

MEMORANDUM OF UNDERSTANDING (MoU)

Between

**Establishment of Diphu Polytechnic, Diphu
Karbi Anglong, Assam**

And

**Malong Offset Pvt. Ltd.
Diphu**

10th February, 2021

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MoU) is made between the parties referred below, on this day 10th February, 2021, herein after referred as "Effective Date",

Establishment of Diphu Polytechnic, Diphu referred hereinafter as DP or Party 1, an Apex Advisory Body to promote the development of technical education in the country in a coordinated and integrated manner, with its Office at Principal, Diphu Polytechnic, Mentila, Diphu, Karbi Anglong, Assam.

And

Malong Offset Pvt. Ltd (hereinafter referred to as "MOPL" or "Party 2", Represented by its MD & CEO, is a fast-growing organization in the space of technology along with printing press and dealing with heavy machineries and enabled services and solutions. Providing Quality solutions in Education Services having its office at Diphu, Karbi Anglong, Assam-782460.

Whereas,

1. DP and MOPL will be referred individually as party and jointly as Parties
2. Malong Offsets PVT. LTD.: Malong Offsets PVT. LTD. is the Learning Management solution developed by MOPL, referred as "PVT. LTD." throughout this Document, is a state-of-the-art learning management solution, which provides below Features to the users
 - a. Virtual Class Rooms for ILT (Instructor Led Training) or Streaming the Pre-recorded sessions (Self-paced Learning)
 - b. Course Content Management
 - c. Performance evaluation including assessment, grading and certification
 - d. Student Life Cycle management covering the features from Student on boarding at the time of admissions till Student is graduated and leaving the Institution
 - e. Placement & Mentoring features
 - f. Alumni management to retain the student relationship with the institution after graduation
3. Malong Offsets: Are an Audio / Video Conferencing Solution with the advanced Features of Multi Party A/V conferencing, Selective Screen sharing, Recording.
4. Malong Offsets Pvt. Ltd, a ICT Solutions & Services Organization providing high-Quality ICT Services to Commercial, Educational, Central and State Governments, UN affiliate organizations, large philanthropic organizations, corporate and NGO's etc. Will provide a Learning Management Solution branded as "Malong Offsets PVT. LTD.", using this technology platform Students or Trainee can connect with a Teacher or Trainer for conducting of Training session
5. **End Customer or Customer:** is defined as the person or business entity that enters into an agreement with services of Malong Offsets PVT. LTD.. This definition includes Schools, Colleges, Training Institutes, Universities and any other Business associate who will be securing the Services of Malong Offsets PVT. LTD. as per the mutually agreed terms
6. Objective of the MOU

Through this MOU the parties agreed to collaborate for expanding the Malong Offsets PVT. LTD. and Malong Offsets solution usages to the Diphu Polytechnic, Diphu Technical Educational institutions, where the Party 1

Introduces Such Institutions to the services of Malong Offsets PVT. LTD. through a Contract sign-up between MOPL and Institutions as per mutually agreed terms.

7. Scope & Services of MoU

The scope of Services provides under this MoU is limited to the provision of Services of

Malong Offsets and Malong Offsets Service in a Non Commercial model.

8. Roles and responsibilities of Parties are as below:

a. MOPL Responsibilities

- i. MOPL will provide the Malong Offsets and Malong Offsets PVT. LTD. Application services to the Diphu Polytechnic, Diphu at a Free of Cost usage for the licenses, while hosting will be done at Diphu Polytechnic, Diphu on premise data center
- ii. MOPL will provide the Malong Offsets and Malong Offsets PVT. LTD. Application services to all the Institutions introduced or facilitated by Party 1
- iii. Application Maintenance and Support for Malong Offsets PVT. LTD.
- iv. Any Pre-Sales Support required for Party 1 for Business introductions to affiliated Institutions of Malong Offsets PVT. LTD.

b. DIPHU POLYTECHNIC, DIPHU's Responsibilities will be:

- i. **Product Promotion & Usage:** DIPHU POLYTECHNIC, DIPHU to Host the solution on their Infrastructure and use the solution for their official usage.
- ii. Malong Offsets Usage Promotion Affiliated Educational Institutions:
 - a. Expansion of Malong Offsets PVT. LTD. and Malong Offsets Business by Introduction, Facilitation of Contract Sign-up with the Educational institutions under the purview of the DIPHU POLYTECHNIC, DIPHU.

9. Exclusivity of Agreement

- I. MOPL enters into this Non Exclusive MOU with Party 1.

10. Indemnification

- I. Both the parties mutually indemnify the other party for Services provided, could not be provided, Professional and technical lapses of other party for any Direct or indirect or Consequential loss or damage.

11. Duration of the MoU

This MOU shall be valid from the Effective Date and shall remain in force for 1 (One) year from the Effective date, unless terminated earlier by either Party as provided herein below. This may be extended by mutual agreement on year to year basis.

Either party may terminate this MOU by giving thirty (30) days' notice to the other party. On termination, each party shall return to the other party all such confidential and proprietary information, documents and reference material of the other party in its possession.

