoing is, however, conditional upon the aggrieved party ("**Indemnified Party**")

- (i) notifying the party in breach ("**Indemnifying Party**") in writing and in detail without

  
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undue delay, (ii) authorizing the Indemnifying Party to conduct any judicial proceedings with such third party on its own, and (iii) providing the Indemnifying Party (at the expense of the Indemnifying Party) with any reasonable assistance so that the Indemnifying Party can defend such third party claims.

## Protection & Limitation

### 1.6 Warranties

The Technology Service Provider warrants and represents to the HEI that:

- i. it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
- ii. this Agreement is executed by a duly authorized representative of Technology Service Provider;
- iii. it shall discharge its obligations under this Agreement with due skill, care and diligence.

The Program Manager warrants and represents to the HEI that:

- iv. it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
- v. this Agreement is executed by a duly authorized representative of the Program Manager;
- vi. it shall discharge its obligations under this Agreement with due skill, care and diligence.

The HEI warrants and represents to the Technology Service Provider and the Program Manager that:


- i. it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
- ii. this Agreement is executed by a duly authorized representative of the HEI;
- iii. it shall discharge its obligations under this Agreement with due skill, care and diligence.

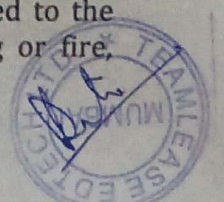
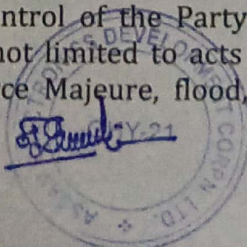
### 1.7 Limitation of Liability

Notwithstanding anything to the contrary elsewhere contained in this Agreement between the parties, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had advance notice of the possibility of any such damages

### 1.8 Force Majeure

Neither Party to this Agreement shall be liable to the other for any loss or damage which may be suffered by the other, due (directly/indirectly) to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform due to ("Force Majeure") events such as but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire,

  
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P.B. College, Gauripur





earthquakes, strike, communal clashes, incidents of violence, lock-outs beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article.

The Party seeking to rely on Force Majeure shall promptly, within 2 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defence with particulars detailed in writing to the other Party and shall demonstrate that it has and is taking all reasonable measures to mitigate the events of Force Majeure.

## Intellectual Property


Each party owns, and will continue to own all rights, title and interests in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this Agreement, or that it created or acquired independently of its obligations pursuant to this Agreement (collectively, "**Pre-existing Works**"). All rights in Pre-existing Works not expressly transferred herein are reserved to the owner.

Specifically, all Intellectual Property created by the Technology Service Provider or its Partners at their cost is considered as Pre Existing Works and will continue to be the exclusive property of the Technology Service Provider. Content created and provided by the HEI will remain the exclusive property of the HEI, other than to the extent it has permitted use by the Technology Service Provider under this Agreement.

## Miscellaneous

**Independent Contractor** - Personnel assigned by Technology Service Provider to perform the Services shall be employees of Technology Service Provider, and under no circumstances will such personnel be considered employees of the HEI. Technology Service Provider shall have the sole responsibility for supervision and control of its personnel. The personnel are under the direct control and disposal of the Technology Service Provider in respect of the execution of the services forming part of the responsibilities assigned to the Technology Service Provider. Technology Service Provider shall have the sole responsibility for payment of such personnel's entire compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all applicable laws.

**Trademarks, Publicity** - Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either along or in conjunction with any other person any press release, information, article, photograph,

  
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**P.B. College, Gauripur**

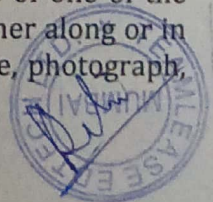
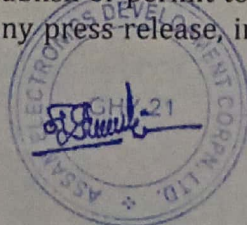




illustration or any other material of whatever kind relating to this Agreement without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed.

**Assignment** - This Agreement and the rights and obligations contained herein may not be assigned by either Party without the written consent of the other Party.

**Severability** - If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the remainder of the provisions in question, which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.


**Delays or Omissions** - No delay or omission to exercise any right, power or remedy accruing to any Party, upon any breach or default of any Party hereto under this Agreement, shall impair any such right, power or remedy of any Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring; nor shall any waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach of default under this Agreement or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this in the Agreement, or by law or otherwise afforded to any Party shall be cumulative and not alternative.

**Compliance with Laws & Regulations** - Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all Applicable Law. For the avoidance of doubt the obligations of the Parties to this Agreement are subject to their respective compliance with all Applicable Law.

**Entire Agreement** - This Agreement and all schedules appended thereto constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein.

**Survivability** - The termination or expiry of this Agreement for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

**Amendment** - The Parties acknowledge and agree that amendment to this agreement shall be made in writing. Any such amendment made in writing shall be binding upon the Parties.

