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BODOLAND UNIVERSITY KOKRAJHAR

Article 5 Agreement or Memorandum of an agreement

**AGREEMENT** 

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BODOLAND UNIVERSITY KOKRAJHAR

TAKSHASHILA SCHOOL OF CIVIL SERVICES GUWAHATI

BODOLAND UNIVERSITY KOKRAJHAR

(One Hundred only)

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man CONTRACT OF AGREEMENT

Bodoland University, Kokrajhar, Assam (BU) And

Takshashila School of Civil Services, Guwahati, Assam (TSCS)

This contract of agreement is made and entered into on the ... day of February 2025, between the Bodoland University, Kokrajhar, Debargaon, P.O. Rangalikhata -783370, Assam and the Takshashila School of Civil Services, 6th Floor, Unique Avenue, Super Market, Dispur, Guwahati-781006 (Assam) herein and thereafter mentioned as TSCS.

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The Bodoland University, Kokrajhar, and The Takshashila School of Civil Services, Guwahati, have mutually agreed on the terms as hereunder provided in this Contract of Agreement to conduct classes for the UPSC-Civil Services Examination and other competitive examinations at Bodoland University to help the remote students to avail the facility of coaching at par with the students of metropolitan areas.

#### 1. Preamble:

The Bodoland University, Kokrajhar, Assam provides quality education through undergraduate, postgraduate, diploma, certificate, and distance learning programmes to meet the needs of society. The Takshashila School of Civil Services, Guwahati, provides coaching to individuals who aspire to make their career in the country's Civil Services. For this purpose, the TSCS has established a state-of-the-art facility at its Guwahati head office. The facility includes well-laid classrooms equipped with the latest technology, a library and reading room, and an R&D team to analyze and understand the trends and requirements of the UPSC-Civil Services Examination. TSCS conducts offline and online (live) classes.

2. Purpose:

This agreement underlines the terms and conditions under which both parties have agreed upon to engage in an effort to help the student community achieve their career goals and groom them into successful bureaucrats of tomorrow.

3. Responsibilities:

Under this agreement, the responsibilities of the two parties have been agreed upon mutually. Bodoland University, Kokrajhar, Assam will provide classrooms, furniture & fixtures, electricity all the technical support required for the conduct of classes, whereas the TSCS will provide offline/online classes along with study material, faculty, tests, and any other material or facility required for the smooth delivery of the courses.

To ensure a disciplined environment in the classes, Bodoland University, Kokrajhar, Assam shall provide a class coordinator who shall remain present in the class during the class hours. He/she shall make it sure that all the students are present in the classroom and are taking the class seriously. CCTV cameras as per requirement are to be installed in the classroom by Bodoland University where the students will take online class delivered by Takshashila School of Civil Services. The Bodoland University will bear the expenses for necessary publicity and advertisement of the TSCS coaching class at the Bodoland University campus by putting adequate hoarding at conspicuous places around the University, and wherein the TSCS will provide the required information & design for the same.

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### General Provisions:

(a) Amendment

Kanrup (Metro), Guwahati Either party may initiate a change to the agreement in consultation with the other party. Any change, modification, revision, deletion, or amendment to this agreement that is mutually agreed upon by both parties shall be incorporated into a written instrument. The amendment shall become effective upon execution and signature by both parties to this agreement.

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(b) Period of Validity:

This agreement shall be valid for a period of five years from the date of its execution by both parties and can be extended beyond five years by mutual agreement by both parties.





(c) Duration of the Batch:

The coaching program will run for a period of 10 months from the commencement of classes for one batch.

(d) Rights and Liabilities:

The rights or/and liabilities arising from any part of this agreement 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 the two parties.