12. Changes/ Modification in MoU

- i. The terms of this MoU may be modified/amended at any time subject to the mutual written agreement. Such modifications/changes shall be effective from the date on which both the parties execute them in writing.
- ii. The MoU may be terminated by either party by giving 8 weeks of written notice. In the event of termination, MOPL and DIPHU POLYTECHNIC, DIPHU shall ensure that the interest of Users under this MoU is safeguarded to the extent possible.

13. Dispute resolution

The laws of India shall govern this MOU. Any disputes between the parties shall be resolved by mutual discussions amicably. Unresolved disputes, if any shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time and in force at the time when the proposal is made). The venue of Arbitration shall be Diphu Karbi Anglong. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in New Delhi, for any action or proceeding regarding this MOU.

14. MISCELLANEOUS

- i. If any provision of this MOU is declared by any judicial or other competent authority to be void, voidable or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as to achieve the intentions of the Parties failing which the offending provisions shall be severed from this MOU without affecting the remaining thereof which shall continue to remain in full force and effect and binding on the Parties.
- ii. Neither party shall be liable by reason of failure or delay in the performance of its obligation under this MOU if such failure or delay is caused by acts of God, Strikes, lockouts, war and any other natural calamities
- iii. This MOU supersedes all prior understanding, if any, between the parties covering the subject hereof
- iv. No amendment to the MOU shall be valid unless executed in writing and signed by both parties

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement as of the date first above written Signed on the day of 12th OCT 2020

For and behalf of,

	<p style="text-align: center;">MALONG Offset Printing & Image</p> <p style="text-align: center;"><i>Malong</i> Proprietor</p>
Principal	Managing Director
Establishment of Diphu Polytechnic, Diphu, Karbi Anglong, Assam	Malong Offsets Private Limited, Diphu Karbi Anglong, Assam
Date:	Date:
Time:	Time:

MEMORANDUM OF UNDERSTANDING (MoU)

Between

**Establishment of Diphu Polytechnic, Diphu
Karbi Anglong, Assam**

And

**PWD Electrical Division
Diphu**

23rd August, 2021

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MoU) is made between the parties referred below, on this day 23rd August, 2021, herein after referred as “Effective Date”,

Establishment of Diphu Polytechnic, Diphu referred hereinafter as DP or Party 1, an Apex Advisory Body to promote the development of technical education in the country in a coordinated and integrated manner, with its Office at Principal, Diphu Polytechnic, Mentila, Diphu, Karbi Anglong, Assam.

And

PWD Electrical Division(hereinafter referred to as “PWD ED” or “Party 2”, Represented by its AEE and JE, is a fast-growing Government organization in the space of technology along with Wiring, Electrification and dealing with heavy machineries and enabled services and solutions. Providing Quality solutions in Education Services having its office at Diphu, Karbi Anglong, Assam-782460.

Whereas,

1. DP and PWD ED will be referred individually as party and jointly as Parties
2. PWD Electrical Division.: PWD Electrical Division. is the Learning Management solution developed by PWD ED, referred as “Govt. in.” throughout this Document, is a state-of-the-art learning management solution, which provides below Features to the users
 - a. Virtual Class Rooms for ILT (Instructor Led Training) or Streaming the Pre-recorded sessions (Self-paced Learning)
 - b. Course Content Management
 - c. Performance evaluation including assessment, grading and certification
 - d. Student Life Cycle management covering the features from Student on boarding at the time of admissions till Student is graduated and leaving the Institution
 - e. Placement & Mentoring features
 - f. Alumni management to retain the student relationship with the institution after graduation
3. PWD Electrical Division: Are an Audio / Video Conferencing Solution with the advanced Features of Multi Party A/V conferencing, Selective Screen sharing, Recording.
4. PWD Electrical Division, a ICT Solutions & Services Organization providing high-Quality ICT Services to Commercial, Educational, Central and State Governments, UN affiliate organizations, large philanthropic organizations, corporate and NGO's etc. Will provide a Learning Management Solution branded as “PWD Electrical Division.”, using this technology platform Students or Trainee can connect with a Teacher or Trainer for conducting of Training session
5. **End Customer or Customer:** is defined as the person or business entity that enters into an agreement with services of PWD Electrical Division. This definition includes Schools, Colleges, Training Institutes, Universities and any other Business associate who will be securing the Services of PWD Electrical Division. as per the mutually agreed terms
6. Objective of the MOU

Through this MOU the parties agreed to collaborate for expanding the PWD Electrical Division. and PWD Electrical Division solution usages to the Diphu Polytechnic , Diphu Technical Educational institutions, where the Party 1

Introduces Such Institutions to the services of PWD Electrical Division. through a Contract sign-up between PWD ED and Institutions as per mutually agreed terms.

7. Scope & Services of MoU

The scope of Services provided under this MoU is limited to the provision of Services of PWD Electrical Division and PWD Electrical Division Service in a Non Commercial model.