  
Principal,  
P.B. College, Gauripur





## Notices

(a) Any notice required to be given by any party hereto to the other under this Agreement or in law shall be issued in writing and sent either by facsimile, email, registered post acknowledgement due or by hand delivery at the details given below:

### **Party of the First Part (College)**

Address: The Principal  
P.B. College, Gauripur  
Ward No 10, P.O.Gauripur, Dist. Dhubri, Assam  
PIN 783331  
Email address: pbcollegefeedback@gmail.com

### **Party of the Second Part (SUPPORT SERVICE PROVIDER)**

Address: The Managing Director,  
Assam Electronics Development Corporation Limited,  
(AMTRON)  
Industrial Estate, Bamunimaidan, Guwahati- 781021, Assam  
Email address: md@amtron.in

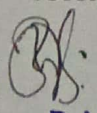
### **Party of the Other Part (TECHNOLOGY SERVICE PROVIDER)**

Address : The CEO,  
TeamLease Edtech Ltd, 903, Western Edge II,  
WE Highway, Borivali East, Mumbai - 400066  
Email address : edtech@teamlease.com

(b) A notice to a party must be addressed to that party at the address mentioned above or such other address as may be notified.

(c) A notice sent by mail or delivered by hand is effective upon receipt.

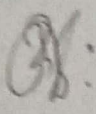


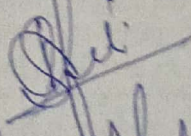
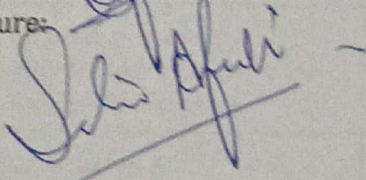
(d) A notice sent by facsimile or email is effective upon receipt of confirmation of successful transmission to the recipient unless it transmitted after the close of normal business hours, or on a Saturday, Sunday or a public holiday, in which case it is effective on the opening of business on the next business working day at the intended place of receipt.

  
**Principal,  
P.B. College, Gauripur**





IN WITNESS WHEREOF the Parties have by duly authorized representatives set their respective hands and seal on the date first above written in the presence of:

<p>Signed and delivered for and behalf of P.B. College:</p> <p>Signature: </p> <p>Name: Dr. KALYAN DAS Designation: Principal Date: 03.09.2023 Principal,</p>	<p>In the presence of:</p> <p>Witness</p> <p>Signature: Kalyan Nath</p> <p>Name: KALYAN NATH Date: 9/9/23</p>
<p>Signed and delivered for and behalf of Assam Electronics Development Corporation Limited (AMTRON):</p> <p>Signature: </p> <p>Name: Designation: Date:</p>	<p>In the presence of:</p> <p>Witness</p> <p>Signature:</p> <p>Name: Date:</p>
<p>Signed and delivered for and behalf of TeamLease EdTech Limited:</p> <p>Signature: </p> <p>Name: Bapi Debnath Designation: Senior Manager Date:</p>	<p>In the presence of:</p> <p>Witness </p> <p>Signature: </p> <p>Name: Date:</p>

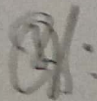




## Annexure A – Roles & Responsibilities

### Format A - Special Services for Existing Students currently enrolled with the HEI (Final Year Only)

Area	HEI	Technology Service Provider	Program Manager
Single Point of Contact	To nominate a Senior Officer / Academician as a single point of contact (SPOC) for all activities under the Agreement.	Provide a SPOC for coordination	Overall Program Management
Student Awareness	The HEI will take full effort to spread awareness about the Opportunities.	The programs shall also be listed on the Digiversity Portal of the Service Provider for discovery and enrolments	Accessibility of data
Academic Delivery including examinations	All academic requirements of the students including requisite credits, classes & assessments are taken care of	Self Learning Online Modules for Upskilling Program	Accessibility of data
Employability & Upskilling Services (On-job Training)		3 Opportunities as per the Career Function choice of the student via the IT / Digital platform	Accessibility of data
IT / Digital Infra setup		Setup & provide the IT /Digital Infrastructure for the Special Services	Accessibility of data
Orientation & Information / Paperwork		Orientation & documentation for the Student to join the Special Services	Accessibility of data
Student Progress Tracking	Track the student progress on IT / Digital Platform provided by the Technology Service Provider to track the number of opportunities & progress of students		Accessibility of data

  
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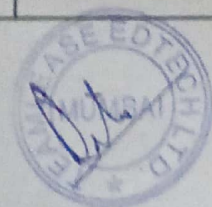




## Format B - Launch of new Degree Apprenticeship (DA) Programs with Special Services

Area	HEI	Technology Service Provider	Program Manager
Single Point of Contact	To nominate a Senior Officer / Academician as a single point of contact (SPOC) for all activities under the Agreement.	Provide a SPOC for coordination	Overall Program Management
Program Curriculum	Jointly designed by the HEI, Technology Service Provider & Program Manager		
Student Mobilization / Marketing / Acquisition	Jointly handled by the HEI & the Technology Service Provider		
Academic Delivery - Classroom	<b>Classroom</b> - Academic Requirements of the Students as per the finalized Program Curriculum with the Technology Service Provider including providing question papers for conducting online examinations of the students	<b>Online</b> - Program Content including recorded video lectures, study material & assessments.  Self Learning Online Modules for Upskilling Program	Accessibility of data
Online Examinations	Question Paper as provided by the HEI	Online Examinations - Platform	Accessibility of data
Program Mark Sheet / Report Cards / Certification / Degree / Diploma	Provided by HEI		Accessibility of data
Employability & Upskilling Services (Apprenticeship/Internship/Trainee/Employee)		3 Opportunities as per the Career Function choice of the student via the IT / Digital platform	Accessibility of data
IT / Digital Infra setup		Setup & provide the IT / Digital Infrastructure for the Special Services	Accessibility of data
Orientation & Information / Paperwork		Orientation & Information along with the Paperwork for the Student to join the Special Services	Accessibility of data

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## Annexure B – List of Programs

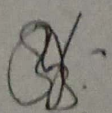
The list of Programs for which the Technology Service Provider shall provide the said Special Services is provided below. This list may be modified by mutual consent.

