

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

Gratia Technology Private Limited, Guwahati, Assam

&

Kamrup College, Nalbari, Assam





MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter called as the 'MOU') entered into at Nalbari on 27-06-2022 by & between Gratia Technology Private Limited, Guwahati, Assam, Christian Basti, Guwahati, Assam-781005, India and Kamrup College, Chamata being the beneficiary of this MOU having one of its campus in 27-06-2022, P.O.: Chamata, PIN-781306, Ph-03624-232421(O),, duly represented (hereinafter referred to as Kamrup College, Chamata Nalbari, Assam which expressions shall, wherever the context so permits mean and concludes successors and assigns.) Whereas Gratia Technology Private Limited, Guwahati, Assam, an IT Research & Development Company, was founded in the year 2015 and is a global IT services company specializing in Speech & IVR Technology Development, System Integration, Sales and Distribution of Multi Brand IT Development, Web and Mobile Solutions, Digital Marketing services, Independent Testing, Application Management Services and Infrastructure Management Services etc.; Gratia Technology Private Limited, Guwahati, Assam has approached Kamrup College, Nalbari, Assam to be an institutional privilege member of Gratia Technology Private Limited, Guwahati, Assam to offer various training programmes to the teachers of the College. Gratia Technology Private Limited, Guwahati, Assam is also keen on collaborating with Kamrup College, Nalbari, Assam and is agreeable to enter into this MOU with Kamrup College, Nalbari, Assam as per the terms and conditions set out hereafter.

1. Scope of the MOU

1.1 Kamrup College Nalbari, Assam hereby agree to become the institutional member of Gratia Technology Private Limited, Guwahati, Assam to obtain its services for the teachers/researchers/students/non-teaching staffs in Kamrup College Nalbari, Assam.

Gratia Technology Private Limited, Guwahati, Assam agree to provide the following services to the teachers/researchers/students/non-teaching staffs of Kamrup College Nalbari, Assam.

1.2

1.2.1 Gratia Technology Private Limited, Guwahati, Assam shall provide Industry relevant Training Programme in the domain of ICT, for the teachers/researchers/students/non-teaching staffs scholars.

1.2.2 Gratia Technology Private Limited, Guwahati, Assam shall provide Industry relevant Training Programme for the students, at a nominal cost mutually agreed by both the parties.

1.2.3 Gratia Technology Private Limited, Guwahati, Assam shall make its content accessible through a web portal for the teachers/researchers/students/non-teaching staffs of the institutions.

1.2.4 Gratia Technology Private Limited, Guwahati, Assam would provide assistance in IT Research activities to the teachers by way of supervision and collaboration.

1.3 Kamrup College Nalbari, Assam shall notify about the programme of Gratia Technology Private Limited, Guwahati, Assam to its departments and assist in the active participation of the teachers/researchers/students/non-teaching staffs.

1.4 Kamrup College Nalbari, Assam shall provide the following infrastructure at its campus for some of the training programmes, workshops and conferences to be conducted by Gratia Technology Private Limited, Guwahati, Assam.

1.4.1. Computer Lab infrastructure (Hardware, software and peripherals)

1.4.2. Training room for conducting the training programmes

1.4.3. Conference Hall/Seminar Hall/Auditorium

1.4.4. LCD projector and screen

1.5 The teachers/researchers/students/non-teaching staffs of Kamrup College Nalbari, Assam would attend some special training programmes at Gratia Technology Private Limited, Guwahati, Assam Campus, Guwahati (If interested). Gratia Technology Private Limited, Guwahati, Assam shall provide necessary infrastructure for the conductance of the training programme.

1.6 Kamrup College Nalbari, Assam hereby undertake that it shall not utilize the contents, training materials and such other information provided hereunder beyond the scope of this MOU and shall not share such information with any third parties without the consent of Gratia Technology Private Limited, Guwahati, Assam except for academic activities.