8. Roles and responsibilities of Parties are as below:

a. PWD ED Responsibilities

- i. PWD ED will provide the PWD Electrical Division and PWD Electrical Division. Application services to the Diphu Polytechnic, Diphu at a Free of Cost usage for the licenses, while hosting will be done at Diphu Polytechnic, Diphu on premise data center
- ii. PWD ED will provide the PWD Electrical Division and PWD Electrical Division. Application services to all the Institutions introduced or facilitated by Party 1
- iii. Application Maintenance and Support for PWD Electrical Division.
- iv. Any Pre-Sales Support required for Party 1 for Business introductions to affiliated Institutions of PWD Electrical Division.

b. DIPHU POLYTECHNIC, DIPHU's Responsibilities will be:

- i. **Product Promotion & Usage:** DIPHU POLYTECHNIC, DIPHU to Host the solution on their Infrastructure and use the solution for their official usage.
- ii. PWD Electrical Division Usage Promotion Affiliated Educational Institutions:
 - a. Expansion of PWD Electrical Division. and PWD Electrical Division Business by Introduction, Facilitation of Contract Sign-up with the Educational institutions under the purview of the DIPHU POLYTECHNIC, DIPHU.

9. Exclusivity of Agreement

- I. PWD ED enters into this Non Exclusive MOU with Party 1.

10. Indemnification

- I. Both the parties mutually indemnify the other party for Services provided, could not be provided, Professional and technical lapses of other party for any Direct or indirect or Consequential loss or damage.

11. Duration of the MoU

This MOU shall be valid from the Effective Date and shall remain in force for 1 (One) year from the Effective date, unless terminated earlier by either Party as provided herein below. This may be extended by mutual agreement on year to year basis.

Either party may terminate this MOU by giving thirty (30) days' notice to the other party. On termination, each party shall return to the other party all such confidential and proprietary information, documents and reference material of the other party in its possession.

12. Changes/ Modification in MoU

- i. The terms of this MoU may be modified/amended at any time subject to the mutual written agreement. Such modifications/changes shall be effective from the date on which both the parties execute them in writing.
- ii. The MoU may be terminated by either party by giving 8 weeks of written notice. In the event of termination, PWD ED and DIPHU POLYTECHNIC, DIPHU shall ensure that the interest of Users under this MoU is safeguarded to the extent possible.

13. Dispute resolution

The laws of India shall govern this MOU. Any disputes between the parties shall be resolved by mutual discussions amicably. Unresolved disputes, if any shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time and in force at the time when the proposal is made). The venue of Arbitration shall be Diphu Karbi Anglong. Both parties irrevocably submit to the exclusive jurisdiction of the



Courts in New Delhi, for any action or proceeding regarding this MOU.