### Format A - Special Services for Existing Students currently enrolled with the HEI (Final Year Only)

Name of Program	Total Program Fees
All Degree / Diploma / Certification Courses currently run by the HEI	College Course Fee + 12000 (AEDP fee) / course

### Format B - Launch of new Degree Apprenticeship (DA) Programs with Special Services

Name of Program	Total Program Fees
Bsc (IT / Comp Science)	Rs. 72,000/-

  
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**P.B. College, Gauripur**





## Annexure C – Fees Sharing

In consideration of providing the Special Services, the method of payment shall be as follows:

### Format A - Special Services for Existing Students currently enrolled with the HEI (Final Year Only)


Existing Program	Fees for the Special Services	Share of the Fees of Technology Service Provider	Share of Fees of the Program Manager
Any Degree / Diploma / Certification Program	Rs. 12000 (includes government taxes)	Rs. 10800 (includes government)	Rs. 1200

### Format B - Launch of new Degree Apprenticeship (DA) Programs with Special Services. The fee for the said program shall be decided by the HEI under the advice of the Program Manager and the Technology Service Provider

Student Total Fees Share	Share	HEI	Technology Service Provider	Program Manager
Program Management	10%			Due to PM
Student Mobilization	30%	Due to HEI If student is enrolled by HEI	Due to TSP If student is enrolled by TSP	Due to PM if student is enrolled by PM
Academic Delivery - Classroom	10%	Due to HEI		
Academic Delivery - Online	10%		Due to TSP	
Special Services	40%		Due to TSP	

### Other Terms & Conditions:

- **Fees Collection Method:** A payment gateway will be set up by the Technology Service Provider for Fees Payment and the agreed upon revenue share will be split and deposited in the respective accounts of the HEI, Technology Service Provider & the Program Manager.
- Any other value-added facilities/services without damaging the agreed upon quality and content of the original shall be purely optional for the students. Such fees will be charged directly by the Technology Service Provider & Program Manager with mutual consent with the HEI
- All refunds due to student as per Annexure D will be processed by the payment gateway in the same ratio as was received originally

  
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## Annexure D – Fee Refund Policy

This fee refund policy is applicable only to Format A - Special Services for Existing Students currently enrolled with the HEI (Final Year Only). Fee refund policy for new courses (Format B) shall be decided jointly by the HEI, Program Manager & Technology Service Provider.

### Full Refund

- Student will get a full refund in case the Program is cancelled by the HEI or the Technology Service Provider
- Upon withdrawal from the Program by the student prior to the start date of Special Services offered by Technology Service Provider, a student can claim for a refund of 100%
- Student can claim for 100% refund if s/he is not provided with at least 3 On-job training (OJT) opportunities within 90 days from the day of completion of enrolment
- Family can claim for the 100% fee refund in case of any permanent disability or mortality of the student

### Partial Refund

In case the student does not qualify for a full refund, a partial refund can be considered subject to the following deductions

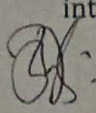
- Failure to attend an interview shall draw the following penalty that shall be deducted from the fee paid, while computing the refund amount

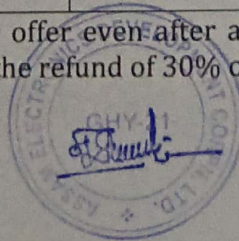
No. of opportunities	Penalty
Not attended 1 interview	10% deduction from paid fees
Not attended 2 interviews	20% deduction from paid fees
Not attended 3 interviews (i.e not a single interview attended)	30% deduction from paid fees

- If the student attends all the given 3 opportunities; however they are not able to secure the offer letter from the employer, the Technology Service Provider will provide 3 additional opportunities to the students as additional service without any additional charge. If student fails to attend an interview, in these new cases, penalties are as follows

No. of opportunities	Penalty
Not attended 1 interview	40% deduction from paid fees
Not attended 2 interviews	50% deduction from paid fees
Not attended 3 interviews	60% deduction from paid fees + 10% towards learning and facilitation = 70% deduction from paid fees

- Upon failure to get the employer offer even after appearing for the additional interviews, the student can claim the refund of 30% of the fee paid.