(e) Consideration:

In addition to the facilities and logistics provided by Bodoland University (as mentioned in Para 3 above under the heading 'Responsibilities'), it is agreed that Bodoland University will fully sponsor the first 30 selected students at the agreed upon amount of a total coaching fees of Rs. 7,00,000.00 (rupees seven lakhs only) for a 10-month duration course. Where the selected students exceed 30, the excess students in addition to the 30 sponsored students shall each bear their own coaching expenses of Rs. 30,000.00 (rupees thirty thousand only). For those excess students, the fees will be collected by Bodoland University and these funds will be deposited in a joint account maintained by the Registrar of Bodoland University and the competent authority of TSCS. The revenue generated from these fees will be shared between the parties in a 30:70 ratio (that is 30% revenue to Bodoland University, and 70% revenue to TSCS).

(f) Payment Terms:

The agreed upon amount of Rs. 7,00,000.00 coaching fees for the first 30 students sponsored by Bodoland University shall be fully paid before the commencement of classes. For students in excess of 30 who bear their own coaching fees, a 75% payment of the total fee shall be collected during admission before the commencement of classes or as per mutual agreement and the remaining 25% of the fee shall be paid after completion of 80% of the course.

(g) Termination:

Both parties have the right to terminate this agreement if any party fails to abide by the conditions of the agreement, through a written notice of at least three months, subject to the completion of any course in progress.

(h) Force majeure:

Should either Party be prevented or hindered from complying with any obligation created under this Agreement due to exigency of one or more of the force majeure events which are beyond the reasonable control of the performing Party, such as, but not limited to, acts of God, War, Floods, Earthquake, Strikes, Lockouts, Epidemics, Pandemics, Riots and Civil Commotions etc., then the performance of any such obligation shall remain suspended during the period of, and only to the extent of, such prevention or hindrance; provided that the inability to perform has a causal connection with occurrence of the force majeure event and further provided that the affected Party shall exercise all reasonable due diligence to remove the prevention or hindrance caused by the force majeure.

(i) Arbitration:

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

(i) Communication:

information/notices/communication under this agreement shall be Naide of ASSAM writing, and be sent to the addresses designated by the parties.

NOTARY, GOVI. Guwahati
Kamrup (Metro), Guwahati
Kamrup (Metro), KAM- 07.

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#### Agreement Terms: 5.

- (a) Bodoland University, Kokrajhar, Assam and TSCS have agreed to collaborate in conducting classes for the preparation of the UPSC-Civil Services Examination or any other competitive examinations in the campus of Bodoland University, Kokrajhar, Assam for the better future of students of the Bodoland University and neighboring areas.
- (b) Bodoland University, Kokrajhar, Assam and TSCS have agreed to share their resources for the purpose mentioned in Para 2 of this agreement.
- (c) The timings of the classes and other modalities related to the courses shall be decided mutually.
- (d) The study material, tests, and lecture videos provided to the students shall be the exclusive property of the TSCS and cannot be duplicated, reproduced, or misused (either in part or in whole) by anybody.
- Regd. No (e) The TSCS faculty members will visit Bodoland University twice a month and take a two-day offline interactive sessions with the students in each visit.
  - (f) The Bodoland University will provide only the accommodation for the visiting faculty members of TSCS.
  - (g) The Parties agree that the TSCS shall make appropriate arrangements for providing all those Optional subjects for the Mains Examination as are opted by the students of Bodoland University who successfully clear the preliminary examinations from the coaching classes.
  - (h) Classes shall be conducted 2-3 days a week in online/hybrid mode, except during Sundays and public holidays. The timings of the classes and other modalities related to the course shall be decided mutually between the parties.

(i) The terms and conditions mentioned in this agreement and the conduct of courses run in Bodoland University, Kokrajhar, Assam by TSCS shall be subject to the laws orders, and directives issued by the government from time to time.

IN WITNESS WHEREOF, two copies of this Agreement are signed, sealed, and delivered on the day, month and year first above written by the parties hereto in the presence of

Dr. Subung Basumatary

Registrar

**Bodoland University** 

NOTARY, GOVT. OF ASSAM Ahmed Nektbu arup (Metro), Guwahati

Signature and No.- KAM- 07

Ms. Tulsipriya Bordoloi

Takshashila School of Civil Services

Place of signature: Bodoland University, Kokraihar.

Witness for Bodoland University:

Signature:

Signature:

Witness for

Address: 6