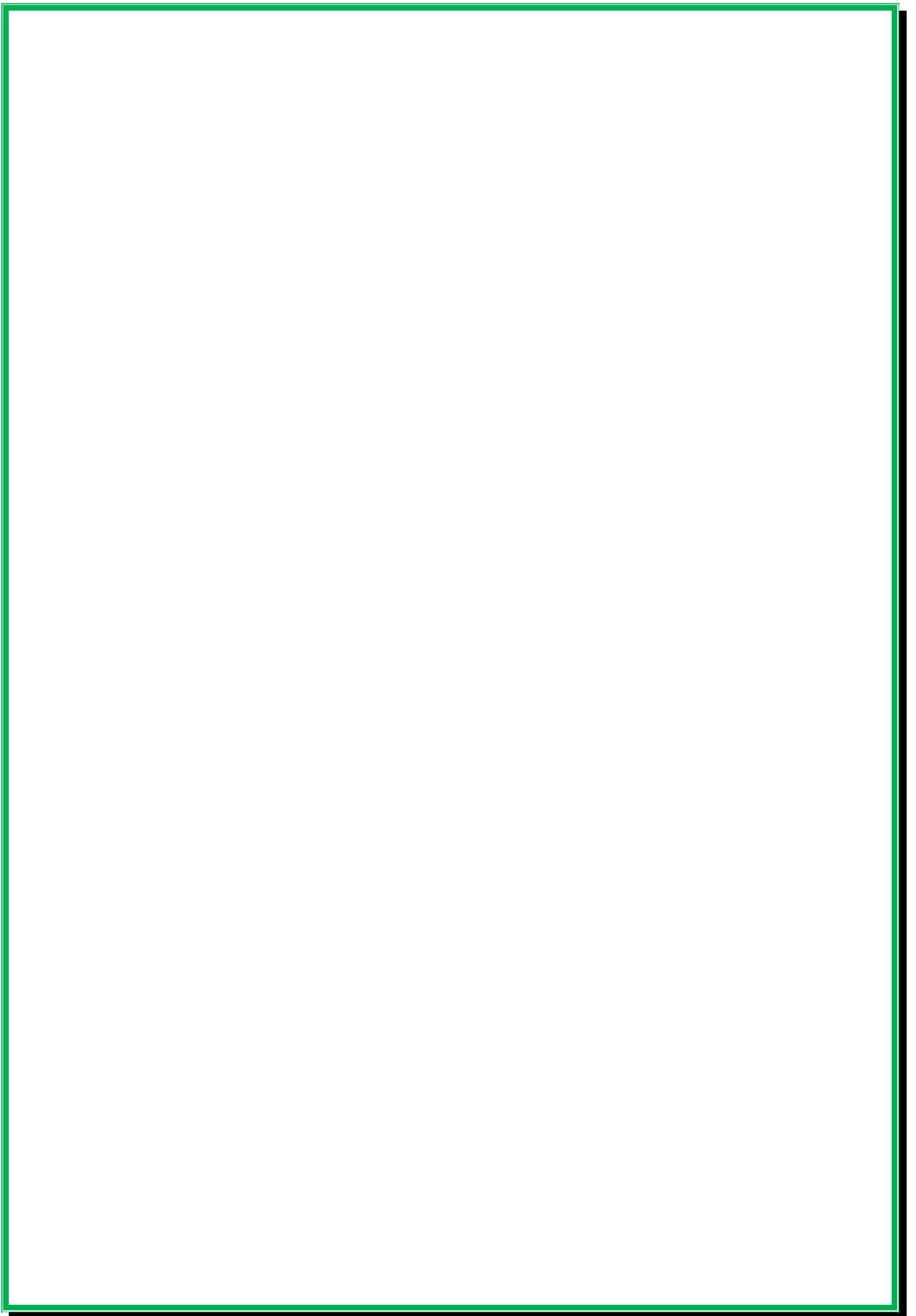
14. MISCELLANEOUS

- I. If any provision of this MOU is declared by any judicial or other competent authority to be void, voidable or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as to achieve the intentions of the Parties failing which the offending provisions shall be severed from this MOU without affecting the remaining thereof which shall continue to remain in full force and effect and binding on the Parties.
- II. Neither party shall be liable by reason of failure or delay in the performance of its obligation under this MOU if such failure or delay is caused by acts of God, Strikes, lockouts, war and any other natural calamities
- III. This MOU supersedes all prior understanding, if any, between the parties covering the subject hereof
- IV. No amendment to the MOU shall be valid unless executed in writing and signed by both parties

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement as of the date first above written Signed on the day of 12th OCT 2020

For and behalf of,

 Principal Diphu Polytechnic Diphu	 Asst. Ex. Engineer, PWD Electrical Sub-Division DIPHU
Principal	Asst. Executive Engineer
Establishment of Diphu Polytechnic, Diphu, Karbi Anglong, Assam	PWD Electrical Division Private Limited, Diphu Karbi Anglong, Assam
Date: 23 rd August'2021	Date: 23 rd August'2021
Time: 01.30 PM	Time: 01.30 PM
Email ID: principaldiphu@yahoo.in	Email: pwdelectricaldivision1986@gmail.com
Phone No.: 8638601800	Phone No.: 9957623145



MEMORANDUM OF UNDERSTANDING (MoU)

Between

**Establishment of Diphu Polytechnic, Diphu
Karbi Anglong, Assam**

And

**PWD Road Division
Diphu**

23rd August' 2021

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MoU) is made between the parties referred below, on this day 23rd August 2021, herein after referred as "Effective Date",

Establishment of Diphu Polytechnic, Diphu referred hereinafter as DP or Party 1, an Apex Advisory Body to promote the development of technical education in the country in a coordinated and integrated manner, with its Office at Principal, Diphu Polytechnic, Mentila, Diphu, Karbi Anglong, Assam.

And

PWD Road Division (hereinafter referred to as "PWD" or "Party 2", Represented by its EE and JE, is a Government Entity in the space of technology-enabled services and solutions. Providing Quality solutions in Education Services having its office at Diphu, Karbi Anglong, Assam-782460.

Whereas,

1. DP and PWD will be referred individually as party and jointly as Parties.
2. PWD Road Division : PWD Road Division is the Learning Management solution developed by PWD, referred as "Govt. in." throughout this Document, is a state-of-the-art learning roads and building construction management solution, which provides below Features to the users
 - a. Virtual Class Rooms for ILT (Instructor Led Training) or Streaming the Pre-recorded sessions (Self-paced Learning)
 - b. Course Content Management for Junior Engineer (Civil)
 - c. Performance evaluation including assessment, grading and certification
 - d. Student Life Cycle management covering the features from Student on boarding at the time of admissions till Student is graduated and leaving the Institution
 - e. Placement & Mentoring features
 - f. Alumni management to retain the student relationship with the institution after graduation
3. PWD: Are an Audio / Video Conferencing Solution with the advanced Features of Multi Party A/V conferencing, Selective Screen sharing, Recording.
4. PWD Road Division, a ICT Solutions & Services Organization providing high-Quality ICT Services to Commercial, Educational, Central and State Governments, UN affiliate organizations, large philanthropic organizations, corporate and NGO's etc. Will provide a Learning Management Solution branded as "PWD Road Division ", using this technology platform Students or Trainee can connect with a Teacher or Trainer for conducting of Training session
5. **End Customer or Customer:** Is defined as the person or business entity that enters into an agreement with services of PWD Road Division. This definition includes Schools, Colleges, Training Institutes, Universities and any other Business associate who will be securing the Services of PWD Road Division as per the mutually agreed terms
6. Objective of the MOU

Through this MOU the parties agreed to collaborate for expanding the PWD Road Division and PWD solution usages to the Diphu Polytechnic, Diphu Technical Educational institutions, where the Party 1

Introduces Such Institutions to the services of PWD Road Division through a Contract sign-up between PWD and Institutions as per mutually agreed terms.
7. Scope & Services of MoU

The scope of Services provided under this MoU is limited to the provision of Services of PWD and PWD Service in a Non Commercial model.