  
**Principal,**  
**P.B. College, Gauripur**



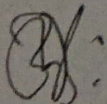


**No Refund under following conditions:**

- If student refuses to join the On-Job training after they have been selected by the employer
- If student joins and leaves the On-Job training mid way for any reason
- If the student organises his own on-job training and does not opt for the On-Job training from the HEI
- Students shall not be eligible for any refund if the student fails to follow the guidelines/policies/rules mentioned in the Terms and Conditions Annexures while he fills his application form on the Digiversity Portal

**Refund Process:**

- All refund requests must be made in writing to the HEI. The HEI in turn shall coordinate with the Technology Service Provider for the same
- A request for a refund does not automatically equate to a full refund of monies paid. Refund shall be subject to the penalties as mentioned above
- Refunds will be processed within 30 days of receiving the written refund request. The Payment Gateway shall be authorised to make the refund to the student and debit the accounts of the three parties accordingly.
- Refunds will be made using the same payment method used for the original payment unless otherwise requested by the student.
- Please note that this refund policy is subject to change at the discretion of the Technology Service Provider
- Students will be notified of any updates or modifications to the refund policy through official communication channels or via Digiversity app
- By enrolling in any Program(s), students agree to abide by the terms and conditions of this refund policy.



**Principal,  
P.B. College, Gauripur**







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AGREEMENT BETWEEN THE ICSI NORTH EASTERN CHAPTER AND PRAMATHESH BARUA COLLEGE, GAURIPUR 10 (NEW) WARD.4 (OLD), GAURIPUR, P.O.+PS -GAURIPUR, DIST.DHUBRI, STATE-ASSAM,PIN-783331

Whereas the Institute of Company Secretaries of India, constituted under the Company Secretaries Act, 1980 to develop and regulate the profession of Company Secretaries in India being solely authorised to conduct coaching and examinations for the award of Professional qualification / Membership of the Institute and whereas ICSI-Gauripur Study Center would create synergy between the university education and professional education to enhance the quality of education imparted to the ICSI students, the study centres proposed to be operated and managed by the Department of Commerce of Pramathesh Barua College , Gauripur Ward no. 10 (New) 4(Old), P.O.+ P.S.- Gauripur, Dist. Dhubri, State – Assam, Pin-783331

1. ICSI- Pramathesh Barua College Study Center will be set up on self-sustainable basis.
2. Study centre shall function from the premises of Pramathesh Barua College, Gauripur Ward no.10 (New) 4(Old), Gauripur, P.O.+ P.S.- Gauripur, Dist. Dhubri, State – Assam, Pin-783331, having proper recommendations of the concerned Regional Council/ Chapter.
3. ICSI- Gauripur Study center shall be run by Faculty or Department of Commerce or any other Department having relevance to CS Course, by whatever nomenclature, on self-sustainable basis as per ICSI guidelines.

Contd.../-

*[Signature]*  
Principal U.C. Barua  
Principal U.C. Barua  
Chairman  
North Eastern Chapter of ICSI  
P.O. College, Gauripur





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4. The respective Department of Commerce, Pramathesh Barua College shall operate and manage the ICSI Study Centre. Study Centre shall in no case be termed as an agent or a partner or a representative of ICSI except for the limited purpose of providing class room teaching to CS students and other responsibilities covered in the agreement between the two Institutions.
5. Head of respective department of the College in which the study centre has been set up or his representative will be designated as Director of the CS Study Centre.
6. Study Centre shall not engage itself any activity or deal with a matter which are prejudicial to the interests and image of the Institute
7. Study Centres shall be entitled to use the words and description "ICSI (Gauripur) Study Centre"
8. The Study Centres would have full autonomy in deciding the fee to be charged from the students for the Class Room Teaching activity but the Institute would not provide any financial support/compensation to the study Centres on any account.
9. ICSI Head Office/Regional Council/Chapter shall have no share in the revenue generated by respective study centres.

Contd.../-

Chairman  
North Eastern Chapter of ICSI  
Principal  
Gauripur College, Gauripur



10. The Study Centre shall impart education with best faculty for various stages of ICSI Course Curriculum on the lines prescribed by ICSI.
11. The Study Centre shall conduct Career Counselling, suitably advertise and attract students for enrolment to CS Course and disseminate information regarding Company Secretaryship course
12. Facilitating registrations to the CS Course through on-line mode. The Fee will be accepted by the Institute through online mode and the College shall provide reasonable infrastructure (computer with internet connectivity, scanner, etc.) to enable the students to register online for CS Course. Students who are not having Credit/ Debit Cards may remit the fee through Bank Challan in which case cash can be deposited with designated banks (at present Canara Bank).
13. Provide at least one room space for ICSI representative office at the College campus.
14. Students of Study Centre shall be allowed access to the library of concerned Department in which the Study Centre has been setup.
15. Members of Central Council, Regional Councils of ICSI or Members of the Chapter Managing Committees are not eligible to act as Faculty in the classes conducted by Study Centres.
16. The Study Centre shall submit quarterly MIS covering the activities conducted during such period like details of Career Awareness Programmes/ Counselling Sessions conducted, details of Registrations Facilitated(\*) with registration number, details of Classes conducted with registration number of the students etc. to the Regional Council/Chapter to which it is attached with a copy to the ICSI HQ. (\*) as per format decided by the Institute from time to time.
17. The college shall maintain a permanent display board „CS (Gauripur) Study Centre“ on the boundary wall of the college and also within the premises where the study centre is located.
18. The designated room shall be properly maintained with daily cleaning, proper lighting and whitewash.
19. ICSI shall share and suggest ways and means for effective conduct of classes by the centre
20. ICSI shall suggest / depute Faculty on specialised subjects as and when requested by the Study Centre