1.7 Gratia Technology Private Limited, Guwahati, Assam agrees to provide various domains specific training programmes to the teachers in the university and its colleges on regular basis.

1.8 Gratia Technology Private Limited, Guwahati, Assam shall bring industry certified trainers for Kamrup College Nalbari, Assam on every programme conducted for the teachers/researches/students/non-teaching staffs of the college.

1.9 Both the parties shall explore and jointly develop new course for the teachers from time to time, the terms for the same will be discussed as and when required.

1.10 Both the parties shall explore to work on specific ICT related research areas as per the industry requirement and agreed upon by both parties.

2. Operation of this MOU

Upon execution of this MOU, Gratia Technology Private Limited, Guwahati, Assam shall communicate to Kamrup College Nalbari, Assam the training schedules. Thereupon, the parties shall mutually discuss and agree on the operational terms based on which Gratia Technology Private Limited, Guwahati, Assam would offer its various other services.

3. Validity of this MOU

The validity of this MOU would be for five years from the date of the signing. The MOU may be renewed through a new MOU on completion of five years on such terms mutually agreed between the parties. Both parties shall have the right to terminate this MOU if any of the party does not comply with its obligations under this MOU by issuing 30 days prior notice.

4. Confidentiality

4.1 The parties shall treat all information, documents, contents and materials that are specifically declared as confidential pertaining to Gratia Technology Private Limited, Guwahati, Assam or Kamrup College Nalbari, Assam provided under this MOU as confidential.

4.2 Gratia Technology Private Limited, Guwahati, Assam or Kamrup College Nalbari, Assam shall not disclose any aspect of any confidential information to any third party in any manner whatsoever in the normal course of agreed terms under this MOU.

4.3 The confidentiality of information shall survive until the termination of this Agreement.

5. Upon the termination of this MOU Nalbari, Assam shall return all the contents, training materials and such other information provided by Gratia Technology Private Limited, Guwahati, Assam under this MOU duly without any undue delay and in cases where such information is not capable of being returned destroy the same and provide a certificate to that to Gratia Technology Private Limited, Guwahati, Assam.

6. Intellectual Property

All the Intellectual Property rights with respect to the programme contents provided by Gratia Technology Private Limited, Guwahati, Assam shall vest with Gratia Technology



Private Limited, Guwahati, Assam upon the termination of this agreement by efflux of time or such other earlier termination, Kamrup College Nalbari, Assam shall not have the right to use programmes, contents, and such other training materials installed under this MOU and return the same to Gratia Technology Private Limited, Guwahati, Assam.

7. Notices

All notices regarding this agreement shall be by personal delivery or by certified or registered mail postage prepaid or by courier, at the address as either of them may so provide by notice given to the other in the same manner.

8. Governing Law

This MOU is made under and shall be governed by and construed under the law of the republic of India under the jurisdiction of the courts at Guwahati/Nalbari.

9. Commercial

It is a Non Commercial MOU between Gratia Technology Private Limited, Guwahati, Assam and Kamrup College Nalbari, Assam. The College will provide the infrastructure and space to host the Faculty Development Programmes at their premises.

10. Arbitration

In the event of any claim, controversy, dispute or difference between the parties, arising out of or in connection with or in relation to this agreement either party will be entitled to refer the same to arbitration in accordance with the rules of arbitrators, one to be appointed by Gratia Technology Private Limited, Guwahati, Assam, the other to be appointed by Kamrup College Nalbari, Assam and the third to be appointed by the two arbitrators appointed by the parties. The award of the arbitrator shall be final and binding on the parties.
The Arbitration proceedings shall be held at Guwahati.

In witness whereof the parties have executed this MOU on 27-06-2022.

For

For

**Gratia Technology Private Limited
Guwahati, Assam**

**Kamrup College
Nalbari, Assam**

Name: Mr. Biju Pegu, CEO,

Gratia Technology, Pvt. Ltd Name: Dr. Debendra Kr. Bezbaruah

Principal, Kamrup College, Chamata