8. Roles and responsibilities of Parties are as below:

a. PWD Responsibilities

- i. PWD will provide the PWD and PWD Road Division Application services to the Diphu Polytechnic, Diphu at a Free of Cost usage for the licenses, while hosting will be done at Diphu Polytechnic, Diphu on premise data center
- ii. PWD will provide the PWD and PWD Road Division Application services to all the Institutions introduced or facilitated by Party 1
- iii. Application Maintenance and Support for PWD Road Division
- iv. Any Pre-Sales Support required for Party 1 for Business introductions to affiliated Institutions of PWD Road Division

b. DIPHU POLYTECHNIC, DIPHU's Responsibilities will be:

- i. **Product Promotion & Usage:** DIPHU POLYTECHNIC, DIPHU to Host the solution on their Infrastructure and use the solution for their official usage.
- ii. PWD Usage Promotion Affiliated Educational Institutions:
 - a. Expansion of PWD Road Division and PWD Business by Introduction, Facilitation of Contract Sign-up with the Educational institutions under the purview of the DIPHU POLYTECHNIC, DIPHU.

9. Exclusivity of Agreement

- I. PWD enters into this Non Exclusive MOU with Party 1.

10. Indemnification

- I. Both the parties mutually indemnify the other party for Services provided, could not be provided, Professional and technical lapses of other party for any Direct or indirect or Consequential loss or damage.

11. Duration of the MoU

This MOU shall be valid from the Effective Date and shall remain in force for 1 (One) year from the Effective date, unless terminated earlier by either Party as provided herein below. This may be extended by mutual agreement on year to year basis.

Either party may terminate this MOU by giving thirty (30) days' notice to the other party. On termination, each party shall return to the other party all such confidential and proprietary information, documents and reference material of the other party in its possession.

12. Changes/ Modification in MoU

- i. The terms of this MoU may be modified/amended at any time subject to the mutual written agreement. Such modifications/changes shall be effective from the date on which both the parties execute them in writing.
- ii. The MoU may be terminated by either party by giving 8 weeks of written notice. In the event of termination, PWD and DIPHU POLYTECHNIC, DIPHU shall ensure that the interest of Users under this MoU is safeguarded to the extent possible.

13. Dispute resolution


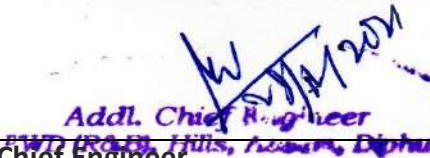
The laws of India shall govern this MOU. Any disputes between the parties shall be resolved by mutual discussions amicably. Unresolved disputes, if any shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time and in force at the time when the proposal is made). The venue of Arbitration shall be Diphu Karbi Anglong. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in New Delhi, for any action or proceeding regarding this MOU.