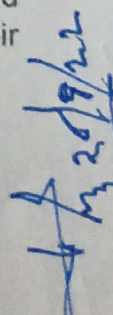
21. ICSI shall assist in popularising the Class Room Teaching conducted by various study centres - Study centre can advertise/publicise conduct of classes in the Institute's student e-bulletins „Student Company Secretary" and CS Foundation Course" bulletin free of cost.
22. ICSI shall pay Honorarium as per the prevailing „ICSI Guidelines of Counsellors" of that day, for successful registration of students on receipt of quarterly MIS.
23. Apart from specific guidelines given above, general guidelines relating to conduct of class room teaching issued by the Institute are also applicable to the Study Centres as far as engagement of faculty, feedback, etc.
24. Faculty engaged for the purpose, as far as possible shall be in accordance with the guidelines and student teacher ratio should be 40:1 that is a maximum of 40 students per Teacher.
25. The honorarium payable to the faculty members shall be decided by the study centres.
26. To the extent possible the faculty of the College shall be engaged to take the classes, subject to fulfilment of criteria.
27. Propagation of the schedule of classes through bulk SMS/ E-Mail among the concerned students will be through the Institute only and the same will be chargeable as per rates fixed by the Institute from time to time.
28. The Study Centre shall indemnify the Institute that the interests of the students will be protected at all times.
29. There would be at least one room for the representative office.
30. ICSI shall not pay any rent for the space provided by the College for the Representative Office.
31. The Director of study centre may engage any person at the representative office to register the students and render other administrative activities. Such person shall not in any way be treated as an agent or a partner or a representative or employee of the ICSI. No reimbursement of any type shall be made by ICSI for this arrangement.
32. The Director of study centre shall engage and pay to the person engaged to register the students and undertake administrative functions of the study centre. No reimbursement of any type shall be made by ICSI for this arrangement.

*Pradeep Sharma*  
Chairman  
North Eastern Chapter of ICSI

*22/09/2023*  
Principal IIC



33. The person to be appointed for manning the centre office to be from the institution, In order to have effective coordination with the college administration and to ensure access to the infrastructure facilities of the Institution as prescribed under these guidelines, to run the centre effectively.
34. Such study centre would be monitored and coordinated by Directorate of Student Services at Headquarters through the respective Regional Council / Chapter. ICSI shall keep a possible ordinary control to ensure quality of education through supervision by deputing its own personnel in the classes or having confidential or independent feedback from the students.
35. There would be a coordination committee having representative from the College and ICSI for monitoring the performance of the study centre at regular intervals, preferably every quarter.
36. ICSI shall not incur or suffer any kind of liability – legal, financial or otherwise with regard to any obligations incurred by the study centre.
37. The officer as empowered by the HOD of Student Services or Secretary, ICSI or President, ICSI jointly or severally shall enter into an agreement between the respective College for setting up of Study Centre. Further the President may authorized any other Council member in his/her absence.
38. The agreement would be valid for a period of TWO years and can be extended further on year to year basis, as mutually agreed between the respective College.
39. Unless the validity of the recognition renewed/extended, after due period, the Study Centre would not carry its activities. In case, a particular Study Centre is derecognised or validity withdrawn, it would stop the activities immediately.
40. It is the responsibility of the Centre to deduct TDS as applicable in respect of payment made by it for running the centre. It shall also fulfil all the compliances arising out of TDS deductions like remittance and filing of returns from time to time as prescribed under the law.
41. Likewise, the study centre would ensure to comply Service Tax provisions arising out of payment to the faculty handling the classes and for such other services as applicable.
42. Study centre to maintain its accounts as per the standard and established practices and norms and get them audited at the close of financial year and send the audited accounts to the RC/Institute periodically for their information.

  
 Pradyumn  
 Chairman  
 North Eastern Chapter of ICSI  
  
  
 20/9/22  
 Principal  
 P.B. College Garo





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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

Alamganj Rangamati College, Alamganj, Dhubri, Assam

**&**

P.B. COLLEGE, Gauripur, Dhubri, Assam

The Memorandum of Understanding (MOU) has been taken place on 27/01/2023 Alamganj Rangamati College and P. B. College, Gauripur. Both the colleges agreed to exchange students and faculty for mutual benefit of the Institutions under the following terms and conditions-

**TERMS & CONDITIONS:**

1. Students and faculty exchange programme will be held once in a semester.
2. Joint academic activities will be undertaken by both the department.
3. Expenditure of any kinds of exchange programme will be borne by both the Colleges.
4. Allotment of classes will be made in consultation with the Head of Departments.
5. Outreach and extension programme will be initiated as per requirements of time.
6. Duration of this Memorandum of Understanding is limited up to 5 years from the date of execution of the MoU.

HoD

**HOD**

Department of Assamese  
A. R. College, Alamganj

Principal i/c

A. R. College, Alamganj

Principal -

Alamganj Rangamati College  
Alamganj, Dhubri, Assam

HoD

Department of Assamese  
P. B. College, Gauripur

Principal

P. B. College, Gauripur



LETTER OF PARTNERSHIP/LINKAGE  
ON EXCHANGE OF FACULTY/STUDENT

Between

B N College, Dhubri



And

PRAMATHESH BARUA College, GAURIPUR



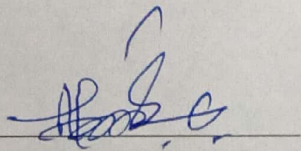
This letter of Partnership/Linkage is entered on 19th day of February, 2019 at GAURIPUR

Between

PRAMATHESH BARUA COLLEGE, GAURIPUR and **B N College, Dhubri**, in which both the institutes agreed to take up the establishment of Linkage for Cooperation and Faculty/Student Exchange Programme to develop the collaborative activities in the academic areas of mutual interest.

PRAMATHESH BARUA

Signed for ..... College

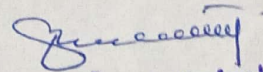


Principal

Date: 19/2/2019

Principal i/c  
Pramathesh Barua College,  
Gauripur, Dhubri (Assam)

Signed for **B N College, Dhubri**



Principal

Date: 19/2/2019

Principal,  
B.N. College, Dhubri.









### Vision of Party- A

Pramathesh Barua College, Gauripur, Dist: Dhubri, Assam, PIN: 783331 affiliated to Gauhati University, accredited by NAAC, and recognized by UGC with 2(F) and 12(B) Institution. Our department promotes quality education in English to help them grow in both language & Literature in English department focuses on academic and non academic programme and activates like Seminars, Exhibitions, Debate, Quiz and potential education for the students. To produce leaders who will be agents of social change, primarily among the communities they live in and in the nation as a whole and make the college serve national and global needs by providing quality human resources by shaping intellectually sound ethically sensitive, socially compassionate graduates. The institutions enter into the formal statement of collaboration in the form of Memorandum of Understanding (MoU) for academic and research interaction.

### Vision of Party-B

Chilarai College, Golakganj, Dist: Dhubri, is affiliated to Gauhati University, accredited by NAAC and recognized by UGC with 2(F) and 12(B) Institution. The college practicing fundamental human values, following the educative system to the creation of an education that promotes an ethical and prosperous society where quality, freedom and fraternity by imparting higher education to rural youth, enabling them towards integral human development, Chilarai College, Golakganj, Dist: Dhubri, Assam aims to enhance linguistic and literary competencies, logical, reasoning, analytical, and problem solving skills and cultivate a research culture in young minds.

Pramathesh Barua College, Gauripur, Dist: Dhubri and Chilarai College, Golakganj, Dist: Dhubri, hereinafter referred to jointly as "the Parties" do hereby agree on the following:

### I. OBJECTIVES

This Memorandum of Understanding (MoU) aims to promote mutual cooperation in education and training on a reciprocal basis for the advancement of knowledge and intellectual development.

### II. SCOPE OF COOPERATION

Pramathesh Barua College, Gauripur, Dist: Dhubri and Chilarai College, Golakganj, Dist: Dhubri will:

1. Facilitate the exchange of faculty experts, researchers, academic personnel, and students.
2. Facilitate the exchange of literature, research findings, and other related publications, subject to this relevant national laws, rules, and regulations covering the parties and international conventions on intellectual property.

Mohit Singh Barman Jodder  
Principal i/c  
P.B. College, Gauripur

Sharat Bhugan Mohanty  
Principal  
Chilarai College, Golakganj



3. Facilitate short semester visits for students in either institution.
4. Support joint research by faculty members and/ or researchers from parties, funded by institutions the private sector, and/or government agencies/department.
5. Support teaching and learning activities through visiting lecturing activities in both parties concerned.
6. Facilitate academic faculty development programs.
7. Encourage participation by faculty members and students in each other's educational congresses, conferences, workshops symposiums, training courses, exhibits, and other activities related to the objectives efforts that both parties may deem fit.

### III. IMPLEMENTATION

The Parties shall implement the MoU through specific arrangements programme and / or projects subject to the available funds of the parties.

### IV. ACADEMIC PROGRAMME

Both parties concerned will retain control and authority on academic matters or business/ industry code of conduct in their respective degree, diploma programs, and positions in business industrial institutions. However, amendments and customizations of MoU to meet regulatory compliance shall be done with the mutual consent of the two parties involved.

### V. FUNDING

This agreement places no financial obligations or additional funding commitments on either party.

### VI. SUSPENSION

Each party reserve the right for reasons of security, public order or public health to suspend temporarily, either in whole or in part, the implementation of this MoU which shall be effective Sixty (60) days after notification, has been given to the other party.

### VII. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

1. The parties shall ensure that education data, information and intellectual property rights mutually provided and develop which are carried out under this MoU shall not be transferred or supplied to a Third Party without the prior written consent of the other party.
2. In case of any specific arrangement, programme or project that may result in intellectual property rights, the parties shall enter into a separate agreement in accordance with the laws and regulations.

M. J. Gur Rahman Godder  
Principal i/c  
P.B. College, Gaupur

Bharat Bhushan Mohan  
Principal  
Chilaral College, Golabganj



### VIII. CO- ORDINATION

Each institution shall appoint one member of its teaching faculty to coordinate the programme on its behalf. The coordinators will periodically review and identify ways to strengthen cooperation between the two institutions.