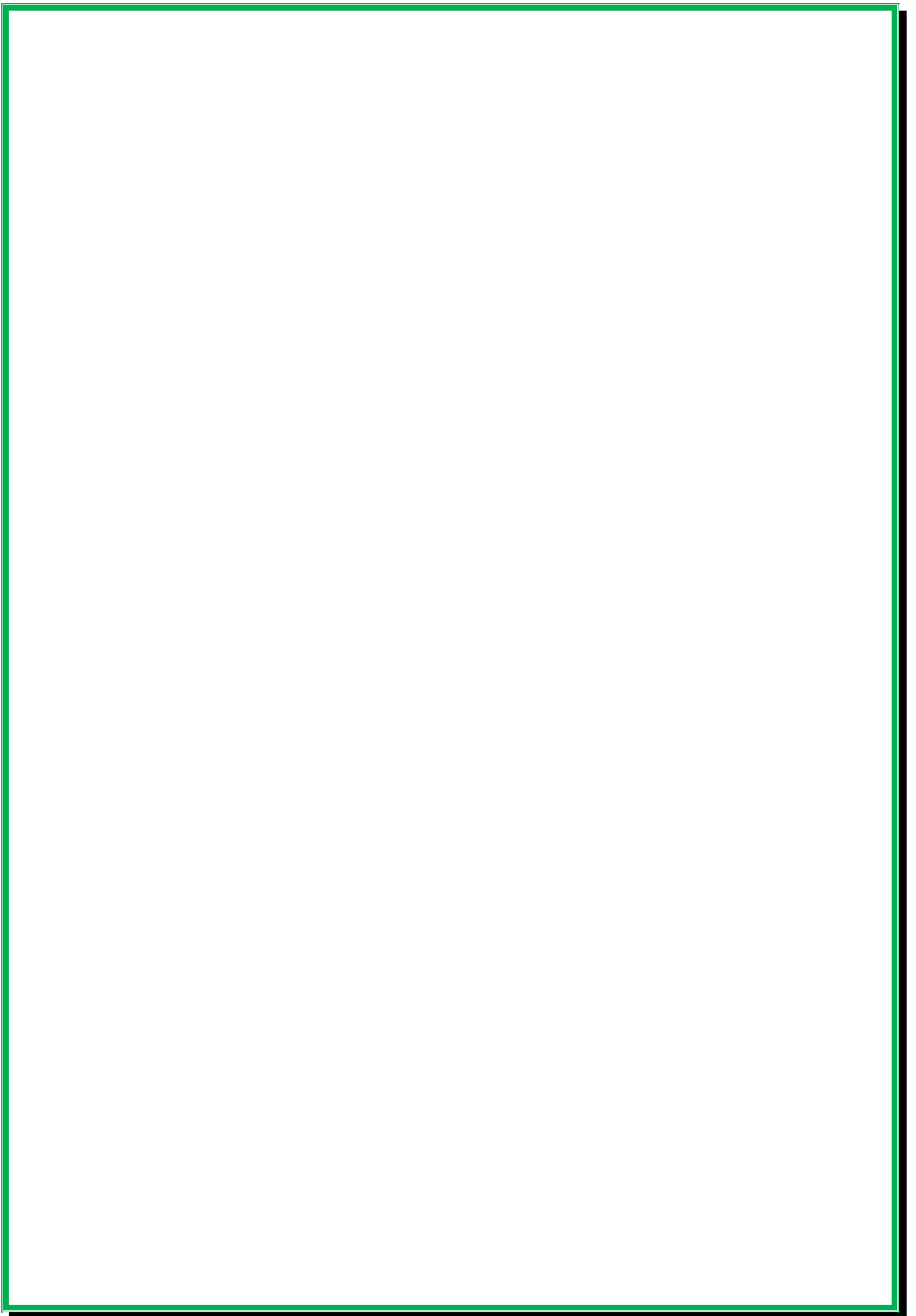
14. MISCELLANEOUS

- I. If any provision of this MOU is declared by any judicial or other competent authority to be void, voidable or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as to achieve the intentions of the Parties failing which the offending provisions shall be severed from this MOU without affecting the remaining thereof which shall continue to remain in full force and effect and binding on the Parties.
- II. Neither party shall be liable by reason of failure or delay in the performance of its obligation under this MOU if such failure or delay is caused by acts of God, Strikes, lockouts, war and any other natural calamities
- III. This MOU supersedes all prior understanding, if any, between the parties covering the subject hereof
- IV. No amendment to the MOU shall be valid unless executed in writing and signed by both parties

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement as of the date first above written Signed on the day of 12th OCT 2020

For and behalf of,

	
Principal	Addl. Chief Engineer
Establishment of Diphu Polytechnic, Diphu, Karbi Anglong, Assam	PWD Road Division, Diphu Karbi Anglong, Assam
Date: 23 rd August'2021	Date: 23 rd August'2021
Time 10.30 PM	Time: 10.30 AM
Email ID: principaldiphu@yahoo.in	Email: pwdroaddivision@gmail.com
Phone No.: 8638601800	Phone No.: 9085823198



MEMORANDUM OF UNDERSTANDING (MoU)

Between

**Establishment of Diphu Polytechnic, Diphu
Karbi Anglong, Assam**

And

**Ranju Traders Pvt. Ltd.
Diphu**

09th February, 2021

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MoU) is made between the parties referred below, on this day 09th February, 2021, herein after referred as "Effective Date",

Establishment of Diphu Polytechnic, Diphu referred hereinafter as DP or Party 1, an Apex Advisory Body to promote the development of technical education in the country in a coordinated and integrated manner, with its Office at Principal, Diphu Polytechnic, Mentila, Diphu, Karbi Anglong, Assam.

And

Ranju Traders Pvt. Ltd (hereinafter referred to as "RTPL" or "Party 2", Represented by its MD & CEO, is a fast-growing organization in the space of technology-enabled services and solutions. Providing Quality solutions in Education Services having its office at Diphu, Karbi Anglong, Assam-782460.

Whereas,

1. DP and RTPL will be referred individually as party and jointly as Parties
2. Ranju Traders PVT. LTD.: Ranju Traders PVT. LTD. is the Learning Management solution developed by RTPL, referred as "PVT. LTD." throughout this Document, is a state-of-the-art learning management solution, which provides below Features to the users
 - a. Virtual Class Rooms for ILT (Instructor Led Training) or Streaming the Pre-recorded sessions (Self-paced Learning)
 - b. Course Content Management
 - c. Performance evaluation including assessment, grading and certification
 - d. Student Life Cycle management covering the features from Student on boarding at the time of admissions till Student is graduated and leaving the Institution
 - e. Placement & Mentoring features
 - f. Alumni management to retain the student relationship with the institution after graduation
3. Ranju Traders: Are an Audio / Video Conferencing Solution with the advanced Features of Multi Party A/V conferencing, Selective Screen sharing, Recording.
4. Ranju Traders Pvt. Ltd, a ICT Solutions & Services Organization providing high-Quality ICT Services to Commercial, Educational, Central and State Governments, UN affiliate organizations, large philanthropic organizations, corporate and NGO's etc. Will provide a Learning Management Solution branded as "Ranju Traders PVT. LTD.", using this technology platform Students or Trainee can connect with a Teacher or Trainer for conducting of Training session
5. **End Customer or Customer:** is defined as the person or business entity that enters into an agreement with services of Ranju Traders PVT. LTD.. This definition includes Schools, Colleges, Training Institutes, Universities and any other Business associate who will be securing the Services of Ranju Traders PVT. LTD. as per the mutually agreed terms
6. Objective of the MOU

Through this MOU the parties agreed to collaborate for expanding the Ranju Traders PVT. LTD. and Ranju Traders solution usages to the Diphu Polytechnic, Diphu Technical Educational institutions, where the Party 1

Introduces Such Institutions to the services of Ranju Traders PVT. LTD. through a Contract sign-up between RTPL and Institutions as per mutually agreed terms.