### IX. SETTLEMENT OF DISPUTES

Any dispute arising from the implementation of the provisions of this MoU shall be settled amicably by consultations or negotiations.

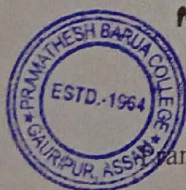
### X. AMENDMENT

This MoU may be reviewed and amended at any time by mutual written consent of the Parties.

### XI. DURATION AND TERMINATION

1. This MoU shall be effective for a period of five (5) years from the date of signature by both Parties.
2. The MoU can be terminated with "3 months" notice on either side.
3. The termination of this MoU shall not affect the validity and duration of any arrangements, programme, activities or projects made under this MoU until the completion of such arrangements, programme, activities or projects unless otherwise agreed upon by the Parties.

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective institution, have signed this MoU.



*Motizur Rahman Gaddar*  
Principal i/c

Mr. M.R. Jodder  
Principal i/c  
Pramathesh Barua College, Gauripur  
Dist: Dhubri, Assam



*Dr. Bharat Bhusan Mohanta*

Principal  
Chilarai College, Golokganj  
Dist: Dhubri, Assam

Witness:

1. *Nitai Chandra Roy,*
2. *Gopal Ch. Rahman.*





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### MEMORENDUM OF UNDERSTANDING

This memorandum of understanding between P.B College Gauripur, Assam (institution) henceforth called the 'host institution' and S.S Technologies, Bora service Bye lane, G.S. Road, Ulubari, Guwahati-781007 henceforth called the 'service provider' in matter of installation of Online College Automation Software at the host institutional is signed today the 6th day of April, 2022

**1. The host institution shall:**

- I. Monitor the progress of the work as per conditions given in the quotation submitted by the service provider and bring out anomalies, if any, for rectification.
- II. The payment shall be made in three installments. The first installment will be 50% of the Total amount at the completion of installation and training. The second and third installments shall be 25% each of the total amount which shall be paid at the gap of one month.
- III. The complete installation shall be subject to checks at all stage and tests and the service provider shall be liable to rectify such defects as brought out by the host institution during checks and tests and make good all deficiencies at his own cost.
- IV. The host institution reserves the right to modify, update or inclusion of new software or any other services in the site at any time as per requirement on the basis of the Govt. notification.
- V. Inclusion of any new modules to be on paid basis on mutual understanding by both the parties.

Sanjib Pathan.

to him



VI. Renewal of Annual Maintenance Cost (AMC) Rs 15,000/- including GST per year to be borne by the host institution.

**2. The service provider shall:**

I. The party is required to provide on- site comprehensive warranty for one year for installation of software from the date of publish to the website.

II. The party should take the responsibility of safety and confidentiality of the official database of client safe and will not use it commercially or selling purpose. The database include all the documents uploaded, all names and numbers of users, records, files, history or any other details added in this software by the client. Evidence of leakage/misuse of data will invite legal action against the service provider.

III. The service provider to accept all responsibility to fulfill the service that is within its control by the agreed timescales and to satisfactory standard.

IV. The service provider will have to deliver excellent services to the host institution when require as demand by the situation.

V. Renewal of annual maintenance cost (AMC) Rs.15,000/- including GST per year.

VI. The service provider will have to provide necessary training to officials/teachers of the host institution at the college premises. Apart from this online implementation, training and support which include complete and troubleshooting through remote and technical support as and when required for free of cost after installation.

VII. The service provider shall be solely responsible for the maintenance, repair of the whole software.

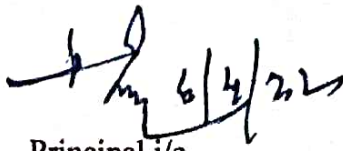
VIII. The service provider will have to start work on receipt of necessary supply/work order as per modalities discussed with the host institution and complete the whole installation and training need to be completed within a month.

The parties here agreed that in the event of any dispute or differences on the terms agreed to leading to seeking of judicial remedies, the courts suited at Dhubri, Assam will have jurisdiction.

The existing government rules and regulations and amended from time to time shall be taken into purview in matters/issues not stated above.

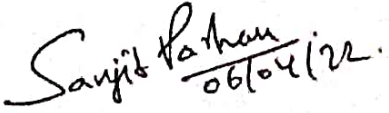
**Agreed upon and signed**

On behalf of the host institution

  
Principal i/c  
P.B. College, Gauripur

*Pranab Kumar Baruah  
Gauripur, Dhubri (Assam)*

On behalf of the service Provider

  
Sanjib Pathak. B.E. (EE))  
Managing Director  
S.S. Technologies  
Bora Service ,G.S. Road  
Ulubari,Guwahati-781007







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### MEMMORANDUM OF UNDERSTANDING

In view of E-Waste Management, **Pramathesh Barua College**, Gauripur Ward No.10, P.O-Gauripur, Dist- Dhubri, Assam-783331

AND

**Tech Cube**, a firm, deals in sales and services of electronic devices, Boubazar, J.D.Road, Kokrajhar, Assam-783370 enter into the formal statement of collaboration in the form of Memorandum of Understanding (MoU) for effective management of E-Waste material.

This MoU is entered into on the 22<sup>nd</sup> May, 2023 by and between Tech Cube acting through its authorised signatory Mr. Partha Bhattacharjee, Tech Cube and the Principal, Pramathesh Barua College, Gauripur, P.O-Gauripur Dist- Dhubri, Assam represented herein by its Principlal, Dr. Kalyan Das.

### WHEREAS

- The first Party is a firm, deals in sales and services of electronic devices, named as: **Tech Cube**, Boubazar, J.D.Road, Kokrajhar, Assam-783370
- The second party is **Pramathesh Barua College**, P.O-Gauripur, P.S-Gauripur, Assam, a Provincialised College, and engaged in Higher Education Sector.

Principal  
P.B. College, Gauripur

Partha Bhattacharjee





- C. First Party and Second Party believe that collaboration and co-operation between themselves will promote effective use of each of their resources and provide each of them with enhanced opportunities.
- D. The parties, intent to cooperate and focus their efforts on cooperation within area of purchase of E-Waste.
- E. Both parties, being legal entities in themselves, desire to sign this MoU for advancing their mutual interests.

NOW TEHEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MoU, THE PARTIES HERE IN TO AGREE AS FOLLOWS:

Areas of Cooperation:

1. **Tech Cube** shall collect, transport and dispose the E-Waste collected from the premises of **Pramathesh Barua College, Gauripur**. It shall be the responsibility of **Tech Cube** to demagnetize the Hard Disks before disposing them off in accordance with the teams of content. If the Hard Disk come along with the CPU the activity would be taken care by **Tech Cube** at free of cost. However, in case of an exclusive consignment of Hard Disks for demagnetization by the **Pramathesh Barua College** it shall be chargeable in accordance with the team of contract.
2. **The Pramathesh Barua College** shall segregate the E-Waste at one designated place within the premises from where the representatives of **Tech Cube** shall collect the E-Waste.
3. Upon intimation from **Pramathesh Barua College**, **Tech Cube** shall within 15 days there from, arrange for collection of E-Waste as per the applicable provisions.
4. The liability of **Pramathesh Barua College** shall cease once the E-Waste has been collected by **Tech Cube** from its premises expect for any non-disclosure of any material information known to **Pramathesh Barua College** with regard to the E-Waste from **Tech Cube** during the handover of such E-Waste.
5. **Tech Cube** shall issue a safe destruction certificate as prescribed under applicable laws within fifteen (15) days from receipt of such request.

PAYMENTS:

1. **Tech Cube** shall pay the best market value inclusive of all taxes per each kilogram for payment of E-Waste collected as per the weighment slip submitted and accepted by it.

Principal  
P.B. College, Gauripur

Dr. P. K. Hachary  
TECH CUBE  
KRAJHAR



2. The payment shall be made by Tech Cube within thirty (30) days of the collection of E-Waste in the form of a electronic transfer/ cheque.

**TERMS AND TERMINATION:**

1. This MoU shall be in force for period of 3 years from the date of signing of this MoU. Upon completion of the term, the MoU may be renewed at the option of both the parties in writing on mutual agreed terms and conditions.
2. The MoU may be terminated by either party without assigning any reason, by giving fifteen (15) days prior written notice to the other party.

Signature of Authorized Signatory

Dr. Kalyan das  
Principal  
Pramathesh Barua College,  
Gauripur  
Principal  
P.B. College, Gauripur

Mr. Partha Bhattacharjee  
Proprietor  
Tech Cube.

Witness:

1. Gopal Ch. Barman.
2. Amitabh Rayan Kumar



# TECH CUBE

Technology Amplified.....

GSTIN : 18AAPFT3971N1Z8

Contact No. : 9207123450

03661-275098

Bou Bazar, J.D. Road ,Kokrajhar , (B.T.A.D) Assam  
eMail us at : techcubekoj@gmail.com

From : Partha Bhattacharjee  
Founder cum Partner , Tech Cube  
Kokrajhar – 783370

To : Dr. Kalyan Das  
Principal , P.B.College  
Gauripur , Dhubri

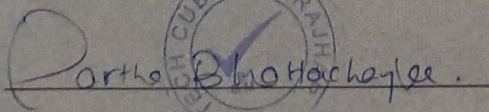
## Receipt Challan of the Electronic Goods for e-Waste management

This is to declare that I, the undersigned (On behalf of TECH CUBE, Kokrajhar) have accepted the below listed materials from P.B. College , Gauripur based on the MoU signed between TECH CUBE, Kokrajhar and P.B. College ,Gauripur vide Deed No. : 956, dated 22/05/2023 for e-Waste management.

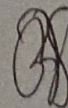
It is further stated that , we are going to dispose the under-mentioned electronic goods as per the ROHs Guide-line , as our firm is aware of the hazard that might be caused to the environment due to the negligence in proper disposal.

Details of the Electronic goods with respective quantity.

1. CPU : 09 Nos.
2. Monitor : 15 Nos.
3. UPS : 26 Nos.
4. Printers : 7 Nos

  
(For, TECH CUBE )

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