7. Scope & Services of MoU

The scope of Services provides under this MoU is limited to the provision of Services of Ranju Traders and Ranju Traders Service in a Non Commercial model.

RANJU TRADERS
Ranju
Proprietor

8. Roles and responsibilities of Parties are as below:

a. RTPL Responsibilities

- i. RTPL will provide the Ranju Traders and Ranju Traders PVT. LTD. Application services to the Diphu Polytechnic, Diphu at a Free of Cost usage for the licenses, while hosting will be done at Diphu Polytechnic, Diphu on premise data center
- ii. RTPL will provide the Ranju Traders and Ranju Traders PVT. LTD. Application services to all the Institutions introduced or facilitated by Party 1
- iii. Application Maintenance and Support for Ranju Traders PVT. LTD.
- iv. Any Pre-Sales Support required for Party 1 for Business introductions to affiliated Institutions of Ranju Traders PVT. LTD.

b. DIPHU POLYTECHNIC, DIPHU's Responsibilities will be:

- i. **Product Promotion & Usage:** DIPHU POLYTECHNIC, DIPHU to Host the solution on their Infrastructure and use the solution for their official usage.
- ii. Ranju Traders Usage Promotion Affiliated Educational Institutions:
 - a. Expansion of Ranju Traders PVT. LTD. and Ranju Traders Business by Introduction, Facilitation of Contract Sign-up with the Educational institutions under the purview of the DIPHU POLYTECHNIC, DIPHU.

9. Exclusivity of Agreement

- I. RTPL enters into this Non Exclusive MOU with Party 1.

10. Indemnification

- I. Both the parties mutually indemnify the other party for Services provided, could not be provided, Professional and technical lapses of other party for any Direct or indirect or Consequential loss or damage.

11. Duration of the MoU

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- ii. The MoU may be terminated by either party by giving 8 weeks of written notice. In the event of termination, RTPL and DIPHU POLYTECHNIC, DIPHU shall ensure that the interest of Users under this MoU is safeguarded to the extent possible.

13. Dispute resolution

The laws of India shall govern this MOU. Any disputes between the parties shall be resolved by mutual discussions amicably. Unresolved disputes, if any shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time and in force at the time when the proposal is made). The venue of Arbitration shall be Diphu Karbi Anglong. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in New Delhi, for any action or proceeding regarding this MOU.

RANJU TRADERS

Ranju
Proprietor

14. MISCELLANEOUS

- i. If any provision of this MOU is declared by any judicial or other competent authority to be void, voidable or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as to achieve the intentions of the Parties failing which the offending provisions shall be severed from this MOU without affecting the remaining thereof which shall continue to remain in full force and effect and binding on the Parties.
- ii. Neither party shall be liable by reason of failure or delay in the performance of its obligation under this MOU if such failure or delay is caused by acts of God, Strikes, lockouts, war and any other natural calamities
- iii. This MOU supersedes all prior understanding, if any, between the parties covering the subject hereof
- iv. No amendment to the MOU shall be valid unless executed in writing and signed by both parties

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement as of the date first above written Signed on the day of 12th OCT 2020

For and behalf of,

Principal	Managing Director
Establishment of Diphu Polytechnic, Diphu, Karbi Anglong, Assam	Ranju Traders Private Limited, Diphu Karbi Anglong, Assam
Date:	Date:
Time:	Time:

MEMORANDUM OF UNDERSTANDING (MoU)

Between

**Establishment of Diphu Polytechnic, Diphu
Karbi Anglong, Assam**

And

**M/s Rema Electrical Pvt. Ltd.
Diphu**

11th February, 2021

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MoU) is made between the parties referred below, on this day 10th February, 2021, herein after referred as "Effective Date",

Establishment of Diphu Polytechnic, Diphu referred hereinafter as DP or Party 1, an Apex Advisory Body to promote the development of technical education in the country in a coordinated and integrated manner, with its Office at Principal, Diphu Polytechnic, Mentila, Diphu, Karbi Anglong, Assam.

And

M/s Rema Electrical Pvt. Ltd (hereinafter referred to as "REPL" or "Party 2", Represented by its MD & CEO, is a fast-growing organization in the space of technology along with printing press and dealing with heavy machineries and enabled services and solutions. Providing Quality solutions in Education Services having its office at Diphu, Karbi Anglong, Assam-782460.

Whereas,

1. DP and REPL will be referred individually as party and jointly as Parties
2. M/s Rema Electricals PVT. LTD.: M/s Rema Electricals PVT. LTD. is the Learning Management solution developed by REPL, referred as "PVT. LTD." throughout this Document, is a state-of-the-art learning management solution, which provides below Features to the users
 - a. Virtual Class Rooms for ILT (Instructor Led Training) or Streaming the Pre-recorded sessions (Self-paced Learning)
 - b. Course Content Management
 - c. Performance evaluation including assessment, grading and certification
 - d. Student Life Cycle management covering the features from Student on boarding at the time of admissions till Student is graduated and leaving the Institution
 - e. Placement & Mentoring features
 - f. Alumni management to retain the student relationship with the institution after graduation
3. M/s Rema Electricals: Are an Audio / Video Conferencing Solution with the advanced Features of Multi Party A/V conferencing, Selective Screen sharing, Recording.
4. M/s Rema Electricals Pvt. Ltd, a ICT Solutions & Services Organization providing high-Quality ICT Services to Commercial, Educational, Central and State Governments, UN affiliate organizations, large philanthropic organizations, corporate and NGO's etc. Will provide a Learning Management Solution branded as "M/s Rema Electricals PVT. LTD.", using this technology platform Students or Trainee can connect with a Teacher or Trainer for conducting of Training session
5. **End Customer or Customer:** is defined as the person or business entity that enters into an agreement with services of M/s Rema Electricals PVT. LTD.. This definition includes Schools, Colleges, Training Institutes, Universities and any other Business associate who will be securing the Services of M/s Rema Electricals PVT. LTD. as per the mutually agreed terms
6. Objective of the MOU

Through this MOU the parties agreed to collaborate for expanding the M/s Rema Electricals PVT. LTD. and M/s Rema Electricals solution usages to the Diphu Polytechnic, Diphu Technical Educational institutions, where the Party 1 Introduces Such Institutions to the services of M/s Rema Electricals PVT. LTD. through a Contract sign-up between REPL and Institutions as per mutually agreed terms.
7. Scope & Services of MoU

The scope of Services provided under this MoU is limited to the provision of Services of M/s Rema Electricals and M/s Rema Electricals Service in a Non Commercial model.

8. Roles and responsibilities of Parties are as below:

a. REPL Responsibilities

- i. REPL will provide the M/s Rema Electricals and M/s Rema Electricals PVT. LTD. Application services to the Diphu Polytechnic, Diphu at a Free of Cost usage for the licenses, while hosting will be done at Diphu Polytechnic, Diphu on premise data center
- ii. REPL will provide the M/s Rema Electricals and M/s Rema Electricals PVT. LTD. Application services to all the Institutions introduced or facilitated by Party 1
- iii. Application Maintenance and Support for M/s Rema Electricals PVT. LTD.
- iv. Any Pre-Sales Support required for Party 1 for Business introductions to affiliated Institutions of M/s Rema Electricals PVT. LTD.

b. DIPHU POLYTECHNIC, DIPHU's Responsibilities will be:

- i. **Product Promotion & Usage:** DIPHU POLYTECHNIC, DIPHU to Host the solution on their Infrastructure and use the solution for their official usage.
- ii. M/s Rema Electricals Usage Promotion Affiliated Educational Institutions:
 - a. Expansion of M/s Rema Electricals PVT. LTD. and M/s Rema Electricals Business by Introduction, Facilitation of Contract Sign-up with the Educational institutions under the purview of the DIPHU POLYTECHNIC, DIPHU.

9. Exclusivity of Agreement

- I. REPL enters into this Non Exclusive MOU with Party 1.

10. Indemnification

- I. Both the parties mutually indemnify the other party for Services provided, could not be provided, Professional and technical lapses of other party for any Direct or indirect or Consequential loss or damage.

11. Duration of the MoU

This MOU shall be valid from the Effective Date and shall remain in force for 1 (One) year from the Effective date, unless terminated earlier by either Party as provided herein below. This may be extended by mutual agreement on year to year basis.

Either party may terminate this MOU by giving thirty (30) days' notice to the other party. On termination, each party shall return to the other party all such confidential and proprietary information, documents and reference material of the other party in its possession.

12. Changes/ Modification in MoU

- i. The terms of this MoU may be modified/amended at any time subject to the mutual written agreement. Such modifications/changes shall be effective from the date on which both the parties execute them in writing.
- ii. The MoU may be terminated by either party by giving 8 weeks of written notice. In the event of termination, REPL and DIPHU POLYTECHNIC, DIPHU shall ensure that the interest of Users under this MoU is safeguarded to the extent possible.

13. Dispute resolution

The laws of India shall govern this MOU. Any disputes between the parties shall be resolved by mutual discussions amicably. Unresolved disputes, if any shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time and in force at the time when the proposal is made). The venue of Arbitration shall be Diphu Karbi Anglong. Both parties irrevocably submit to the exclusive jurisdiction of the

Courts in New Delhi, for any action or proceeding regarding this MOU.

14. MISCELLANEOUS

- I. If any provision of this MOU is declared by any judicial or other competent authority to be void, voidable or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as to achieve the intentions of the Parties failing which the offending provisions shall be severed from this MOU without affecting the remaining thereof which shall continue to remain in full force and effect and binding on the Parties.
- II. Neither party shall be liable by reason of failure or delay in the performance of its obligation under this MOU if such failure or delay is caused by acts of God, Strikes, lockouts, war and any other natural calamities
- III. This MOU supersedes all prior understanding, if any, between the parties covering the subject hereof
- IV. No amendment to the MOU shall be valid unless executed in writing and signed by both parties

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement as of the date first above written Signed on the day of 12th OCT 2020

For and behalf of,

	
Principal	Managing Director
Establishment of Diphu Polytechnic, Diphu, Karbi Anglong, Assam	M/s Rema Electricals Private Limited, Diphu Karbi Anglong, Assam
Date:	Date:
Time:	Time:


Proprietor